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

CITY COMMISSION AGENDA

Regular Meeting - Monday, April 1, 2024 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Director of Administrative Services, Devoshay Johnson

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from March 18, 2024 Regular Meeting.

6. **PROCLAMATIONS**

   a. Functional Neurological Disorder Awareness Month

7. **LETTERS TO COMMISSION**

   a. Dianne S. McKee sent an email recognizing the following Public Works Parks & Grounds employees for their exceptional productivity and customer service skills: Chris Dimaio, Troy Hall, and Mike Bombulas.

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

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

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

Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

10. **MISCELLANEOUS REPORTS**

a. Boys & Girls Clubs of St. Lucie County Youth of the Year Presentation

11. **CONSENT AGENDA**

a. Approval of Specific Authorization No. 6 to RFQ 2019-027 for Professional Engineering Services for Kimley Horn & Associates, Inc for updates of the construction plans for 13th Street Improvements from Georgia Avenue to Orange Avenue in the amount of $69,840.00.

b. Approval of a piggyback agreement with Cintas for the purchase of AED machines and a service contract in the annual amount of $15,048.00 for five years.

c. Approval of letter of support to Governor Ron DeSantis of HB 1023, sponsored by Representative Dana Trabulsy, regarding inmate medical expenditures in an effort to effectively manage public funds.

d. Approval of an Interlocal Agreement between the Fort Pierce Police Department, Saint Lucie County Sheriff's Office, Port Saint Lucie Police Department, Saint Lucie County Fire District, and Saint Lucie County for a shared Computer Aided Dispatch (CAD) and Records Management System (RMS).

e. Approval of travel for Commissioner Curtis Johnson to attend the FLC IEMO II in Altamonte Springs, Florida from April 11, 2024, to April 13, 2024, in the amount of $1042.74.

12. **PUBLIC HEARINGS**

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

a. Legislative Hearing - Ordinance 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. Parcel ID's: 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4 - SECOND READING

b. Legislativel 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;
Subject property: Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4 - SECOND READING

c. Legislative Hearing - Ordinance 24-001, Amending Chapter 103, Division I, Section 103-24, Subsection (a), providing Local Administrative Amendments to the 8th Ed. Florida Building Code with regard to Scope and Administration. SECOND READING

d. Legislative Hearing - Ordinance 24-004 providing for a Zoning Atlas Map Amendment by owner Ubilla-Duque Holdings, LLC., of one (1) parcel of land to change "Area 1" zoning classification from Commercial, General CG, to General Commercial, C-3, and "Area 2" zoning classification from Residential Multi-Familu (RM-11), to Residential High (R-5) generally located at 3307 S US Hwy 1 Fort Pierce, FL 34982. Parcel IDs: 2427-601-0050-000-7. SECOND READING

e. Legislative Hearing - Ordinance 24-005: Review and approval of a voluntary annexation by Owner, Harry Blue, to extend the territorial limits of the City of Fort Pierce, Florida, to include four (4) parcels at or near the southwest intersection of South 7th Street and Kanner Drive on Duban Terrace. The proposed Future Land Use for the proposed properties is RH, High Density Residential, with a proposed zoning of R-4, Medium Density Residential. Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6. SECOND READING

f. Legislative Hearing - Ordinance 24-003 Establishing the Sunrise Community Development District. FIRST READING

g. Legislative Hearing - Ordinance 24-006 Amending the Code of Ordinances of the City of Fort Pierce, Chapter 125 - Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-322, Fences, Walls, and Hedges; Installation, Replacement and Maintenance, to allow fences greater than 6ft in height to be erected adjacent to Railroad or Railroad Right-of-Way. FIRST READING.

h. Legislative Hearing - Ordinance 24-007 - Amending the Code of Ordinances of the City of Fort Pierce at Chapter 123 - Vegetation, Section 123-6 - Required Bond, to remove the requirement for a Landscape Bond and to require the approval of a Landscape Maintenance Agreement; and to amend section 123-7, - Enforcement, to require an annual landscape inspection. FIRST READING.

i. Legislative Hearing - Ordinance 24-008 Amending the Code of Ordinances of the City of Fort Pierce, Chapter 125 - Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-313 - Major and Minor Site Plan Application, to increase the threshold for Minor Site Plan. FIRST READING.

j. Legislative Hearing - Ordinance 24-009 - Final Budget Amendment of the FY 2022-23 General Fund Budget. FIRST READING

13. **CITY COMMISSION**

a. Resolution 24-R12 authorizing the execution of the sale and development agreement for 706 N. 20th Street

b. Resolution 24-R13 authorizing the execution of the sale agreement for 1204 Avenue E.

c. Resolution 24-R14 authorizing the execution of the sale agreement of 1620 Avenue E.

d. Resolution 24R-15 authorizing the execution of the sale and development agreement for 604 S. 6th Street.

e. Resolution 24-R17 appointing a member to the Keep Fort Pierce Beautiful Board to fill an at-large vacancy.

f. Resolution 24-R20 addressing a request for an extension to comply with the terms of the Quit Claim Deed for 133 N 10th Street.

g. Resolution 24-R21 approving the FY 2023 Final Budget Amendment for Grant Funds.

h. Resolution 24-R23 appointing members to the Affordable Housing Advisory Committee (AHAC)

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: 04/01/2024

Re: Approval of the Minutes from the March 18, 2024 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from March 18, 2024 Regular Meeting.

Attachments

03.18.2024 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 03/26/2024 03:46 PM

Final Approval Date: 03/26/2024

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, MARCH 18, 2024.

1. CALL TO ORDER

Mayor Hudson called the March 18, 2024, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Candace Star with C. Star Ministry

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

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

5. APPROVAL OF MINUTES

a. Approval of the minutes from the March 4, 2024 regular meeting.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the March 04, 2024 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

a. Vietnam Veterans Day Proclamation

7. **LETTERS TO COMMISSION**

a. Dawn Bresnak commended Anne Bowen, Marina Concierge, for her exceptional ability to handle multiple tasks simultaneously and ensure customer satisfaction.

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

City Attorney Sara Hedges presented the request for postponement of item 12h.

The Commission inquired on the right to postpone and commented on the critical nature of a quasi-judicial hearing.

Ms. Hedges commented on the right to postpone,the evidence presented to the City Clerk, explained the procedure for submittal, and added that if a motion is made the time for evidence submittal can be included.

City Clerk Linda Cox commented on the evidence received and explained the procedure for submittal to the City Clerk’s office.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to continue item 12h until the April 15, 2024 Regular Meeting with all evidence submitted to the City Clerk's office by 5 p.m. on April 1, 2024.

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

Passed

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

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**

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.

Michelle Danaluk
Kris Einstein

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval of Engineering Design & Construction, Inc. (EDC) Specific Authorization No. 13 for permitting and engineering design of reconstruction of Citrus Avenue between U.S. Highway 1 and 7th Street in the amount of $99,295.00.

b. Approval of CDBG Grant Agreement with Main Street Fort Pierce, Inc. in the amount of $50,000.00.

c. Approval of CDBG Grant Agreement with Lincoln Park Mainstreet, Inc.in the amount of $50,000.00.

d. Approval of the union contract between the City of Fort Pierce and the Teamsters Local Union Number 769 regarding wages and D.R.O.P. adoption.

e. Approval of Mutual Aid Agreement between the Fort Pierce Police Department, the Port St. Lucie Police Department, and any subsequently executing law enforcement agencies.

f. ADDED ITEM: Approval of the Financial Assistance Agreement between the Florida Department of Law Enforcement and Fort Pierce Police Department / City of Fort Pierce for Fentanyl Eradication

Commissioner Jeremiah Johnson pulled item 11d
Commissioner Gaines pulled item 11 c

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to approve items 11a,11b,11e and 11f of the Consent Agenda.

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

Passed

As to item 11c
Commissioner Gaines requested clarification on the grant.

Johnna Morris, Finance Director, explained the grants purpose in the Lincoln Park area.

Commissioner Curtis Johnson commented that this process is overseen by the federal government.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve item 11c of the Consent Agenda.

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

Passed

As to item 11d
Commissioner Jeremiah Johnson thanked Staff for expediting the process and inquired on Article 15 due to the legislative changes and the time it may take if the Commission requested removal, and the upcoming certification that may give the ability to make the change.

Ms. Hedges commented on the Article. This was acknowledged and requested it remain if the law changes.

Mr. Mimms commented that he believes it would take a minimum of thirty days and that the teamsters understand that this will no longer be deducted and have requested it be left in and noted the teamsters' bargaining unit employees are the lowest paid in the City. Negotiations will be reopened to address the Article and verbiage.

Mayor Hudson commented that moving forward the Commission could request it be removed.

Commissioner Gaines inquired how the Commission could approve the language in the contract if legislation has made a change.

Mr. Mimms commented on including “If applicable” in the contract.

Ms. Hedges commented that it is understood that if the law changes, dues would resume.

Commissioner Broderick inquired on the contract and commented on the language in the contract.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve item 11d.

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

Passed

12. PUBLIC HEARINGS

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

a. Presentation and Public Hearing on the
2022-23 Consolidated Annual Performance and Evaluation Report (CAPER)

Johnna Morris, Finance Director, and Donella Clark, Grants Manager, presented the 2022-23 Consolidated Annual Performance and Evaluation Report (CAPER) at a Public Hearing as HUD requires. The presentation included the priority needs to be served and CARES funding.

The Commission inquired how the unused funds can be allocated to citizens in need, reallocation, weatherization, and if assistance has been offered by Congressman Mast's office to obtain grants.

Ms. Morris explained that most funds are allocated to housing due to specifics in criteria required for other needs. Programs may not be available or meet the criteria required to receive the funds, explained the current housing programs, needs and the mandate from HUD on awards and how often they can be serviced, and provided an update on the weatherization program.

Mr. Mimms commented that the City is continuing its efforts with Congressman Mast.

Mayor Hudson commented on the effects the most recent political event has had on the police department.

Mayor Hudson opened the public hearing.

Kris Einstein commented on the need for business funding.

Michelle Danaluk commented on the need for local business support.

Becky Demanuel commented on the number of businesses that have closed.

Mike Carey commented on the need for business grant opportunities.

Shimp International commented on his constitutional rights.

Debra Brown commented on the need for funding.

Mayor Hudson closed the public hearing.

The Commission commented on the need for information regarding grants, program evaluation, and focus.

Ms. Morris commented on the grant process and HUD involvement in the funding of grants.

Mr. Mimms commented on the availability of CRA grants but CDBG has a process.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Jeremiah Johnson to accept the CAPER Report with the correction striking the weatherization program.

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

Passed

b. Legislative Hearing - Ordinance 24-001, Amending Chapter 103, Division I, Section 103-24, Subsection (a), providing Local Administrative Amendments to the 8th Ed. Florida Building Code with regard to Scope and Administration. FIRST READING

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

ORDINANCE NO. 24-001
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103, DIVISION I, SECTION 103-24, SUBSECTION (a) TO PROVIDE FOR LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE (FBC), 8TH EDITION (2023) IN THE CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Paul Thomas, Building Director, explained the amendment.

Mayor Hudson opened the public hearing.

Michelle Danaluk commended the building department.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-001.

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

Passed

c. Legislative Hearing - Ordinance 24-005: Review and approval of a voluntary annexation by Owner, Harry Blue, to extend the territorial limits of the City of Fort Pierce, Florida, to include four (4) parcels at or near the southwest intersection of South 7th Street and Kanner Drive on Duban Terrace. The proposed Future Land Use for the proposed properties is RH, High Density Residential, with a proposed zoning of R-4, Medium Density Residential. Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6. FIRST READING

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

ORDINANCE NO. 24-005
AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE FOUR (4) PARCELS AT OR NEAR SOUTHWEST OF THE INTERSECTION OF S. 7TH STREET AND KANNER DRIVE ON DUBAN TERRACE, PARCEL IDS: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY;

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.

Staff Presentation:
Ryan Altizer, Senior Planner, presented the review and approval of a voluntary annexation at South 7th Street and Kanner Drive on Duban Terrace.

RECOMMENDATION:
Staff recommendation is for the City Commission to vote for approval of the proposed annexation.

Mayor Hudson opened the public hearing.

Questions of Staff:
The Commission inquired if this had gone through TRC, if TRC made comments, if the right-of-ways are City or County, if utilities and sewer exist and if they are City or County, and commented that the property is surrounded by County property and how infrastructure will be maintained.

Mr. Altizer answered the questions posed by the Commission.

Michelle Danaluk commented on the annexation.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-005.

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

Passed

d. Quasi-Judicial Hearing - Ordinance 24-004 providing for a Zoning Atlas Map Amendment by owner Ubilla-Duque Holdings, LLC., of one (1) parcel of land to change "Area 1" zoning classification from Commercial, General CG, to General Commercial, C-3, and "Area 2" zoning classification from Residential Multi-Familu (RM-11), to Residential High (R-5) generally located at 3307 S US Hwy 1 Fort Pierce, FL 34982. Parcel IDs: 2427-601-0050-000-7. FIRST READING

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

ORDINANCE NO. 24-004
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, REZONING A TOTAL OF +/- 3.72 ACRES OF PROPERTY GENERALLY LOCATED AT OR NEAR 3307 S US HWY 1 IN ORDER TO REZONE +/-2.66 ACRES (“AREA 1”) OF THE PROPERTY FROM COUNTY ZONING OF COMMERCIAL, GENERAL (CG) TO CITY ZONING OF GENERAL COMMERCIAL (C-3) AND TO REZONE +/- 1.05 ACRES (“AREA 2”) OF THE PROPERTY FROM COUNTY ZONING OF RESIDENTIAL MULTI-FAMILY (RM-11) TO RESIDENTIAL HIGH (R-5); PROVIDING FOR A SEVERABILTY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings. 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 – No
Commissioner Arnold Gaines – No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson – No
Mayor Hudson – No

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

Staff Presentation:
Kerry Driver, Planner, presented the Zoning Atlas Map Amendment for 3307 S US Hwy 1.

RECOMMENDATION:
Staff recommends APPROVAL of the proposed "Area 1" rezoning from COM, Commercial, to C-3, General Commercial, and "Area 2" rezoning from RM-11, Residential Multi-Family to R-5, Residential High.

Questions of Staff:
None

Mayor Hudson opened the public hearing.

Applicant Questions of Staff:

Alejandro Toro had no questions of staff.

Questions of the Applicant:
None

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve Ordinance No. 24-004.

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

Passed

e. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review), submitted by applicant Francarlos Rivera with TEG Developers, to construct a two-hundred and six (206) unit rental community with an amenity center, a proposed 10.7 acre conservation easement and associated development improvements at 5315 Edwards Road and 5496 Altman Road, more specifically at Parcel IDs: 2430-231-0001-000-4 and 2430-234-0001-000-3.

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 (Residents)
Commissioner Arnold Gaines – No
Commissioner Curtis Johnson Jr.- No
Commissioner Jeremiah Johnson – Yes (Residents)
Mayor Hudson – No

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

Staff Presentation:
Ryan Altizer, Senior Planner, presented the application for Site Plan at 5315 Edwards Road and 5694 Altman Rd.

RECOMMENDATION:
Staff's recommendation is for the City Commission to vote APPROVAL of the proposed Site Plan (Development and Design Reviews), with five conditions.
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.
2. A gopher tortoise survey will be required per State Statute before construction can begin.
3. Addresses will need to be submitted to the Planning Department for all units prior to building permit applications.
4. Prior to the issuance of any Site Clearing Permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort 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. Payment-in-lieu to St. Lucie County in respect of the portion of sidewalk that would be required between the two developments and that portion would be related to the cost of the sidewalk itself, not to any stormwater or infrastructure improvements that would be required

Questions of Staff:
The Commission inquired about sidewalk connectivity, amenities, the development entrance for signalization, and school transportation.

Mr. Freeman commented on the sidewalk improvement expected by the County.

Mr. Altizer clarified that amenities exist at both locations; entrance signalization, school pickup, and a proposed shelter.

Applicant Questions of Staff:
Carlos Rivera, TEG Developers, had no questions of staff.

Questions of the Applicant:
The Commission inquired on the distance from the intersection of Jenkins and Edwards to the proposed property line, sidewalk and infrastructure, common area facilities and connectivity, heavy traffic, property setbacks, and landscaping.

Mr. Freeman commented on the availability of right-of-way.

Mr. Rivera answered the questions posed by the Commission.

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

Commission Discussion:

The Commission inquired on the TRC, number of units, TPO involvement in connectivity, expressed concern with school transportation, commented on the need for County communication, deficiency in connectivity, and traffic studies.

Mr. Mimms commented that improvements to Jenkins Rd may not take place for between eight and twelve years and does not see a safe mechanism between the communities.

Mayor Hudson reopened the public hearing.

Mr. Freeman inquired on the traffic study and impact,and why connectivity is not provided between both developments.

Mr. Rivera answered the questions posed by Mr. Freeman, explained the payment in lieu for site improvements, and explained additional connectivity plans involving St. Lucie County.

The Commission discussed the addition of a condition for signalization or signage.

Mr. Mimms commented that St. Lucie County must agree to changes and that this may need to come back before the Commission.

A continuance was suggested of no less than thirty days to address several issues posed by the Commission.

Mayor Hudson closed the public hearing.

City Attorney Hedges explained the procedures for continuance.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. for continuance to the May 6, 2024, Regular Meeting to provide additional information regarding sidewalk connections between Viva East and West, signalized crosswalks, and intersection management via stop signs with St. Lucie County.

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

Passed

f. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development and Design Review) by property owner, BGDN LLC, and representative, Leslie Olson, Principal of District Planning Group, to construct a 312-unit multi-family luxury apartments development with a Clubhouse, Barbeque and Pool area, Indoor Gym, Tot Lot, and associated site improvements at or near the SE Corner of Graham Road and S. Jenkins Road and approximately 669 feet south of Graham Road in Fort Pierce, Florida, more specifically located at Parcel Control Number(s): 2418-333-0004-000-0, 2418-333-0003-000-3, 2418-333-0002-000-6, 2418-333-0001-000-9.

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 – No
Commissioner Arnold Gaines – No
Commissioner Curtis Johnson Jr.- Yes (Developer)
Commissioner Jeremiah Johnson – Yes (Applicant)

Mayor Hudson – No

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

Staff Presentation:
Vennis Gilmore, Assistant Planning Director, presented an application for a Site Plan near the SE Corner of Graham Road and S. Jenkins Road.

RECOMMENDATION:
Planning Staff is recommending APPROVAL of the proposed 312-unit multi-family development with the following conditions:

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.
2. 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.
3. If a monument sign is proposed, please consider installing a landscaped area around the proposed monument sign base which extends a minimum distance of three (3) feet in all directions. Such landscaped area shall be completely covered by ground cover and shrubs, hedges, or similar vegetative materials.
4. 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.
5. After completion of the Unity of Title and Lot Combination, a General Address Request Form for the newly created Parcel ID and for each proposed building and residential unit shall be submitted to the Planning Department.
6. All required Right-of-Way Permits must be approved and installation of the proposed southern sidewalk extension to Okeechobee Road must be completed prior to Final Certificate of Occupancy is approved for the site.
7. Preparation for a school bus stop/shelter within the multi-family development be discussed with the St. Lucie County School Board.
8. Electric Vehicle infrastructure be installed as part of the proposed parking.

Questions of Staff:
The Commission inquired on what is front facing Jenkins, the multimodal bus stop, landscaping, and charging station.

Mr. Gilmore answered the questions posed by the Commission regarding the bus stop, its proximity to Camping World, the widening of the road and turnabout, and the ten-foot landscape buffering.

Mayor Hudson opened the public hearing.

Applicant Questions of Staff:
Leslie Olson, District Planning Group, provided information on the proposed project, buffering, the use of shutters on the area front-facing Jenkins, and bioswales.

Questions of the Applicant:
The Commission inquired on the transit stop, right of way, is the school bus stop covered, the location of the mail center.

Ms. Olson clarified that the proposed is a placeholder until placement is determined, the ultimate ride of way requested by St. Lucie County, the applicant is open to covering the school bus stop with the addition of a condition.

Blane Berkstresser, KMA Engineering, explained the dedicated right of way that meets St. Lucie County requirements.

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the application with the eight (8) conditions and the addition of a condition that the school bus shelter be covered.

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

Passed

g. Quasi-Judicial Hearing - Review and approval of a conditional use with no new construction application submitted by One Eleven Orange, LLC, in respect of a proposed 'Family Amusement Center' to be located within the full main level in the Second Generation Space at 111 Orange Ave. Parcel ID: 2410-509-0002-000-1.

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 (Owners)
Commissioner Arnold Gaines – No
Commissioner Curtis Johnson Jr.- Yes (Emails)
Commissioner Jeremiah Johnson – Yes (Residents)
Mayor Hudson – No

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

Staff Presentation
Kevin Freeman, Planning Director, presented the approval of a conditional use with no new construction application submitted by One Eleven Orange, LLC, in respect of a proposed 'Family Amusement Center' to be located within the full main level in the Second Generation Space at 111 Orange Ave.

RECOMMENDATION
Staff recommend approval of the conditional use and that the following conditions be applied to the approval of this use:
Skill-based amusement games or machines are permitted as otherwise restricted by Florida State Statute 546.10 and shall not include;
1. Any game or machine that uses mechanical slot reels, video depictions of slot machine reels or symbols, or video simulations or video representations of any other casino game, including, but not limited to, any banked or banking card game, poker, bingo, pull-tab, lotto, roulette, or craps.
2. A game in which the player does not control the outcome of the game through skill or a game where the outcome is determined by factors not visible, known, or predictable to the player.
3. A video poker game or any other game or machine that may be construed as a gambling device under the laws of this state.
4. Any game or device defined as a gambling device in 15 U.S.C. s. 1171, unless excluded under 15 U.S.C. s. 1178.
Window tinting, mirrored windows, or other obscuring elements are prohibited on the front elevation of the premises.

Questions of Staff:
The Commission inquired if the City is covered as an amusement center, is the authorization with less substantial interior renovation is consistent with other conditional uses, will this property remain in this use for one year if not occupied, and hours of operations.

Mr. Freeman commented that the conditions provided ensure that it is not an “arcade” which goes against Florida statute, more than fifty percent of the work is

what is meant by substantial, explained the terms of the conditional use, the hours would be consistent with any other business downtown.

Mayor Hudson opened the public hearing.

Maureen Coyle posed concerns with hours, defining family, and whether security would be provided.

Anthony Talalay inquired if the company is experienced with arcades.

Mayor Hudson closed the public hearing.

Mr. Freeman commented that they are not yet aware of the operator or additional locations.

Commission Discussion:
The Commission commented on their level of comfort in making this decision without hearing from the owner/operator.

The recommendation was made to continue until April 15, 2024 so that the operator can attend.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to continue item 12g until the April 15, 2024 Regular Meeting.

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

Passed

h. *POSTPONED TO APRIL 15, 2024* Quasi-Judicial Hearing - Review and approval of an application for a Major Site Plan Amendment (Development Review) by property owner, Ocean Village POA, and representative, Leslie Olson, Principal of District Planning Group, to construct a 5-court Pickleball Amenity for the Ocean Village Residential Development and associated site improvements at or near 2400 South Ocean Drive in Fort Pierce, Florida, more specifically located at Parcel Control Number: 2507-321-0001-000-5.

13. CITY COMMISSION

a. Submittal of applications to serve on the Keep Fort Pierce Beautiful Board to fill an at-large vacancy.

This item will come back before the Commission to vote on at the April 1, 2024 Regular Meeting.

b. Resolution 24-R10 appointing Dr. Patrece Frisbee to the Historic Preservation Board as Commissioner Broderick's appointee.

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

RESOLUTION NO. 24-R10
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF MEMBERS TO THE HISTORIC PRESERVATION BOARD, PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Resolution No. 24-R10.

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

Passed

c. Resolution 24-R16 appointing Gloria Baxevanis to the Planning Board as Commissioner J. Johnson's appointee.

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

RESOLUTION NO. 24-R16
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 Jeremiah Johnson, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 24-R16.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

Michelle Danaluk
Kris Einstein
Michael Carey

15. COMMENTS FROM THE CITY MANAGER

City Manager Nick Mimms – No comments

City Clerk Linda Cox- No comments

City Attorney Sara Hedges- No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Curtis Johnson inquired about the downtown detail for the dates of the car show due to ADA accessibility and asked that this issue be resolved.

Commissioner Jeremiah Johnson commented on ADA accessibility and that it is being addressed and staff directed for compliance.

Mr. Mimms explained the duties of the downtown detail including during special events, ADA compliance concerns, and that staff was directed for compliance during events.

Commissioner Broderick commented on input from the downtown business owner regarding the car show.

Commissioner Jeremiah Johnson commented on measuring the effects of special events downtown.

Commissioner Gaines commented on ADA compliance.

Mayor Hudson commented on receiving car show complaints from downtown businesses.

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 9:49 P.M.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 04/01/2024

Re: Functional Neurological Disorder Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Functional Neurological Disorder Awareness Month

SUMMARY:

RECOMMENDATION:

ALTERNATIVES:

RESPONSIBLE STAFF:

COORDINATED WITH:

Attachments

Functional Neurological Disorder Awareness Month

Form Review

Form Started By: Latoya Ransom Started On: 01/17/2024 10:57 AM

Final Approval Date: 01/17/2024

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, in Federal fiscal year 2024, 3.9 million reports were made to child protective services; and

WHEREAS, child abuse and neglect is a resinous problem affecting every segment of our community, and finding solutions requires input and action from everyone; and

WHEREAS, our children are our most valuable resources and will shape the future of St. Lucie County; and

WHEREAS, child abuse can have long-term psychological, emotional, and physical effects that have lasting consequences for the victims of abuse; and

WHEREAS, Helping People Succeed is committed to providing protective factors and conditions that reduce or eliminate risk and promote the social, emotional, and developmental well-being of children; and

WHEREAS, effective child abuse prevention activities succeed because of the partnerships created between child welfare professionals, education, health, community and faith-based organizations, businesses, law enforcement agencies, and families; and

WHEREAS, communities must make every effort to promote programs and activities that can create strong and thriving children and families; and

WHEREAS, we acknowledge that we must work together as a community to increase awareness about child abuse and contribute to promote the social and emotional well-being of children and families in a safe, stable, and nurturing environment; and

WHEREAS, prevention remains the best defense for our children and families.

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

National Child Abuse Prevention Month

in Fort Pierce Florida and urges all citizens to recognize this month by dedicating ourselves to the task of improving the quality of life for all children and families.

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 1st day of April 2024.

MAYOR/COMMISSIONER

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

Meeting Date: 04/01/2024

Re: Email from Dianne S. McKee

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Dianne S. McKee sent an email recognizing the following Public Works Parks & Grounds employees for their exceptional productivity and customer service skills: Chris Dimaio, Troy Hall, and Mike Bombulas.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/22/2024 03:59 PM

Form Started By: Jennifer Robinson Started On: 03/22/2024 03:40 PM

Final Approval Date: 03/22/2024

From: Dianne Mckee <soccermomshadow4@yahoo.com>
Sent: Wednesday, March 20, 2024 2:41 PM
To: Nick Mimms <nmimms@cityoffortpierce.com>
Cc: Dianne McKee <soccermomshadow4@yahoo.com>; Paul Bertram <pbertram@cityoffortpierce.com>; Linda Hudson <LHudson@cityoffortpierce.com>; Linda Cox <lcox@cityoffortpierce.com>; Joanne Longo Bates <britanis@bellsouth.net>; Olga Bellekes <olgabellekes@gmail.com>; debramijal@gmail.com
Subject: Bucket Crew Kudos

Hey Nick,

I along with others, have observed and interfaced with multiple city department workers at South Beach Park.

I've got to recognize how productive the bucket crew (Mike, Chris, Troy) have been comparatively.

Good leadership (Paul) no doubt has built a good productive team.

They also have excellent customer service skills dealing with the public.

Please make sure they are recognized. After this project is finished I along with others, will circle back around to follow up from an owner/community members perspective.

Thanks to all and we shall see where we land.

Dianne S. McKee
On a Beach Somewhere
540-847-4778

City Commission Regular Meeting - 5:05 pm **10. a.**

Meeting Date: 04/01/2024

Re: Youth of the Year

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Boys & Girls Clubs of St. Lucie County Youth of the Year Presentation

Attachments

Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/04/2024 04:25 PM

Form Started By: Jennifer Robinson Started On: 03/04/2024 12:54 PM

Final Approval Date: 03/04/2024


BOYS & GIRLS CLUBS
OF ST. LUCIE COUNTY
30
YEARS
GREAT FUTURES START HERE.


FORT PIERCE, FL
THE SUNRISE CITY

ABOUT BOYS & GIRLS CLUBS

OUR MISSION: To enable all young people, especially those who need us most, to reach their full potential as productive, caring, responsible citizens.



OUR PROGRAMS: Education & Career Development, Character & Leadership, Health & Life Skills, Sports & Fitness, and The Arts

BY THE NUMBERS

25 Clubs / 16,000 Youth / 500,000 Meals

- Club teens made over $250,000 last year in workforce readiness stipends
- Club members completed 25,000+ community service hours (economic value = $735,250)
- 97% of Club members are on grade level and on track to graduate high school
- 76% of teens participated in job or internship opportunities
- 98% of Club members avoided risky behavior (smoking, alcohol, fighting, etc.)







PROGRAM SPOTLIGHTS



STEM PROGRAMS: Utilizing tools such as state-of-the-art STEM carts and drone technology, our STEM programs teach principles of science, tech, engineering and math while also teaching soft skills and offering certifications that can be transferred to real-world opportunities.



WORKFORCE READINESS: Program includes career exploration, college tours, resume writing, dress for success, trade skill acquisition, job shadows, local business tours & so much more.



HEALTHY LIFESTYLES & MENTAL HEALTH: Our Fort Pierce Clubs feature programs and activities such as Wellness Wednesdays (yoga, art therapy, etc.), partnership with Treasure Coast Barbers United, Passport to Manhood & SMART Girls.

FORT PIERCE
SPOTLIGHTS



21st CENTURY LEARNING CENTERS: Just in Fort Pierce, we operate TWO 21st Century Learning Centers at Fort Pierce Westwood Academy and our Garden Terrace Club, which focus on academic and personal enrichment opportunities through a project-based learning approach with certified teachers.



TEEN WORKFORCE STIPENDS: Teens earn stipends in our Clubs for taking part in assigned programming, completing assigned tasks within their Club, participating in community service projects, shadowing or interning with local businesses, and more!



WORLD-CLASS CLUBS: Beautification process of our Fort Pierce locations include enhancing physical Club spaces, tailoring equipment to meet the interests of our Club members, and working with community partners.

YOUTH OF THE YEAR

Our Youth of the Year program recognizes the extraordinary achievements and resilience of young individuals who embody leadership, service, and academic excellence. The program consists of:

- Resume/Essay Writing & Interviews
- Coaching with Local Leaders
- Advocacy & Platform Development
- Public Speaking Engagements
- Networking & Relationship Building
- Community Service & Mission Trip to Guatemala









WAYS TO GET INVOLVED



DONATE



STRATEGIC PARTNER



BOOSTER CLUB



VOLUNTEER



EVENTS

SCAN QR CODE FOR MORE INFORMATION

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

Meeting Date: 04/01/2024

Re: RFQ 2019-027 SA #6 for 13th Street Plan Update from Georgia Ave to Orange Ave

Submitted For: Selena Griffett, Project Engineer, Engineering

---

SUBJECT:

Approval of Specific Authorization No. 6 to RFQ 2019-027 for Professional Engineering Services for Kimley Horn & Associates, Inc for updates of the construction plans for 13th Street Improvements from Georgia Avenue to Orange Avenue in the amount of $69,840.00.

SUMMARY:

The 13th Street Improvement Project from Georgia Avenue to Orange Avenue was previously completed to the near final stage. The project was put on hold due to lack of funding. In anticipation of using Infrastructure Surtax Funding for the construction of these improvements, the plans need to be updated to the latest engineering standards.

Kimley Horn provided the original design and has provided a proposal for the updates to the plans. The proposal includes a fee of $69,840.00 to complete the update and provide the City with a set of plans ready to advertise for construction.

RECOMMENDATION:

Staff recommends approving Specific Authorization #6 for the updates to the 13th Street Improvement Project from Georgia Avenue to Orange Avenue.

ALTERNATIVES:

Do not approve the Specific Authorization.

RESPONSIBLE STAFF:

Selena Griffett
Jack Andrews

COORDINATED WITH:

City Attorney
Consultant

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2023/2024
Account:	114-1111-519-6310
Amount:	$69,840.00

FISCAL IMPACT:

Funding is available from the Infrastructure Surtax Account

Attachments

RFP 2019-027 Original Contract
DRAFT SA # 6
SA #6 Exhibit A - Scope
SA #6 Exhibit B - Fee
City Attorney Memo
Executed First Amendment

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/20/2024 12:56 PM
City Manager	Nick Mimms	03/20/2024 02:52 PM
Form Started By: Selena Griffett		Started On: 03/04/2024 09:09 AM
Final Approval Date: 03/20/2024		

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

July 30, 2020

Kimley-Horn and Associates, Inc.
445 24th Street, Suite 200
Vero Beach, FL 32960
Attn: Brian Good, P.E., Project Manager/Senior Vice President

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

Dear Mr. Good:

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: Kimley-Horn and Associates, Inc.
445 24th Street, Suite 200
Vero Beach, FL 32960
Attn: Brian Good, P.E., Project Manager/Senior 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

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: G Carter
Gelencia Carter, M.P.A.
Purchasing Manager

Date: 6-23-20

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
KIMLEY-HORN AND ASSOCIATES, INC.

BY: _____

Senior Vice President
Title

7/7/20
Date

END OF SECTION

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

THIS CONTRACT is made as of the 23rd day of July, 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 **KIMLEY-HORN AND ASSOCIATES, 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:
Kimley-Horn and Associates, Inc.
Attn: Brian Good, P.E., Senior Vice President
4452 24th Street, Suite 200
Vero Beach, FL 32960

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.

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

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Peter Sweeney, City Attorney

CONSULTANT:

By: _____

Print: Brian Good

Title: Senior Vice President

Today's Date: 7/7/20

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 Indian River

Brian Good, being first duly sworn, deposes and says:

That he is Senior Vice President
(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.

Kimley-Horn and Associates, INC.
(Firm Name)

By: _____

Title: Senior Vice President

Subscribed and sworn to before me this 7th
day of, July 2020.

_____
Notary Public

My Commission expires: (Seal)

11/26/2023

DOMENIC F DURR
Notary Public - State of Florida
Commission # GG 935236
My Comm. Expires Nov 26, 2023
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 7th, 2020

Official Address (Including Zip Code):

Kimley-Horn and Associates, Inc.
445 24th Street, Suite 200
Vero Beach, FL 32960

By: _____
Name

Brian Good
Name (Typed or Printed)

Senior Vice President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG-FREE WORK PLACE FORM

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

Kimley-Horn and Associates, 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

7/7/20
Date

SPECIFIC AUTHORIZATION NO. 6
NORTH 13TH STREET IMPROVEMENTS
(GEORGIA AVENUE TO ORANGE AVENUE)
PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the Continuing Contract for RFQ No. 2019-027 – Professional Engineering Services between the **City of Fort Pierce** (hereinafter referred to as "CITY") and **Kimley-Horn and Associates, Inc.** (hereinafter referred to as "ENGINEER") dated the 23rd day of July 2020 and the First Amendment thereto dated the ___ day of _____, 20___ (hereinafter collectively referred to as the "AGREEMENT"), CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to North 13th Street Improvements project, 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 for the preparation of construction plans in support of the design and bidding of improvements to North 13th Street (from Georgia Avenue to Orange Avenue). 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:

Preliminary Construction Documents	5 months from NTP
Final Construction Documents	7 months 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 $69,840.00.

SPECIFIC AUTHORIZATION NO. 6
NORTH 13TH STREET IMPROVEMENTS
(GEORGIA AVENUE TO ORANGE AVENUE)
PROFESSIONAL SERVICES

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

ENGINEERING DESIGN & CONSTRUCTION, INC.

By: _____ Date: 02/19/2024
Brian Good, PE Senior Vice President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: _____
Sara Hedges, City Attorney

EXHIBIT "A"
DETAILED DESCRIPTION OF THE PROJECT
AND
ENGINEER SCOPE OF SERVICES

NORTH 13TH STREET IMPROVEMENTS – GEORGIA AVENUE TO ORANGE AVENUE

PROJECT DESCRIPTION:

The City desires to review and update the construction documents previously prepared in 2009 to support the roadway improvements to North 13th Street between Georgia Avenue to Orange Avenue, approximately 2,650 linear feet. The roadway improvements consist of reconstructing the roadway, adding continuous pedestrian improvements along both sides of the corridor, adding on-street parking where possible, adding decorative lighting and landscaping improvements.

The City is requesting to review and update the construction documents to address the following:

- Changes along the corridor since 2009 (i.e. a joining sidewalk improvements, fences, etc.)
- Update the construction documents to reflect current Florida Department of Transportation design standards
- Review and revise plans to address potential changes in franchise utilities within the corridor
- Review and revise plans to address changes to identified license agreements within the corridor

DESCRIPTION OF TASK DELIVERABLES:

The ENGINEER agrees to perform professional roadway design and related services in connection with the project as required and set forth in the following:

A. General:

1. The ENGINEER will endeavor not to duplicate any previous work done on the project. After issuance of written authorization to proceed, the ENGINEER shall consult with the City to clarify and define the requirements for the project and review available data.

2. The ENGINEER will attend conferences with the City and its representatives upon reasonable request.

3. In order to accomplish the work described under this Task Order in the time frames and conditions set forth, the ENGINEER will observe the following requirements:

    a. The ENGINEER will complete his work on the project within the time allowed by maintaining an adequate staff of registered engineers, draftsmen, and other employees on the work.

    b. The ENGINEER will design the project in such a manner as to be in reasonable conformance with applicable federal, state and local laws, and shall comply with the Florida Department of Transportation's Plans Preparation Manual Design Criteria, latest edition.

    c. The ENGINEER will prepare all necessary sketches and completed application forms to accompany the City's applications for required federal, state, or local permits.

    d. The ENGINEER will cooperate with the City in order that all phases of the work may be properly scheduled and coordinated.

    e. The ENGINEER will send a complete preliminary set of construction plans to any city, county, state, regional or federal regulatory agency from which a permit or other approval is required prior to final approval of the design by the City Engineer, and will coordinate the project design with all applicable agencies.

4. Compensation to the ENGINEER for basic services shall be in accordance with Section IV – Compensation, of this Agreement, as mutually agreed upon by the ENGINEER and City.

B. Supplemental Topographic Survey:

The ENGINEER will provide supplemental topographic design survey services necessary to support and facilitate contemplated design changes with this project. This task will consist of the preparation of digital base map topographic surveys in accordance with the Professional Land Surveyors in Chapter 5J-17, Florida Administrative Code, pursuant to the intent of the Florida Standards of Practice set forth by the Florida Board of Professional Surveyors in Section 472.027, Florida Statutes.

C. Culvert Inspections:

The ENGINEER will provide limited culvert inspections that will include the collection of baseline measurements that will aid in the evaluating of three (3) vitrified clay storm sewer culverts located within the project limits, approximately 900 linear feet. Typical baseline measurements include the following:

- Size of culvert — pipe diameter (if round) or span and rise dimensions
- External visual investigation looking for surface indicative of culvert failure (loss of embankment/fill, surface defects)
- Internal culvert visual investigation (automated camera or dive inspection)
- Length of culvert
- Type and configuration of end treatments
- Build-up of debris/sediment at ends of culvert affecting flow
- Alignment changes, culvert shape, or material changes along culvert length

Based upon deterioration such as corrosion, coating loss, perforations, cracks, joint deficiencies, culvert deformation; the ENGINEER will make pipe culvert rehabilitation recommendations along with estimated construction costs.

D. Construction Document Revisions:

The ENGINEER will review and/ or revise the construction documents to address the following:

- Address changes in conditions between 2009 and today
- Revise construction documents to reflect current FDOT design standards
- Address City review comments
- Solicit current franchise utility operator record drawings and revise the construction documents to reflect identified changes
- Review identified license agreements

M. CONSTRUCTION PHASE ASSISTANCE:

Bidding and Construction phase services are not included in this work order and shall be submitted to the City under a supplemental amendment, if so requested, once the construction documents have been finalized and construction duration has been determined.

TIME OF PERFORMANCE:

Preliminary Construction Documents	5 months from NTP
Final Construction Documents	7 months from NTP

EXHIBIT "B"

COMPENSATION

The City agrees to pay and the ENGINEER agrees to accept for services rendered pursuant to fees in accordance with the following:

A. Professional Services Fee: The basic compensation mutually agreed upon by the ENGINEER and the City follows:

Lump Sum Tasks

Task Description	Fee
Supplemental Topographic Survey	$ 3,750
Culvert Inspections	$ 3,450
Construction Document Revisions	$ 62,640
Grand Total	**$ 69,840**

Compensation will be computed at the hourly rates of

Project Manager	$	265.00
Project Engineer	$	225.00
Analyst	$	145.00
Technician	$	125.00
Clerical	$	70.00

EXHIBIT B

ESTIMATE FOR ENGINEERING SERVICES

Project Name 13th Street Update - Georgia Avenue to Orange Avenue
Task Summary Project Work Plan
Date 30-Aug-23

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical
	$295	$265	$225	$105	$145	$125	$70
Project Coordination	0	24	8	0	32	0	20
Roadway Plans	6	20	78	0	16	172	0
Total Hours =	6	44	86	0	48	172	20
Labor Fee =	$1,770	$11,660	$19,350	$0	$6,960	$21,500	$1,400

Roadway Design Fee =	$62,640	
Topographic Survey =	$3,750	(Subconsultant)
Ex. Utility Video Inspection =	$3,450	(Subconsultant)
Total Fee =	$69,840	

Activity: Project Coordination

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	*Remarks*
Contract File		4					4	
Project Coordination								
City Eng Dept		16					8	
Franchise Utility Operators			8		32		8	
QC/QA								
Project Management		4						
Subtotal	0	24	8	0	32	0	20	

Activity: Roadway Plans

Task	QA/QC Manager	Project Manager	Project Engineer	Enviro Prof.	Analyst	Technician	Clerical	*Remarks*
Design Document Recovery			18			40		
Address City Review Comments		12	24			60		address survey changes sidewalk, fences, etc.
Revise to current FDOT design standards			16			32		
License Agreement Support and Review		4	16			40		
Cost Estimate			4		16			
QC/QA	6							
Project Management		4						
Subtotal	6	20	78	0	16	172	0	

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: RFQ 2019-027 FIRST AMENDMENT AND SA#6 FOR KIMLEY HORN AND ASSOCIATES, INC.

CAO RLS FILE: RLS 24-09

DATE: FEBRUARY 10, 2024

I have reviewed the above Request for Legal Services (RLS) related to the First Amendment and Specific Authorization Number 6 with Kimley Horn and Associates. One minor correction is needed to the Specific Authorization. Please change Section 3 to reflect Exhibit B instead of Exhibit A. You do not need to resubmit the RLS for additional review, so long as this change is made.

With that change incorporated, both the First Amendment and Specific Authorization Number 6 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

FIRST AMENDMENT
TO CONTINUING CONTRACT FOR RFQ NO. 2019-027
PROFESSIONAL ENGINEERING SERVICES

This **FIRST AMENDMENT** to Continuing Contract for RFQ No. 2019-027 Professional Engineering Services is made and entered into this 4th day of March, 20 24 by and between **the City of Fort Pierce**, Florida, a municipal corporation (the "City) and **Kimly Horn and Associates, Inc.** ("Consultant"), collectively the "Parties".

WHEREAS, the Parties entered into the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services on July 23, 2020; and

WHEREAS, review of the terms of the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services on July 23, 2020 resulted in the need to update terms for compliance with legal requirements and insurance requirements; and

WHEREAS, the Parties have agreed to modifications of the Continuing Contract for RFQ No. 2019-027 Professional Engineering Services.

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

SECTION 1. The recitals set forth above are acknowledged by the parties to be true and correct are in incorporation herein by reference.

SECTION 2. Paragraph 12. INSURANCE is hereby amended and replaced to read and require as follows:

> The CONSULTANT shall, at its own expense, procure and maintain, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein. The CONSULTANT shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to and approved by the CITY. As evidence of compliance with the insurance required herein, CONSULTANT shall furnish the CITY with:
>
> (a) A fully completed satisfactory Certificate of Insurance (ACORD Form 25 or equivalent) evidencing all coverage required herein, with a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies) and a copy of the actual additional insured endorsement as issued on the Commercial General Liability policy, signed by an authorized representative of the insurer(s) verifying inclusion of the Fort Pierce Redevelopment Agency and the CITY of Fort Pierce and their respective members, officials, officers and employees as additional insureds in the Commercial General Liability coverage;
> (b) The original of the policy(ies); or

(c) Other evidence satisfactory to the CITY.

Until such insurance is no longer required by this Contract, CONSULTANT shall provide the CITY with renewal or replacement evidence of insurance at least thirty (30) days prior to the expiration or termination of such insurance.

To the extent CONSULTANT is permitted to and elects to sub-contract any of the work performed under this Contract, CONSULTANT will require all subcontractors to provide insurance coverage complying with the requirements set forth herein and will provide the CITY with evidence of such coverage prior to the commencement of the subcontractor's work.

Workers' Compensation Insurance/Employer's Liability Insurance
Such insurance shall be no more restrictive than that provided by the Standard Workers' Compensation Policy, as filed for use in Florida by the National Council of Compensation Insurance (NCCI), without restrictive endorsements, other than any endorsement required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law. The minimum amount of coverage (inclusive of any amount provided by an umbrella or excess policy) shall be:

Part One:	Statutory
Part Two:	$1,000,000 Each Accident
	$1,000,000 Disease – Policy Limit
	$1,000,000 Disease – Each Employee

The policy must be endorsed to waive the insurer's right to subrogation against the CITY, and their respective officials, officers and employees in the manner which would result from the attachment of NCCI's Waiver of Our Right to Recover From Others Endorsement (Advisory Form WC 00 03 13) with the CITY, and their respective officials, officers and employees scheduled thereon.

Commercial General Liability Insurance
Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than those which are required by the State of Florida or those which under an ISO filing must be attached to the policy (i.e., mandatory endorsements).

The CITY, and their respective officials, officers and employees shall be included as an "Additional Insureds" on a form no more restrictive than ISO Form (CG 20

10, Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization Endorsement) and ISO Form CG 20 37 (Additional Insured – Owners, Lessees or Contractors-Completed Operations). The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$2,000,000 General Aggregate
$2,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal and Advertising Injury
$1,000,000 Each Occurrence

CONSULTANT shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The insurance shall be on a form no more restrictive than, and shall cover those sources of liability which would be covered by Coverage A of the latest occurrence form edition of the Commercial General Liability Coverage Form (ISO Form CG 00 01), or of the occurrence Products/Completed Operations Liability Coverage Form (ISO Form CG 00 37), as filed for use in the State of Florida by ISO, without any restrictive endorsements other than those which, under an ISO filing, must be attached to the policy (i.e., mandatory endorsements).

Automobile Liability Insurance

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without restrictive endorsements other than those required by the State of Florida or those under which an ISO filing must be attached to the policy (i.e., mandatory endorsements). The policy shall include coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the work. Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Each Occurrence – Bodily Injury and Property Damage Combined

Design Professional Liability

Any entity hired to perform professional design services as a part of this Contract shall maintain professional liability coverage. Such coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage

been on an occurrence basis. The minimum limits (inclusive of amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Claim
$1,000,000 Per Aggregate

Pollution Legal Liability

Any entity hired to perform services as part of this contract for environmental or pollution related concerns shall maintain CONSULTANT'S Pollution Liability coverage. Such insurance shall cover CONSULTANT for liability resulting from pollution of other environmental impairment arising out of, or in connection with, work performed under this Contract, or which arises out of, or in connection with this Contract, including coverage for clean-up of pollution conditions and third party bodily injury and property damage claims arising from pollution conditions. Such insurance shall also include transportation coverage and non-owned disposal site coverage.

Coverage must either be on an occurrence basis; or if on a claims-made basis, the coverage must respond to all claims reported with three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

The insurance shall include the CITY, and their respective officials, officers and employees as additional insureds.

The minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

$1,000,000 Per Loss
$2,000,000 Annual Aggregate

Property Insurance (Builders Risk / Installation Floater)

100% Contract Value. Such insurance shall be on a form acceptable to the CITY's Risk Management Department. The Property policy shall include SPECIAL FORM/ALL RISK COVERAGES. The Property policy shall not be subject to a coinsurance clause. A maximum $10,000 deductible for other than windstorm and hail. For windstorm and hail coverage, the maximum deductible applicable shall be 2% of the completed value of the project. The CITY shall be included as Insureds and as Loss Payees.

Payment Bond and Performance Bond

CONSULTANT shall execute, deliver to the CITY, in accordance with the performance and payment bond requirement, and record in the public records of

the county where the improvement is located, a statutory payment bond and a common law performance bond in the amount of this Agreement. CONSULTANT shall provide the CITY with a true copy of the recorded bond(s) as evidence of such recording. The payment and performance bonds shall be issued using the Statutory Payment Bond form and the Common Law Performance Bond form provided by the CITY.

Each bond shall be signed on behalf of the CONSULTANT by an individual who is duly authorized to execute the bond on behalf of the CONSULTANT. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties, and (b) the Power-of-Attorney for the Attorney-in-Fact who has executed the bond.

All bonds required under this Agreement shall be written with a surety holding a certificate of authority authorizing it to write surety bonds in Florida and the surety bond shall be countersigned by a licensed Florida agent appointed by the surety. The surety shall have a minimum Best's Rating of "A-" according to A.M. Best Company and shall also maintain a current certificate of authority as an acceptable surety on Federal Bonds in accordance with U.S. Department of Treasury Circular 570, current revision.

General Conditions

The insurance provided by CONSULTANT shall apply on a primary basis to any insurance or self insurance maintained by the CITY. Any insurance or self-insurance maintained by the CITY shall be excess of, and shall not contribute with, the insurance provided by CONSULTANT.

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, the CITY may permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. All applicable deductibles and self-insured retentions must be disclosed to and approved by the CITY prior to being used to satisfy any of the insurance requirements contained herein. CONSULTANT shall pay on behalf of the CITY, or their respective officials, officers, and employees any deductible or self-insured retention applicable to a claim against the CITY, or their respective officials, officers, and employees.

All policies of insurance provided by the CONSULTANT shall be endorsed to provide that the Insurer waives its rights against the CITY of Fort Pierce and their members, officials, officers, and employees.

Compliance with these insurance requirements shall not limit the liability of CONSULTANT. Any remedy provided to the CITY by the insurance provided by CONSULTANT or the CITY shall be in addition to and not in lieu of any other remedy (including, but not limited to, as an indemnitee of CONSULTANT) available to the CITY under this Agreement or otherwise.

All insurance policies provided by the CONSULTANT shall be endorsed to provide the CITY with thirty (30) days' prior written notice of cancellation.

Neither approval nor failure to disapprove insurance furnished by CONSULTANT shall relieve CONSULTANT from responsibility to provide insurance as required by this Agreement.

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attention: Risk Manager
100 N. U.S. Hwy 1
Fort Pierce, FL 34954-1480

Additional Insured for General Liability
City of Fort Pierce and their respective officials, officers, and employees

SECTION 3. Paragraph 13. INDEMNIFICATION is hereby amended and replaced to read and require as follows:

Except for expenses or liabilities arising from the negligence of the CITY, the CONSULTANT hereby expressly agrees to indemnify and hold the CITY harmless against any and all expenses and liabilities arising out of the performance or default of this Contract as follows:

CONSULTANT shall indemnify and hold harmless, to the maximum extent permitted by law, the CITY and their officials, officers and employees from and against any and all liability, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the CONSULTANT and persons employed by or utilized by the CONSULTANT in CONSULTANT'S performance of this Contract.

CONSULTANT'S obligation to indemnify and hold harmless shall remain in effect and shall be binding upon CONSULTANT whether such injury or damage shall accrue, or may be discovered, before or after termination of this Contract.

CONSULTANT'S failure to comply with this section's provisions shall constitute a material breach upon which the CITY may immediately terminate or suspend this Contract.

SECTION 4. Paragraph 39. E-VERIFY is hereby created and requires as follows:

All requirements of Section 448.095, Florida Statutes, shall be complied with by CONSULTANT. In accordance with, Section 448.095, Florida Statutes, CONSULTANT shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If CONSULTANT enters into a contract with a subcontractor performing work or providing services on its behalf, CONSULTANT shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify CONSULTANT shall, upon request, provide evidence of compliance with this provision to the CITY. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the CITY terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. CONSULTANT is liable for any additional costs incurred by the CITY as a result of the termination of this contract under Section 448.095, Florida Statutes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this First Amendment as of the date first written above and in counterparts, each of which shall be treated as an original upon the terms and conditions above stated.

CONSULTANT:
KIMLEY-HORN AND ASSOCIATES, INC.

By: _____

Print: Brian Good, P.E.

Title: Senior Vice President

Date: 02/19/2024

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

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

Meeting Date: 04/01/2024

Re: Piggyback Agreement with Cintas for the Purchase of AED Machines and a Service Contract

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Approval of a piggyback agreement with Cintas for the purchase of AED machines and a service contract in the annual amount of $15,048.00 for five years.

SUMMARY:

This is a Piggyback Agreement based on a competitively bid contract between Cintas and the University of Nebraska. The City will receive 19 AED Machines with Service for five (5) years, pursuant to the Agreement. The annual price of purchase is $15,048.00. The total price for five (5) years is $75,240.00. The AED machines will be placed at City buildings and properties.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Noemi Rios, Risk Manager
Rebecca Mondono, Risk Management Specialist

COORDINATED WITH:

Noemi Rios, Risk Manager
Rebecca Mondono, Risk Management Specialist
Gelencia Carter, Purchasing Manager

Fiscal Impact

OTHER INFORMATION:

The annual price of purchase is $15,048.00. The total price for five (5) years is $75,240.00.

Attachments

Piggyback Agreement
Exhibit A
Cintas Order Form Agreement
City Attorney Memorandum

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 02:57 PM
City Manager	Nick Mimms	03/20/2024 05:03 PM

Form Started By: Sara Hedges Started On: 03/20/2024 12:36 PM

Final Approval Date: 03/20/2024

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

PIGGYBACK CONTRACT

The City of Fort Pierce ("City") enters this Contract with **CINTAS Corporation No. 2** (hereafter 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 the **University of Nebraska,** contract being identified as**: CINTAS and University of Nebraska "Master Agreement"** under RFP No. 3702-2-4618, executed June 1, 2023.

3. The CINTAS and University of Nebraska "Master Agreement" is incorporated here by reference and is attached as **Exhibit "A"** to this contract. The terms and conditions of **Exhibit "A"** shall be fully binding upon the City and the Vendor.

4. Notwithstanding the requirement that the CINTAS and University of Nebraska "Master Agreement" is fully binding on the parties, the parties have agreed to modify certain technical provisions of the CINTAS and University of Nebraska "Master Agreement" as applied to this contract between the Vendor and the City of Fort Pierce, as follows:

   a) Time Period ("Term") of agreement**: <u>Five (5) Years</u>**
   b) Insurance Requirements: **<u>See below Paragraph 10</u>**
   c) Contract Price: **<u>Amount not to exceed $15,048.00, annually</u>**
   d) Address change for the City of Fort Pierce: Notwithstanding the address and contract information for the government entity as set out in Exhibit "A", the Vendor agrees to send notices, invoices and will conduct all business with:

      City of Fort Pierce, Florida
      Attention: Finance
      100 N. U.S. Hwy 1, Fort Pierce, FL 34950
      Telephone: (772) 467-3000
      Email: dfaniel@cityoffortpierce.com

      With a copy to:
      City Attorney's Office
      100 N. U.S. Hwy 1
      Fort Pierce, FL 34950

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

Name: Noemi Rios
Title: Risk Manager
Address: 100 N U.S Hwy 1, Fort Pierce, FL 34950
Telephone: 772-467-3070
Email: nrios@cityoffortpierce.com

5. Notwithstanding any other provision the CINTAS and University of Nebraska "Master Agreement" 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 the State 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.

6. Notwithstanding any other provision in the Cintas and University of Nebraska "Master Agreement" to the contrary, the City shall not release, defend, hold harmless, or indemnify CINTAS, its agents, representatives, or officials or any other entity or person for any reason or cause of action related to this Agreement or the use of any AEDs, goods, or services.

7. Notwithstanding any other provisions in the Cintas and University of Nebraska "Master Agreement" to the contrary, the City does not agree to any limitation of liability against CINTAS should CINTAS be found liable for any cause of action.

8. **E-VERIFY:** All requirements of Section 448.095, Florida Statutes, shall be complied with by Vendor. In accordance with, Section 448.095, Florida Statutes, Vendor shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Contract. If Vendor enters into a contract with a subcontractor performing work or providing services on its behalf, Vendor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify. Vendor shall, upon request, provide evidence of compliance with this provision to the City. A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. Vendor is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

9. Nothing contained in this contract or Cintas and University of Nebraska "Master Agreement" shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

10. **INSURANCE:** The Vendor shall, on a primary basis and at its sole expense, agree to maintain in full force and effect at all times during the life of this Contract, insurance coverage and limits, including endorsements, as described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by the Vendor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Vendor under the Contract.

The parties agree and recognize that it is not the intent of the City of Fort Pierce that any insurance policy/coverage that it may obtain pursuant to any provision of this Contract will provide insurance coverage to any entity, corporation, business, person, or organization, other than the City of Fort Pierce and the City shall not be obligated to provide any insurance coverage other than for the City of Fort Pierce or extend its immunity pursuant to Section 768.28, Florida Statutes, and as may be amended from time to time, under its self-insured program. Any provision contained herein to the contrary shall be considered void and unenforceable by any party. This provision does not apply to any obligation imposed on any other party to obtain insurance coverage for this project, and/or any obligation to name the City of Fort Pierce as an additional insured under any other insurance policy or otherwise protect the interests of the City of Fort Pierce as specified in this Contract.

Workers' Compensation Insurance & Employer's Liability: The Vendor shall agree to maintain Workers' Compensation Insurance & Employers' Liability in accordance with Section 440, Florida Statutes, and as may be amended from time to time. Employers' Liability must include limits of at least $100,000.00 each accident, $100,000.00 each disease/employee, and $500,000.00 each disease/maximum. A Waiver of Subrogation endorsement must be provided. Coverage shall apply on a primary basis. Should scope of work performed by the Vendor qualify its employee for benefits under Federal Workers' Compensation Statute (for example, U.S. Longshore & Harbor Workers Act or Merchant Marine Act), proof of appropriate Federal Act coverage must be provided.

Commercial General Liability Insurance: The Vendor shall agree to maintain Commercial General Liability insurance, issued under an Occurrence form basis, including Contractual liability, to cover the hold harmless agreement set forth herein, with limits of not less than:

Each occurrence	$1,000,000
Personal/advertising injury	$1,000,000
Products/completed operations aggregate	$2,000,000
General aggregate	$2,000,000
Fire damage	$100,000 any 1 fire
Medical expense	$10,000 any 1 person

Additional Insured: An Additional Insured endorsement must be attached to the certificate of insurance (should be CG2026) under the General Liability policy. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the City. Coverage shall extend to independent consultants and fellow employees. Contractual Liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO form separation of insurers clause.

Except as to Workers' Compensation and Employers' Liability insurance, Certificates of Insurance and policies shall clearly state that coverage required by the Contract has been endorsed to include the City of Fort Pierce, a municipality of the State of Florida, its officers,

agents and employees as Additional Insured for Commercial General Liability and Business Auto Liability policies. The name for the Additional Insured endorsement issued by the insurer shall read "City of Fort Pierce, a municipality of the State of Florida, its officers, employees and agents shall be listed as additional insured and include Contract Name and Number." Copies of the Additional Insured endorsements shall be attached to the Certificate of Insurance. The policies shall be specifically endorsed to provide thirty (30) day written notice to the City prior to any adverse changes, cancellation, or non-renewal of coverage thereunder. Formal written notice shall be sent to City of Fort Pierce, 100 N. US Highway One, Fort Pierce, FL 34950, Attn: Procurement. In the event that the statutory liability of the City is amended during the term of this Contract to exceed the above limits, the Vendor shall be required, upon thirty (30) days written notice by the City, to provide coverage at least equal to the amended statutory limit of liability of the City. Copies of the Additional Insured endorsement shall be attached to the Certificate of Insurance.

Business Automobile Liability Insurance: The Vendor shall agree to maintain Business Automobile Liability at a limit of liability not less than $1,000,000.00 each accident covering any auto, owned, non-owned and hired automobiles. In the event the Vendor does not own any automobiles, the Business Auto Liability requirement shall be amended allowing Vendor to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form. Certificate holder must be listed as additional insured. A waiver of subrogation must be provided. Coverage shall apply on a primary and non-contributory basis.

Professional Liability Insurance: The Vendor shall agree to maintain Professional Liability, or equivalent Errors & Omissions Liability, at a limit of liability not less than $2,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $10,000, the City reserves the right, but is not obligated, to review and request a copy of Contractor's most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis, Independent Contractor warrants that the retroactive date equals or precedes the effective date of this Contract. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, Contractor shall agree to purchase a SERP with a minimum reporting period not less than four (4) years. If policy contains an exclusion for dishonest or criminal acts, defense coverage for the same shall be provided.

Waiver of Subrogation: By entering into this Contract, the Vendor agrees to a Waiver of Subrogation for each required policy. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss Contract to waive subrogation without an endorsement then the Vendor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

Deductibles: All deductible amounts shall be paid for and be the responsibility of the Vendor for any and all claims under this Contract. Where an SIR or deductible exceeds $5,000, the City reserves the right, but is not obligated, to review and request a copy of the bidder's most recent annual report or audited financial statement.

It shall be the responsibility of the Vendor to ensure that all independent contractors and/or subcontractors comply with the same insurance requirements referenced herein. It shall be the responsibility of the Vednor to obtain Certificates of Insurance from all independent contractors and subcontractors listing the City as an Additional Insured without the language

"when required by written contract". If the Vendor, independent contractor and/or subconsultant maintain higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Vendor/independent contractor/subcontractor.

The Vendor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employers' Liability coverage under Umbrella or Excess Liability. The Umbrella or Excess Liability shall have an Aggregate limit not less than the highest "Each Occurrence" limit for either Commercial General Liability, Business Auto Liability, or Employers' Liability. When required by the insurer, or when Umbrella or Excess Liability is written on Non-Follow Form, the City shall be endorsed as an "Additional Insured."

The City by and through its Risk Management Division reserves the right, but is not obligated, to review, modify, reject or accept any required policies of insurance, including limits, coverages or endorsements, herein from time to time throughout the term of this Contract. All insurance carriers must have an AM Best rating.

A failure on the part of the Vendor to execute the contract and/or punctually deliver the required insurance certificates and other documentation may be cause for annulment of the award.

11. All other provisions in the Cintas and University of Nebraska "Master Agreement" are fully binding on the parties and will represent the agreement between the City of Fort Pierce and the Vendor.

Entered this 21 day of March 2024.

CINTAS, CORPORTATION NO. 2:

By: Brittany VanTuyle

Title: Public Sector Account Manager

Date: 3.21.2024

Attested by: _____

Name: _____

CITY OF FORT PIERCE:

By: _____

Title: _____

Date: _____

Attested by: _____

Name: _____

Approved as to Form and Correctness:

_____

Sara Hedges, City Attorney

Exhibit A – Cintas and University of Nebraska "Master Agreement"

EXHIBIT “A”

CINTAS AND UNIVERSITY OF NEBRASKA “MASTER AGREEMENT”

INTERNAL USE ONLY
PRO-SERVICE-001299

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	CINTAS	**Contact**	Ryan Duncan
		Email	duncanr@cintas.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC, UNL, UNO, UNK, UNOP
Administrative Unit/Dept.	P2P
Primary Contact Name	Sydney Zach
Primary Contact Email	sydney.zach@nebraska.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary ***(brief description and/ or event name)***	The entirety of this Uwide contract covers workforce solutions products and services to include, but not limited to: uniforms, cleaning mops and cloths, first aid and safety, and fire protection services, as well as the complete balance of line of parts and pieces. Estimated spend over the life of the contract is $2.5M for the University System. The University of Nebraska is the Omnia Partners Lead Agency for this contract. We will receive group-share rebates from the Omnia "WeShare" program, in addition to revenue as a lead agency.				
Purchase Category	Safety				
Total Amount of Spend	2,500,000.00 USD	**Start Date**	Upon Execution	**End Date**	1/31/2033 11:59 PM

BID INFORMATION	
Bid Number	3702-22-4618
Competitive Review Findings	Formal Bid Awarded
Contract Information	this is an OMNIA cooperative contract

University of Nebraska/OMNIA Partners, Public Sector Contract with Cintas Corporation No. 2 under RFP No. 3702-22-4618, Workplace Solutions

This Master Agreement ("Master Agreement") is by and between the Board of Regents of the University of Nebraska, a public body corporate and governing body of the University of Nebraska ("University"), and Cintas Corporation No. 2 ("Cintas" or "Supplier").

This Master Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (referenced herein as "Participating Public Agencies") through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector.

The following documents are incorporated by reference into this Master Agreement:

1. University of Nebraska-Cintas Master Agreement
2. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)
3. Cintas Workplace Solutions RFP Pricing Sheet
4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions
6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

Order of Precedence: Any ambiguity, conflict, or inconsistency between the documents comprising this Master Agreement shall be resolved according to the following order of precedence:

1. Exhibit A to University of Nebraska-Cintas Master Agreement, Alarm Monitoring Terms and Conditions (not applicable to University of Nebraska, only to other Participating Public Agencies)
2. University of Nebraska-Cintas Master Agreement
3. Attachment A
4. Cintas Workplace Solutions RFP Pricing Sheet
5. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation
6. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Acceptance Agreements: Sample Acceptance Agreements are attached to this Master Agreement but are not included in the Master Agreement order of precedence as these are exemplars only. The actual Acceptance Agreements signed by Participating Public Agencies may differ, and the precedence of those Acceptance Agreements relative to the Master Agreement is to be determined in accordance with the relevant Acceptance Agreement terms.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have entered into this Master Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Corporation No. 2

Signature:

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

RP

1. University of Nebraska-Cintas Master Agreement

University of Nebraska-Cintas Master Agreement – RFP 3702-22-4618

This University of Nebraska Master Agreement - Expenditure ("Agreement") dated as of the date of the last signature set forth below (the "Effective Date") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and Cintas Corporation No. 2 ("Supplier"). University and Supplier are collectively referred to as "parties."

WHEREAS, the terms and conditions of this Agreement shall be made available to additional state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (each a "Public Agency) through the cooperative purchasing program administered by the National Intergovernmental Purchasing Alliance Company d/b/a OMNIA Partners, Public Sector ("OMNIA");

WHEREAS, the terms and conditions set forth in this Agreement shall apply to any Public Agency that uses this Agreement through OMNIA's cooperative purchase program (each a "Participating Public Agency"), provided, University shall not be considered a Participating Public Agency;

WHEREAS, each Participating Public Agency shall execute one or more Facilities Solutions Cooperative Acceptance Agreement or Fire Protection Acceptance Agreement (collectively, "Acceptance Agreements"), as applicable, in the then-current format provided by Supplier (sample Acceptance Agreements attached hereto for general reference only);

WHEREAS, such Acceptance Agreements shall continue in force pursuant to their applicable term, notwithstanding the termination or expiration of this Agreement; and

WHEREAS, with respect to each Participating Public Agency subject to the terms and conditions of this Agreement, all references to "University" shall be deemed to refer to each Participating Public Agency except where (1) specifically noted or differentiated herein (including, without limitation, Sections 2, 14 and 46), or (2) where the terms and conditions on their face pertain specifically only to the University of Nebraska (e.g. Nebraska governing law). In the latter case, the intent is to modify such term for each Participating Public Agency as required by law, unless otherwise agreed in the Acceptance Agreement between Supplier and such Participating Public Agency.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

1. **Description of Deliverables**. Supplier agrees to provide the services, goods, or both identified in any applicable purchase order or Acceptance Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.

2. **Payment**. In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Participating Public Agencies payment terms, consistent with the Acceptance Agreements, are Net 30. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures provided in writing to Supplier, including those stated within the University of Nebraska Travel Policy (located at https://nebraska.edu/-

/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf).University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law.

3. **Purchase Order Requirement**.

a. A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment**.**

b. The parties agree that the terms and conditions of this Agreement shall prevail, notwithstanding contrary or additional terms, in any purchase order, sales acknowledgment, confirmation or any other document issued by either party affecting the products and services provided under this Agreement.

4. **Term**. The initial term of this Agreement shall commence on the Effective Date and continue for 5 years thereafter ("Initial Term"). This Agreement may be renewed for an additional 5 year term (the "Renewal Term") by mutual written agreement of the parties. Collectively the Initial Term and Renewal Term(s) shall be referred to as the "Term."

5. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

6. **Property Rights.**

a. For purposes of this Section 6, "Intellectual Property" shall mean, whether or not reduced to writing, all copyrights, patent applications, issued patents, including reissues, renewals, continuations, and divisions of the foregoing, know-how, proprietary data, ideas, discoveries, inventions, improvements, technology, trade secrets, methods, procedures, formulae, processes, technical and non-technical data, trade secrets, design rights, trademarks, trade names, trade dress, related source identifiers, works, and other proprietary rights relating to intangible property, and any applications or registrations of the foregoing, any rights arising from registration of any of the foregoing, and any right to sue for past or future infringement of the foregoing.

b. University acknowledges and agrees that, as between the parties, Supplier owns all Intellectual Property that (i) was the property of Supplier prior to the execution of this Agreement and (ii) is independently developed or acquired outside the scope of this Agreement ("Pre-Existing Intellectual Property"). In addition, Supplier shall own any Intellectual Property, developed in connection with this Agreement, that is an improvement of, or direct derivative of, Supplier's Pre-Existing Intellectual Property and know-how.

c. This Section 6.c shall be subject to Section 6.b in all respects. University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

7. **Termination**. In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of its receipt. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

a. If University terminates this Agreement for convenience, the parties agree that the damages sustained by Supplier will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by University for convenience in whole or in part, for any reason other than as set forth in Section 36, University will pay to Supplier as termination charges and not as a penalty the following termination charges based on the particular products and services terminated for convenience:

7.a.1. Rental Products and Services:

7.a.1.1. If this Agreement is terminated for convenience in the first twelve months of the term, University shall pay as termination charges equal to 52 weeks of rental service.

7.a.1.2. If this Agreement is terminated for convenience in months thirteen (13) through twenty-four (24) of the term, University shall pay as termination charges equal to thirty-nine (39) weeks of rental service.

7.a.1.3. If this Agreement is terminated for convenience in months twenty-five (25) through thirty-six (36) of the term, University shall pay as termination charges equal to twenty-six (26) weeks of rental service.

7.a.1.4. If this Agreement is terminated for convenience after forty-eight (48) months of service, University shall pay as termination charges of thirteen (13) weeks of rental service.

7.a.1.5. University shall also be responsible to return all of the merchandise allocated to such University locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on University's account prior to termination.

First and Aid and Safety: Twenty-five percent (25%) of the unexpired term based on the previous six (6) months average revenue.

8. **Representations and Warranties**. Supplier warrants that it will convey good title to all direct sale goods, free of all encumbrances. Except as otherwise noted in this Agreement, at the time of delivery (i) all goods delivered shall be free from defects in workmanship, material, and manufacture, (ii) shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by the Supplier, (iii) shall be free from defects in design, and (iv) shall be merchantable. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement. All warranties provided by Supplier shall run to University. Supplier will pass through to University all manufacturer warranties for the materials covered hereunder to the extent Supplier has the right to do so. Supplier does not adopt, guarantee or represent that the manufacturer will comply with any of the terms of the warranty of such manufacturer. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. The foregoing remedies are in addition to all other remedies University may have at law or in equity. Except for the warranties specifically set forth in this Agreement, Supplier makes no other warranties and disclaims all other warranties, express or implied by law, course of dealing, course of performance, usage of trade or otherwise, including without limitation any warranty of merchantability or fitness for a particular purposes.

9. **Relationship of Parties**. No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

10. **Liability**. To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students, for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, to the extent caused by the negligence or willful misconduct of Supplier and its officers, employees, agents, and subcontractors.

11. **Insurance**. Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property damage with limits of not less than one million dollars ($1,000,000.00) per occurrence, and three million dollars ($3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

12. **Assignment**. This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the consent of the other party shall be void.

13. **Amendment**. This Agreement constitutes the entire understanding between University and Supplier with respect to the subject matter hereof and may not be amended except by an agreement signed by Supplier and an authorized representative of University.

14. **Disputes; Governing Law and Forum**.

A. As pertains solely to disputes between the University and Supplier, this Agreement shall be governed by the laws of the State of Nebraska without giving effect to its conflicts of law provisions. Any legal actions brought by University or by Supplier shall be instituted in the state courts located in Lancaster County, Nebraska. It is understood and agreed that any legal action by Supplier in relation to this Agreement may only be instituted in accordance with the provisions of the State Contract Claims Act (Neb. Rev. Stat. §§ 81-8,302 to 81-8,306), as amended.

B. As pertains to disputes between any other Participating Public Agency and Supplier, the dispute shall be resolved consistent with the dispute resolution provisions set forth in the applicable Acceptance Agreement, which calls for binding arbitration, to the extent permitted under applicable law, or, where arbitration is not legally permissible, in accordance with the contracts disputes process required under applicable state law for the Participating Public Agency and, in either case, subject to that state's substantive law. As set forth in the Acceptance Agreement, any such dispute arising from or related to this Agreement shall be determined on an individual, non-class basis, whether in arbitration or in any court, shall be considered unique as to its facts, and shall not be consolidated in any arbitration or other legal proceeding with any claim or controversy of any other party.

15. **Conflict of Interest**. Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

16. **Work Status Verification**. Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114, as amended.

17. **Debarment List**. Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

18. **Taxpayer Transparency Act**. Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that

is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at https://statecontracts.nebraska.gov/. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense.

19. **Public Records**. Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense.

20. **Nondiscrimination**. Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. § 48-1122, as amended.

21. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment and retaliation, against students, employees, and other members of the University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with the University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with the University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with the University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that the University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by the University from time to time, including training regarding sexual harassment and diversity and inclusion.

22. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check

consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

23. **Equal Opportunity (intentionally bolded).** Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status."**

24. **Logos or University Marks**. Supplier shall not use or display any University name, logo, trademark, service mark (individually a "Mark" and collectively the "Marks") and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University's name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier's business.

25. **Right to Audit Privilege**. The University reserves the right to audit or inspect work performed by the Supplier under the Agreement. The University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

26. **Affiliates.** "Affiliates" for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

27. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered "Affiliates" for purposes of this Agreement.

28. **Compliance**. Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

29. **Pricing and Annual Price Negotiations**. The contract item pricing as set forth in the RFP Pricing Worksheet incorporated herein shall remain firm for the first year of the Agreement. In advance of each contract year anniversary, price adjustments shall not exceed the lesser of three percent (3%) or the percentage increase in the Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, All Items, Unadjusted, for the most recent twelve months for which data that is not subject to revision is available as published by the U.S. Department of Labor, Bureau of Labor Statistics. Any contract item price adjustments will be made to the then-current pricing in effect prior to the adjustment. Non-contract pricing is subject to adjustment by Supplier as described in the RFP Pricing Worksheet. Supplier shall provide at least thirty (30) days' written notice to University prior to the effective date of any increase.

30. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

31. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

32. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

33. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail, overnight courier, or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

34. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

35. **Subcontractors**. Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

36. **Unavailability of Funding**. Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable

compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, the University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

37. **Delivery**. All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without the University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with the University.

38. **Flame Resistant Garments.** University agrees it bears sole responsibility for selecting the flame resistant clothing and fabrics ("FRC") under this Agreement and determining whether such items are appropriate for use by its employees and agents in their applicable work environment(s). UNIVERSITY ACKNOWLEDGES THAT SUPPLIER HAS MADE NO REPRESENTATION, WARRANTY, OR COVENANT WITH RESPECT TO THE FLAME RESISTANT QUALITIES OR OTHER CHARACTERISTICS OF THE FRC OR WITH RESPECT TO THEIR FITNESS OR SUITABILITY FOR THIS OR ANY OTHER PURPOSE. SUPPLIER MAKES NO REPRESENTATION WHETHER THE FRC CONSTITUTES APPROPRIATE PERSONAL PROTECTIVE EQUIPMENT FOR THE ENVIRONMENT(S) TO WHICH UNIVERSITY'S EMPLOYEES OR AGENTS MAY BE EXPOSED OR AS TO THE FRC'S ABILITY TO PROTECT USERS FROM INJURY OR DEATH. University agrees to notify all employees and other agents of University who may wear or will be wearing the FRC that it is not designed for substantial heat exposure or for use around open flames. University acknowledges that compliance with any and all OSHA or other similar regulations or requirements relating to personal protective equipment is the sole responsibility of University. Further, University releases Supplier from any and all liability to University that results or may result from the use of the FRC, including but not limited to any alleged failure of the FRC to function as flame resistant or provide protection against fire and/or heat. In addition to the foregoing release, disclaimers, and agreements related to FRC, and to the extent permitted by applicable law, each Participating Public Agency hereby agrees to defend, indemnify and hold harmless Supplier from any claims and damages arising out of or associated with the FRC or resulting from the Participating Public Agency's or its employees' use of the FRC.

39. **High Visibility Garments.** University bears sole responsibility for: (a) determining the level of visibility needed by wearers of the high visibility garments (the "Garments") for their specific work conditions or uses; (b) identifying and selecting which Garments meet the required level of visibility for any particular work conditions or uses; and (c) determining when Garments require repair or replacement to meet the required level of visibility. University acknowledges and understands that the Garments alone do not ensure visibility of the wearer. University further acknowledges that Supplier is relying upon University to determine whether any Garments need repair or replacement to maintain the required level of visibility. Supplier represents only that the Garments supplied satisfy certain ANSI/ISEA standards to the extent the Garments are so labeled. University acknowledges that Supplier has made no other representations, covenants, or warranties, whether express or implied, related to the Garments. Further, University hereby releases Supplier from any and all liability to University that results or might result from the failure of the garments to function per ANSI/ISEA standards. In addition to the foregoing release, disclaimers, and agreements related to the Garments, and to the extent permitted by applicable law, each Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims that result or might result from the failure of the Garments to function per ANSI/ISEA standards.

40. **AED Warranty; AED Release; AED Release and Indemnification.** University acknowledges that all AED purchases, if any, made will be subject to the warranty provided by the manufacturer of the AED and not Supplier. University acknowledges that Supplier makes no warranty, representation or covenant, express or implied, with respect to the AED products. In addition, Supplier warrants that the services performed by it will be performed in a professional, workmanlike manner and will substantially conform to the specifications of the services at the time of performance.

a. As it pertains to University's use of the AEDs, the following shall apply:

40.a.1. RELEASE OF SUPPLIER BY UNIVERSITY. UNIVERSITY RELEASES SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY TO UNIVERSITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS RELEASE INCLUDES BUT (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST SUPPLIER OR ITS REPRESENTATIVES BY UNIVERSITY FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS REPRESENTATIVES.

b. As it pertains to any Participating Public Agency's use of the AEDs, the following shall apply:

40.b.1. RELEASE AND INDEMNIFICATION OF SUPPLIER BY PARTICIPATING PUBLIC AGENCY. PARTICIPATING PUBLIC AGENCY RELEASES AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS SUPPLIER AND ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES (COLLECTIVELY, "**REPRESENTATIVES**") OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS AGREEMENT RELATED IN ANY WAY TO THE USE OF THE AED PRODUCTS AND AED SERVICES. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEYS' FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY PARTICIPATING PUBLIC AGENCY OR ANY PERSON OR ENTITY NOT A PARTY TO THIS AGREEMENT (INCLUDING, BUT NOT LIMITED TO, PARTICIPATING PUBLIC AGENCY'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR PARTICIPATING PUBLIC AGENCY'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF SUPPLIER OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON SUPPLIER'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. PARTICIPATING PUBLIC AGENCY FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. THE PARTICIPATING PUBLIC AGENCY'S DEFENSE, HOLD HARMLESS AND INDEMNIFICATION OBLIGATIONS SHALL ALSO EXTEND TO INJURIES OR DEATH SUSTAINED BY PARTICIPATING PUBLIC AGENCY'S EMPLOYEES AND SHALL NOT BE LIMITED BY ANY APPLICABLE WORKERS' COMPENSATION LAW AND PARTICIPATING PUBLIC AGENCY EXPRESSLY WAIVES ANY STATUTORY OR CONSTITUTIONAL WORKERS' COMPENSATION IMMUNITY UNDER APPLICABLE LAW WHICH WOULD OTHERWISE LIMIT ITS INDEMNIFICATION OBLIGATIONS HEREUNDER. Supplier reserves the right to select counsel to represent it in any such action.

41. **Cleanroom Garments**. University will bear the full responsibility for selecting cleanroom apparel appropriate to its application. University hereby releases Supplier from any and all liability to University that results or might result from the failure of the cleanroom garment to function as intended.

42. **Eyewash Services**. The following terms and conditions shall apply to any Self-Contained The Safety Director® Station(s) ("Eyewash Station(s)") and any Eyewash Services (defined below) provided under this Agreement.

a. Service; Frequency. Supplier will provide periodic service visits to perform the actions identified in this Section 42.a ("Eyewash Service"). During each Eyewash Service, Supplier shall confirm the following relating to the Eyewash Station: (a) a sign is still present; (b) deployment manifold with both nozzles is in the upright position and both nozzles are covered; (c) water flows continuously from both nozzles; and (d) deployment occurs upon drop of manifold and water continuously flows without use of hands. Supplier shall also drain water from the Eyewash Station and replace the water with University-supplied potable water and add water additive solution. Upon completion of the Eyewash Service, Supplier shall apply a tamper-evident seal, and date and initial the service tag. Each Eyewash Service will be performed quarterly, with each Eyewash Service being completed within 120 days following the prior Eyewash Service. If University performs its own inspection and/or University identifies any concern with the Eyewash Products, University shall contact Supplier during normal business hours and Supplier will respond to University by the first business day following receipt of notice.

b. Scope and Limitations of Service. With each Eyewash Station, Supplier shall also provide: one stand; one fluid disposal cart; one eyewash identification sign; and one eyewash mat (together, including the Eyewash Station, the "Eyewash Products") The scope of Supplier's responsibilities under this Agreement is limited to delivering the Eyewash Products and performing Eyewash Services. University acknowledges that the scope of services expressly excludes: performance of a risk or hazard analysis of any kind or type; determining whether the Eyewash Station(s) exists on the same level as a hazard or is accessible within 10 seconds of any given hazard; monitoring the water temperature; providing regulatory guidance; or providing recommendations regarding the type, number, and placement or location of Eyewash Stations at University's facility. University further agrees that Supplier has no responsibility to monitor the condition of the Eyewash Products between Supplier's periodic service visits. University further acknowledges that it bears sole responsibility for ensuring that Eyewash Stations, Eyewash Products, and other eyewash equipment and other equipment at its facility satisfy ANSI, OSHA and all other applicable requirements. University expressly acknowledges that the status of the Eyewash Products can change at any time subsequent to a service visit by Supplier and that Supplier is not responsible or liable for any such change in status, including but not limited to any change in signage.

43. **Fire Services**. The following terms and conditions shall apply to any fire protection products and services provided under this Agreement:

a. Inspection. Supplier shall not be responsible for the consequences of University's failure to inspect the goods or services or for any defects, malfunctions, inaccuracies, insufficiencies or omissions. Where inspection and/or test services are provided, such inspection and/or test shall be documented on Supplier's then-current form, which shall be given to University, and, where required, Supplier may submit a copy thereof to the local authority having jurisdiction. The report and findings by Supplier ARE ONLY ADVISORY IN NATURE and are intended to assist University in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. It is University's responsibility to provide the Supplier with all municipal specific documentation and to ensure such municipal specific documentation for device certification is on site and available to Supplier at the time of inspection.

b. Deficiencies. REPORTED DEFICIENCIES ARE NOT INTENDED TO IMPLY THAT NO OTHER DEFECTS OR HAZARDS EXIST OR THAT ALL ASPECTS OF THE COVERED SYSTEM(S) ARE UNDER CONTROL AT THE TIME OF INSPECTION. RESPONSIBILITY FOR THE CONDITION AND OPERATION OF THE SYSTEM(S) LIES WITH THE UNIVERSITY. University shall promptly notify Supplier of any malfunction which comes to University's attention regarding the Systems.

c. Repair. This Agreement assumes the Systems and related equipment are in operational and maintainable condition as of the Agreement date. If, during the inspection process, Supplier determines that repairs are necessary, Supplier will perform those repairs subject to any applicable Not to Exceed (NTE) Allowance guidelines or notify the University with repair recommendations. Supplier shall have first right of refusal for all recommended repairs authorized by University. Supplier, at its option, may match any quotation provided to University by an alternate Supplier for the repair scope of work or alternate scope of work proposed by an alternate Supplier. Ensuring that recommended repairs are performed is the responsibility of the University. Supplier disclaims any liability which arises from repair recommendations which are not performed.

d. Limited Warranty. Because of the great number and variety of applications for which Supplier's goods and services are purchased, Supplier does not recommend specific applications or assume any responsibility for use, results obtained or suitability for specific applications. University is cautioned to determine the appropriateness of Supplier's goods and services for University's specific application before ordering and to test and evaluate thoroughly all goods before use. Supplier warrants that title to all goods sold by Supplier shall be good and marketable. Except for the warranties specifically set forth in this Agreement, THERE ARE NO OTHER WARRANTIES EXPRESSED OR IMPLIED IN CONNECTION WITH THE SALE OF GOODS AND SERVICES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO DISCLAIMER, EXCLUSION, LIMITATION OR MODIFICATION OF ANY OF THE AFORESAID WARRANTIES SHALL BE DEEMED EFFECTIVE UNLESS IN WRITING SIGNED BY SUPPLIER.

44. **Alarm Monitoring Services**. As it pertains to any Participating Public Agency's use of alarm monitoring services, the terms and conditions set forth in Exhibit A and all attached schedules shall apply. University is not using any alarm monitoring services under this Agreement and in no event shall Exhibit A and all attached schedules apply to University.

45. **Supplier Not an Insurer.** University agrees that neither Supplier nor its contractors or assignees, including, without limitation, those providing monitoring services, (collectively, "Subcontractors") are insurers and no insurance coverage is provided by this Agreement. UNIVERSITY ACKNOWLEDGES AND AGREES THAT SUPPLIER AND ITS CONTRACTORS DO NOT ASSUME ANY RESPONSIBILITY NOR SHALL THEY HAVE ANY LIABILITY FOR CLAIMS MADE AGAINST THEM CLAIMING THAT THEY ARE AN INSURER OF UNIVERSITY'S SYSTEMS, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY, OR ANY OTHER TYPE OF INSURANCE COVERAGE AS AN INSURER. University acknowledges that during the term of the Agreement, it will maintain a policy of insurance covering public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property in amounts that are sufficient to cover all claims of University for any losses sustained. Supplier shall not be responsible for any claims of University against the Subcontractors nor for any portion of any loss or damage that is required to be insured, is insured or insurable by University pursuant to this Section. In addition to the foregoing release and agreements, and to the extent permitted by applicable law, Participating Public Agency agrees to defend, indemnify, and hold Supplier harmless from any claims of Participating Public Agency against the Subcontractors and for any portion of any loss or damage that is required to be insured, is insured or insurable by Participating Public Agency pursuant to this Section.

University may satisfy its insurance obligations under the first paragraph of this Section 46 through a self-insurance program established under Neb. Rev. St. § 85-1,126 (the "Program"). Subject to the terms, conditions, exclusions, and limits of the Program, the Program shall pay on behalf of University, during any of its fiscal years, all sums for which University shall become legally obligated to pay as damages for liability occurrences, up to the limits of $1,000,000 per liability occurrence and $3,000,000 in the aggregate of liability occurrences in any fiscal year. The Program may be evidenced by a Statement of Self-Insurance Coverage.

46. **Limitation of Liability of Supplier.**

a. As it pertains to University, the following limitation of liability shall apply:

46.a.1. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), UNIVERSITY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO UNIVERSITY, ITS AGENTS, OFFICERS, DIRECTORS, AND EMPLOYEES SHALL BE LIMITED EXCLUSIVELY TO $2,000,000; PROVIDED, HOWEVER, THAT THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO: (1) DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (2) CLAIMS FOR PERSONAL INJURY, INCLUDING DEATH, ARISING FROM THE NEGLIGENCE OF SUPPLIER, ITS EMPLOYEES, ITS SUBCONTRACTORS, OR ITS AGENTS; (3) AND CLAIMS FOR DAMAGE TO REAL PROPERTY OR TANGIBLE OR INTANGIBLE PROPERTY ARISING FROM SUPPLIER'S ACTS OR OMISSIONS UNDER THE AGREEMENT. If University wishes to increase the limitation of liability, Supplier and University may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

b. As it pertains to Participating Public Agencies, the following limitation of liability shall apply:

46.b.1. Participating Public Agency acknowledges that Supplier's service fees/purchase prices are based on the value of services or goods provided and the limited liability provided under this Agreement and not on the value of the Participating Public Agency's premises or its contents, or the likelihood or potential extent or severity of injury (including death) to Participating Public Agency or others. Participating Public Agency further acknowledges and agrees that Supplier cannot predict the potential amount, extent, or severity of any damages or injuries that Participating Public Agency or others may incur due to the failure of the goods, systems, or services to work as intended. IF SUPPLIER OR ITS REPRESENTATIVES ARE HELD LIABLE FOR ANY REASON FOR ANY LOSS, INJURY, OR DAMAGES OF ANY KIND THAT ARISES OUT OF, RESULTS FROM, OR IS RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSSES, INJURIES OR DAMAGES RESULTING FROM SUPPLIER'S SOLE OR PARTIAL NEGLIGENCE, WHETHER ACTIVE OR PASSIVE), PARTICIPATING PUBLIC AGENCY AGREES AND WARRANTS THAT SUPPLIER'S AND ITS REPRESENTATIVE'S COLLECTIVE LIABILITY TO PARTICIPATING PUBLIC AGENCY, ITS AGENTS, OFFICERS, DIRECTORS, EMPLOYEES, INVITEES, AND ANY THIRD PARTY SHALL BE LIMITED EXCLUSIVELY TO 25% OF PARTICIPATING PUBLIC AGENCY'S SPEND IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE LIABILITY AROSE. If Participating Public Agency wishes to increase the limitation of liability, Supplier and Participating Public Agency may negotiate a supplemental written agreement to increase the limit of Supplier's liability, but no such agreed upon increase to the limit of Supplier's liability shall be interpreted to find Supplier or its subcontractors or representatives to be insurers. PARTICIPATING PUBLIC AGENCY AGREES THAT THE LIMITS ON THE LIABILITY OF SUPPLIER AND THE WAIVERS AND INDEMNITIES SET FORTH IN THIS AGREEMENT ARE A FAIR ALLOCATION OF RISKS AND LIABILITIES BETWEEN SUPPLIER, PARTICIPATING PUBLIC AGENCY, AND ANY OTHER AFFECTED PARTIES. PARTICIPATING PUBLIC AGENCY ACKNOWLEDGES AND AGREES THAT WERE SUPPLIER TO HAVE LIABILITY GREATER THAN THAT STATED ABOVE, IT WOULD NOT PROVIDE THE GOODS AND SERVICES. Neither party shall be liable to the other or any other person for any incidental, punitive, speculative, or consequential damages of any type, including, but not limited to, loss of profits or business opportunity.

47. **No Federal Contractor**. As a material condition of this Agreement, University represents and warrants that: (a) University is not an agency or instrumentality of the United States government; and (b) this Agreement does not constitute, and is not entered to support, a federal government contract,

subcontract or third party contract. In the event that this Agreement is considered or alleged to be a federal government contract, subcontract or third party contract, Supplier shall have the option unilaterally to terminate this Agreement without penalty. Further, in no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement in connection with this Agreement, whether as relates to the University or any other Participating Public Agency.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Signature: Chris Kabourek

Printed Name: Chris Kabourek

Title: Senior VP | CFO

Date: 06/01/23 | 17:12 CDT

Cintas Corporation No. 2

Signature:

Printed Name: Joe Cerni

Title: VP Higher Education & Public Sector

Date: 06/01/23 | 14:42 CDT

Notices to the University shall be sent to:

[Name][Department]
[Address]
[City, State, Zip]

With copy to:

Legal Notices
C/O P2P Procurement Contracts
1700 Y Street, BSC 125
Lincoln, NE 68588-0645

Notices to Supplier shall be sent to:

Cintas Corporation No. 2 – General Counsel
6800 Cintas Boulevard, Mason, Ohio 45262-5737

2. Exhibit A to Master Agreement, Alarm Monitoring Terms and Conditions (Inclusive of Schedules A and B)

Exhibit A
Alarm Monitoring Terms and Conditions

Cintas Corporation No. 2, d/b/a Cintas Fire Protection, and its parents, subsidiaries, and affiliates ("Cintas") agree to perform fire alarm monitoring services and other related services (collectively, "Monitoring Services") for a commercial signaling system ("System") located at the premises listed on Schedule A of this Alarm Monitoring Agreement (the "Premises") at the prices and on the terms and conditions set forth in this Alarm Monitoring Agreement ("Alarm Monitoring Agreement"). In the event of a conflict on inconsistency between terms and conditions in this Alarm Monitoring Agreement and the terms and conditions set forth in the master Agreement between Cintas and Customer, this Alarm Monitoring Agreement shall control with respect to any Monitoring Services.

Customer Name:			Effective Date:	
Monitored Address:		City:	State:	Zip:
Phone:		Fax:		
Contact Name:	Contact Title:		Contact Email:	
Billing Name:	Billing Address:			
City:	State:	Zip:	Billing Phone:	
AP Contact Name:		AP Contact Phone:		
AP Contact Email:			Payment Terms:	
Purchase Order: CHOOSE ONE	Payment Portal:	☐ yes ☒ no	Name of Portal:	

SERVICE	# OF UNITS		PRICE		COST
		x		x 12 =	**/year**
		x		x 12 =	**/year**
		x		x 12 =	**/year**
			TOTAL ANNUAL COST	=	**/year**
			/one time		
			/one time		
			/one time		
			TOTAL ONE TIME	=	

1. Annual Monitoring Fee. Cintas bills annually for monitoring services. The Customer must pay a one-time service activation fee and the entire annual monitoring fee, both of which are due thirty (30) days prior to the Alarm Monitoring Agreement Effective Date. Upon request to Cintas and Cintas's written approval, Customer may be permitted to pay the annual maintenance fee in periodic payment. If periodic payments are elected, Customer must pay the one-time service activation fee and first periodic payment thirty (30) days prior to the Alarm Monitoring Agreement Start Date. Subsequent periodic payments are due upon receipt of each invoice. Quarterly or monthly payments shall include a surcharge of 4% per payment. For any payment that is not paid within thirty (30)days of the invoice date, Cintas shall be entitled to assess, and Customer shall pay, a service charge of 5% of the amount of the unpaid amount due and a finance charge of 1-1/2% per month on the unpaid amount due. Cintas has the right to increase periodic charges at any time or times (i) after expiration of one (1) year from the Alarm Monitoring Agreement Start Date; provided, that any increase shall not exceed the greater of 6% or the increase in CPI for all urban consumers in the United States for the period since any prior increase and (ii) at any time for any new or increased pass-through fees, costs and expenses.
2. Rented Cintas Net Equipment. For rented Cintas Net units, Cintas shall retain exclusive ownership, title, and control of the Cintas Net units at all times. If repair or replacement of the Cintas Net units is required for any reason other than ordinary wear and tear, the Customer shall pay for any such repair or replacement at Cintas's then-prevailing charges for time and/or material. For purposes of this paragraph, "ordinary wear and tear" does not include obsolete units or units that have reached the end of their useful life.

3. False Alarms. In the event the System is activated for any reason, other than activation caused by Cintas during a service inspection, Customer shall pay or reimburse Cintas for any and all fees, fines, costs, expenses, penalties and other charges assessed against Customer or Cintas pursuant to any law or by any governmental entity, court, or administrative agency.
4. Emergency Contact Information. Customer shall (i) furnish Cintas with all contact information for the Monitoring Services to Cintas in writing, including contact numbers for the person(s) identified by Customer as Customer's emergency contacts ("Customer Contacts") and contact numbers for the responsible police, sheriff, fire, medical, ambulance, guard, patrol, and response services and other governmental, private, or volunteer departments and organizations ("First Responders") requested on the Customer's Contact and First Responder's List, attached as Schedule "B" of this Alarm Monitoring Agreement ("Call List") and (ii) keep all information on the Call List current by submitting any changes in writing to the servicing Cintas location. Customer acknowledges and agrees that no such submission is deemed complete or effective until it receives written acknowledgment from Cintas that the information or changes have been received and entered. Customer further acknowledges and agrees that it has the sole responsibility for determining and providing the proper emergency contact information to Cintas in writing, regardless of whether it has Schedule "B" of the Alarm Monitoring Agreement available. Customer acknowledges that it can contact Cintas if it requires copies of Schedule B to comply with the provisions of this paragraph. Customer further acknowledges and agrees that Cintas has no responsibility for determining, evaluating, or confirming whether the "First Responders" identified are the proper or responsible authority for the Premises in question or whether any of the contact information provided is correct. Customer acknowledges and agrees that Cintas will rely solely upon the contact information provided by customer to perform the Monitoring Services. Customer bears all responsibility in the event that any of the information listed on the Call List is incorrect, inaccurate, expired, or illegible/unintelligible.
5. Term; Renewal. The Term of this Alarm Monitoring Agreement shall match the term of the master Agreement.
6. Cancellation. Customer may terminate this Alarm Monitoring Agreement or the Monitoring Service to any Premises covered by this Alarm Monitoring Agreement for its convenience at anytime with a sixty (60) day advance written notification. With the notice, Customer shall pay to Cintas (i) all charges then due, and (ii) 90% of all periodic payments which would be due for the unexpired term of this Alarm Monitoring Agreement, if this Alarm Monitoring Agreement is terminated, or the unexpired term related to the Premises, as liquidated damages and not as a penalty. Cintas shall have no further obligation to perform Monitoring Services for the Premises on and after the termination date, whether under this Alarm Monitoring Agreement or any obligation at law or in equity. In addition, for rented Cintas Net Units, on and after the last date of Monitoring Services, Customer shall permit Cintas access to the Premises during regular business hours to remove any and all such Cintas Net units. Customer shall pay Cintas $1,500 per Cintas Net unit that is damaged or is determined, in Cintas's sole and absolute discretion, to be not in good and proper working order after it is removed from the Premises.
7. Subcontractors. Cintas may subcontract the services to be performed under this Alarm Monitoring Agreement. Customer acknowledges and agrees that all provisions of this Alarm Monitoring Agreement inure to the benefit of and are applicable to any subcontractors engaged by Cintas to provide any service to Customer ("Subcontractor") and that they bind Customer to each such Subcontractor(s) with the same force and effect as they bind Customer to Cintas. (Accordingly, when used in this Alarm Monitoring Agreement, the term "Cintas" includes any such Subcontractors, Cintas employees, and agents.) Customer acknowledges that Subcontractors are independent companies and have no affiliation with Cintas. Customer irrevocably appoints Cintas as its agent to communicate with the Subcontractor(s)concerning all matters related to this Alarm Monitoring Agreement including, without limitation, Monitoring Services.
8. Monitoring Services. Customer acknowledges and agrees that the scope of the Monitoring Services Cintas has agreed to provide pursuant to this Alarm Monitoring Agreement is limited. For the purposes of this Alarm Monitoring Agreement, Cintas's Monitoring Service personnel ("Operators") will only (i) monitor a computer screen that may display specific codes ("Listed Codes") transmitted by Customer's alarm system at the Premises and/or (ii) monitor incoming telephone calls for voice communications from the Premises requesting assistance ("Voice Communications"), as applicable. Upon receiving Listed Codes or Voice Communications that, in the Operator's sole and absolute discretion, clearly and unambiguously constitute a valid alarm condition or request for assistance, the Operator is only required to communicate electronically and/or telephonically with First Responders or call by telephone the telephone numbers supplied by Customer in writing on the Call List within a reasonable period of time, given the circumstances existing at that time at the monitoring facility and the priority of the Listed Codes and/or Voice Communications. Customer understands and agrees that no Monitoring Services shall or need be rendered for signals received that are not Listed Codes or for Voice Communications that do not clearly and unambiguously request assistance, in Cintas's sole and absolute determination. Notwithstanding anything contained herein to the contrary, (a) upon receipt of a Listed Code or Voice Communication, and prior to contacting and/or telephoning First Responders, Cintas may, in its sole and absolute discretion and without any liability, contact or attempt to contact the Premises and/or the Customer Contacts (whether by telephone, electronic mail, or other contact information provided by Customer) as frequently as Cintas(in its sole and absolute discretion) deems appropriate to verify the necessity to report the receipt of a Listed Code or Voice Communication to the First Responders and/or the Customer Contacts, and (b) upon receipt of an abort code or Voice Communication from the Premises, the Customer, a Customer representative, a First Responder, and/or a Customer Contact, Cintas may, in its sole and absolute discretion and without any liability, refrain from contacting First Responders or advise First Responders of receipt of an abort code or Voice Communication or other communication instructing Cintas and/or First Responders to disregard the receipt of a Listed Code. Customer irrevocably agrees that any person at the Premises, Customer's representatives, and all of the Customer Contacts and First Responders have Customer's authority and consent to instruct Cintas to disregard the receipt of a Listed Code and/or Voice Communication informing of an alarm condition or otherwise requesting assistance. Customer acknowledges and agrees that Cintas has no responsibility for providing, establishing, determining, auditing, or otherwise evaluating in any way the Listed Codes that are provided and/or by Customer's system. Customer, for him/her/itself and as the authorized agent of his/her/its representatives and each person on the Customer's Call List at any time, consents to Cintas (i) calling each such person's cell phone, other mobile

device, or phone of any type; (ii) using automatic dialers; and (iii)using a technology known as “robocalling” (unless such person notifies Cintas that he/she opts out of this clause (iii))

Customer acknowledges and agrees that Cintas’s efforts to notify First Responders shall be satisfied by attempting telephone contact with any person answering the telephone at the telephone number(s) provided to Cintas in writing or by leaving a message with a telephone answering service or any mechanical, electrical, electronic or other technology permitting the recording of voice and/or data communications. Customer acknowledges and agrees that in no event is Cintas responsible for documenting its attempts to make the contact(s) referred to herein; to make any specific number of attempts at such contact(s); or for ensuring or documenting a response to any such attempted contact(s).

If the Premises is/are located in a jurisdiction that requires a personal verified on-site response (“Verified Response”) prior to dispatching a Proper Authority, Customer has the sole responsibility to engage a service to provide such Verified Response. All fees, costs, and expenses incurred in obtaining or providing a Verified Response shall be borne solely by Customer. Customer understands and agrees that First Responders may not be dispatched or respond to the Premises after notice to First Responders unless there is independent confirmation of an incident at the Premises, such as an on-site witness’s report, that a reason for response exists.

Customer further acknowledges and agrees that (i) all software, hardware, firmware, codes, data, audio and voice communications, video images, information and documentation arising out of or from, in connection with, related to, as a consequence of, or resulting from execution of this Alarm Monitoring Agreement or the Monitoring Services (collectively, “Intellectual Property”) are the sole and exclusive property of Cintas, and Customer has no rights whatsoever in any of the Intellectual Property, and (ii) Cintas shall have the right, in its sole and absolute discretion, to destroy, delete, erase, or otherwise compromise (collectively, “Destruction”) the Intellectual Property at any time without notice to Customer. If Cintas receives a written request from Customer to retain any specific Intellectual Property prior to the Destruction thereof, Cintas agrees to use commercially reasonable efforts to store the specific Intellectual Property as requested by Customer on the condition precedent that Customer pay all fees, costs, and expenses of any kind related to the request.

9. Run-Away Systems. If Cintas notifies Customer by telephone, electronically, or otherwise that its System is excessively transmitting signals to Cintas’s monitoring facility (a ”Run-Away System“) and Customer fails to (i) immediately authorize Cintas to provide repair service to the Run-Away System, and (ii) provide reasonable unrestricted access to the Premises and the Run-Away System within four (4) hours after such notice, Customer agrees to pay to Cintas its then-prevailing charges for each signal transmitted to Cintas’s monitoring facility by the Run-Away System.
10. **DISCLAIMER OF WARRANTIES AND REPRESENTATIONS.** Because of the great number and variety of applications for which Cintas’s goods and services are purchased, Cintas does not design goods or services, does not recommend specific applications of goods or services, or and does not assume any responsibility for use, results obtained, or suitability for specific applications of goods or services. Customer acknowledges and agrees that Cintas has not made any representations or warranties to Customer regarding any fire suppression system or alarm system (or components thereof) at the Premises, its fitness for any purpose, or its suitability or effectiveness as designed. Customer further acknowledges and agrees that it has the sole responsibility for determining the appropriateness of Cintas’s goods and services for Customer’s specific application(s) before ordering and to test and evaluate thoroughly all goods before use. Cintas warrants that title to all goods it sells to Customer shall be good and marketable. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS MAKES NO GUARANTEES, REPRESENTATIONS, OR OTHER WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, IN CONNECTION WITH THE SALE OF THE GOODS AND/OR SERVICES PURSUANT TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN AS SPECIFICALLY ENUMERATED ELSEWHERE IN THIS ALARM MONITORING AGREEMENT. NO MODIFICATION, WAIVER, OR AMENDMENT OF THIS DISCLAIMER SHALL BE DEEMED EFFECTIVE UNLESS MADE IN A WRITING DRAFTED BY CINTAS FOR THIS EXPRESS PURPOSE THAT IS (I) SIGNED BY CINTAS, (II) EXPLICITLY USES THE TERM “WARRANTY” IN ITS TITLE, (III) SPECIFICALLY REFERENCES THIS ALARM MONITORING AGREEMENT; AND (IV) EXPLICITLY AND UNAMBIGUOUSLY DESCRIBES WHAT ADDITIONAL WARRANTY(IES) ARE BEING OFFERED TO CUSTOMER PURSUANT TO THIS ALARM MONITORING AGREEMENT. CUSTOMER FURTHER AGREES THAT THIS EXPLICITLY EXCLUDES ANY OF CINTAS’S SALES MATERIALS, CIRCULARS, WEBSITES, OR OTHER ADVERTISING MATERIALS OF ANY TYPE FROM CREATING ANY WARRANTIES UNDER THIS ALARM MONITORING AGREEMENT, AND CUSTOMER WARRANTS THAT IT IS NOT RELYING UPON ANY SUCH MATERIALS FOR THIS PURPOSE.
11. **CINTAS NOT AN INSURER; CUSTOMER’S OBLIGATION TO OBTAIN INSURANCE AS SOLE RECOVERY FOR ANY LOSS AND WARRANTY OF SAME.** Customer acknowledges and agrees that neither Cintas nor its Subcontractors or assignees, including, without limitation, those providing monitoring services are insurers and that no insurance coverage is provided by this Alarm Monitoring Agreement. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS ASSUMES NO RESPONSIBILITY FOR, NOR SHALL IT HAVE ANY LIABILITY FOR, CLAIMS MADE AGAINST IT CLAIMING THAT IT IS AN INSURER OF CUSTOMER’S SYSTEMS OR ANY OTHER PROPERTY FOR ANY PURPOSE, INCLUDING, BUT NOT LIMITED TO, THE FAILURE OF SUCH SYSTEMS TO OPERATE EFFECTIVELY OR AS DESIGNED. Customer acknowledges that during the term of the Alarm Monitoring Agreement, it is the specific intent of the parties that the Customer will obtain and maintain insurance coverage with minimum coverage of at least two million dollars (U.S.), at the Customer’s expense, that will cover any and all losses, damages, and expense arising out of or from, in connection with, related to, as a consequence of, or resulting from this Alarm Monitoring Agreement in any way, including, but not limited to, public liability, bodily injury, sickness or death, losses for property damage, fire, water damage, and loss of property, and Customer agrees to and warrants that it will obtain and maintain such insurance coverage at all times at no cost to Cintas. Customer shall name Cintas as an additional insured by endorsement on any

such policy(ies). This endorsement shall be without limitation or restriction of any type, and Cintas shall be exempt from, and in no way liable for, any sums of money related to this policy(ies) and associated coverage of any type, including, but not limited to, premium payments, deductible, co-payments, or self-insured retention, all of which are the sole responsibility of Customer. Customer agrees that recovery for all such injuries, losses, and damages shall be limited to this insurance coverage only and that it will look exclusively to its insurer(s) to recover for any such injuries, losses, and damages. CUSTOMER RELEASES AND AGREES TO INDEMNIFY AND HOLD HARMLESS CINTAS FROM AND AGAINST ALL COSTS, EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES), AND LIABILITY ARISING FROM CLAIMS REQUIRED TO BE COVERED BY INSURANCE PURSUANT TO THIS SECTION, INCLUDING ANY CLAIMS FOR DAMAGES ATTRIBUTABLE TO PUBLIC LIABILITY, BODILY INJURY, SICKNESS, OR DEATH, OR THE DESTRUCTION OF ANY REAL OR PERSONAL PROPERTY, INCLUDING, BUT NOT LIMITED TO, THOSE THAT ARE ATTRIBUTABLE TO CINTAS'S PARTIAL OR SOLE NEGLIGENCE. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS SHALL NOT BE RESPONSIBLE FOR ANY CLAIMS OF CUSTOMER, ANY LOSSES, OR ANY DAMAGES THAT IS REQUIRED TO BE INSURED UNDER THIS ALARM MONITORING AGREEMENT, IS INSURED, OR IS INSURABLE. CUSTOMER AGREES TO INDEMNIFY CINTAS AGAINST ANY AND ALL SUCH CLAIMS, INCLUDING CLAIMS OF THIRD PARTIES, THAT MAY ARISE THAT ARE RELATED TO THE ALARM MONITORING AGREEMENT OR THE PROVISION OF THE SERVICES IN ANY WAY THAT MAY ARISE DUE TO CUSTOMER'S BREACH OF THESE OBLIGATIONS.

12. RELEASE AND INDEMNIFICATION OF CINTAS BY CUSTOMER. CUSTOMER RELEASES AND AGREES TO DEFEND, INDEMNIFY, AND HOLD HARMLESS CINTAS AND ANY/ALL OF ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES OF ANY TYPE FROM LIABILITY FOR ANY AND ALL LOSS, DAMAGE, OR EXPENSE OF ANY KIND OR TYPE, UNDER ANY LEGAL, EQUITABLE OR OTHER THEORY, THAT MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR AFTER THE EXECUTION OF THIS ALARM MONITORING AGREEMENT RELATED IN ANY WAY TO THE SUBJECT MATTER OF THIS ALARM MONITORING AGREEMENT OR PERFORMANCE UNDER THE ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) THE IMPROPER OPERATION OR NON-OPERATION OF THE FIRE SUPPRESSION, ALARM, MONITORING OR OTHER SYSTEM(S) OR ANY FAILURE OF THE MONITORING SERVICE FOR ANY REASON WHATSOEVER. THIS OBLIGATION INCLUDES (BUT IS NOT LIMITED TO) ANY CLAIM, DEMAND, SUIT, LIABILITY, DAMAGE, JUDGMENT, LOSS, EXPENSES, ATTORNEY'S FEES, AND COSTS, THAT MAY BE ASSERTED AGAINST OR INCURRED BY CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES BY CUSTOMER OR ANY PERSON OR ENTITY NOT A PARTY TO THIS ALARM MONITORING AGREEMENT (INCLUDING, BUT NOT LIMITED TO, CUSTOMER'S INSURANCE COMPANY, ADMINISTRATIVE BODY OR AUTHORITY, OR CUSTOMER'S EMPLOYEES) FOR ANY EXPENSE, LOSS, OR DAMAGE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, OR ALLEGED TO BE CAUSED BY OR CONTRIBUTED TO IN ANY WAY, BY ANY ACT, OMISSION, OR FAULT OF CINTAS OR ITS SUBCONTRACTORS, AGENTS, OFFICERS, EMPLOYEES, OR OTHER REPRESENTATIVES. THIS OBLIGATION EXTENDS TO, WITHOUT LIMITATION, STATUTORY CIVIL DAMAGES, ECONOMIC DAMAGES, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE (REAL AND PERSONAL) ARISING OUT OF OR RELATED TO THIS ALARM MONITORING AGREEMENT, INCLUDING (BUT NOT LIMITED TO) ANY CLAIMS BASED UPON BREACH OF THE ALARM MONITORING AGREEMENT, STRICT LIABILITY, REQUESTS FOR OR RIGHTS OF SUBROGATION OR CONTRIBUTION, INDEMNIFICATION, WRONGFUL DEATH, AND NEGLIGENCE (WHETHER ACTIVE OR PASSIVE, AND INCLUDING CLAIMS BASED UPON CINTAS'S SOLE, PARTIAL, OR JOINT AND SEVERAL NEGLIGENCE OF ANY TYPE OR DEGREE), AND ANY OTHER CLAIM, WHETHER BASED UPON OR ARISING UNDER CONTRACT, TORT, LAW, OR EQUITY. CUSTOMER FURTHER RELEASES AND WAIVES ANY RIGHT OF SUBROGATION THAT IT, ANY INSURER, OR ANY OTHER THIRD PARTY MAY HAVE DUE TO OR FOR ANY SUCH CLAIM, LOSS, OR DAMAGE. CINTAS RESERVES THE RIGHT TO SELECT COUNSEL TO REPRESENT ITSELF IN ANY SUCH ACTION.
13. DISCLAIMER/LIMITATION OF LIABILITY. CUSTOMER UNDERSTANDS AND AGREES AS FOLLOWS: (I) NEITHER CINTAS NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS ALARM MONITORING AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY THE CUSTOMER, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) CINTAS AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE; (III) CINTAS AND REPRESENTATIVES, EXCEPT AS SET FORTH HEREIN, MAKE NO GUARANTEE, REPRESENTATION OR WARRANTY INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE; (IV) CINTAS AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO OR FROM OR RECEIVE ANY DATA AT THE PREMISES OR THE MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF CINTAS OR REPRESENTATIVES FOR ECONOMIC LOSSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF CINTAS OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS ALARM MONITORING AGREEMENT, OR BREACH OF THIS ALARM MONITORING AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT

LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF $1,000.00 COLLECTIVELY FOR CINTAS AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE. IF CUSTOMER WISHES TO INCREASE THE LIMITATION OF LIABILITY, CINTAS AND CUSTOMER MAY NEGOTIATE A SUPPLEMENTAL WRITTEN AGREEMENT TO INCREASE THE LIMIT OF CINTAS'S LIABILITY BUT NO SUCH AGREED UPON INCREASE TO THE LIMIT OF CINTAS'S LIABILITY SHALL BE INTERPRETED TO FIND CINTAS OR ITS SUBCONTRACTORS OR REPRESENTATIVES TO BE INSURERS.

14. Central Control Panel. Customer understands, acknowledges, and agrees that Customer shall provide an undamaged and fully operational System compliant with law including, without limitation, a central control panel compliant with law (the "Panel") useable by Cintas without any cost or expense to Cintas, e.g., if the Panel is programmed with proprietary data and not fully accessible or useable by Cintas, Customer shall promptly have the Panel reprogrammed so that it is fully accessible and useable by Cintas or, if necessary, replaced by Customer or replaced by Cintas at an additional charge to Customer.
15. Communication Path and Signals, Electrical Connections, and Systems. Customer acknowledges and agrees that during the term of this Alarm Monitoring Agreement, it is Customer's sole responsibility to provide and maintain the communication path (e.g., telephone lines, radio signal path, VOIP, etc.) for all monitoring signals. In all cases, Customer acknowledges and agrees that it has the sole responsibility to provide and maintain all required dedicated electrical connections to the System and equipment necessary or as required by applicable local, state, NFPA, insurance, and any other applicable standards and codes. Customer further acknowledges and agrees that Cintas has no responsibility to notify Customer of any failures in the communication path or signals received, including, but not limited to, failures of the System to send any periodic confirmation that the communication path and/or System is operational.
16. NO WARRANTIES OR REPRESENTATIONS BY CINTAS REGARDING SYSTEM. CUSTOMER ACKNOWLEDGES AND AGREES THAT CINTAS HAS NOT MADE ANY REPRESENTATION OR WARRANTIES (EXPRESS OR IMPLIED) TO CUSTOMER OF ANY KIND REGARDING THE SYSTEM AT THE PREMISES IDENTIFIED UNDER THIS ALARM MONITORING AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ITS FITNESS FOR ANY PURPOSE, ITS MERCHANTABILITY, OR ITS SUITABILITY OR EFFECTIVENESS AS AN ALARM SYSTEM. UNDER THE TERMS OF THIS ALARM MONITORING AGREEMENT, NEITHER CINTAS NOR ANY SUBCONTRACTOR IS RESPONSIBLE FOR THE MAINTENANCE, SERVICE, REPAIR, OR OPERATION OF THE SYSTEM AND SHALL NOT BE LIABLE FOR ANY FAILURE OR MALFUNCTION OF THE SYSTEM TO DETECT AND COMMUNICATE SIGNALS TO THE MONITORING FACILITY.
17. Suspension of Service. Customer agrees that (i) Cintas's obligations hereunder are waived automatically without notice, and (ii) Cintas is released for and from all loss, damage, and expense in the event of a default or breach of this Alarm Monitoring Agreement by Customer or if the monitoring facility, transmission medium between the System and the monitoring facility, or the System are destroyed, damaged, altered, rendered inoperable, or malfunction for any reason whatsoever, for the duration of such interruption of service, and Customer shall be entitled to reimbursement of the unearned charge paid for the period of interruption upon Customer's request. **C**USTOMER AGREES THAT THIS SHALL BE THE LIMIT OF CINTAS'S LIABILITY FOR ANY SUCH EVENT.
18. Delay or Interruption of Service. Cintas and its Subcontractors shall not be liable for delays in or interruption of Monitoring Service caused, in whole or in part, by riots, strikes, lockouts, other labor disputes, civil unrest, terrorism, war (declared or undeclared), insurrections, weather, natural phenomena, earthquakes, lightning, storms, power failures, hurricanes, tornadoes, interruption of communications (including, but not limited to, telephone, cable, cellular, satellite, internet, radio service or the malfunction of any or all such communications or communication devices for any reason whatsoever), acts of God, social instability, casualty, governmental orders, laws, rules, regulations, transportation, environmental conditions, or any other causes beyond the reasonable control of Cintas or its Subcontractors ("Force Majeure"), and all Monitoring Services shall be suspended during Force Majeure. Customer acknowledges and agrees that during any interruption of Monitoring Services for any reason including, without limitation, Force Majeure, Cintas has no duty or obligation to notify Customer of any such interruption or to supply Customer with alternative or substitute Monitoring Services, and has no liability for declining or failing to do so.
19. Consent to Intercept, Record, Disclose and Use Contents of Communications. Customer, for itself and as the authorized agent of its employees, invitees, guests, and representatives (individually and collectively, "Any Person"), consents to Cintas and any Subcontractor recording, retrieving, reviewing, copying, disclosing, and/or using the contents of all telephone and other forms of transmission or communication to which Customer and/or Any Person and Cintas or any Subcontractor are parties.
20. Default of Customer. In the event of any default by Customer, without limiting the rights of Cintas under this Alarm Monitoring Agreement or at law or equity, Cintas shall be entitled to retain all prepayments received, and Customer shall immediately pay to Cintas (i) all payments then due and payable, and (ii) ninety percent(90%) of all payments which would be due under this Alarm Monitoring Agreement for the unexpired term as liquidated damages and not as a penalty. In any such event, Cintas shall have no further obligation to perform under this Alarm Monitoring Agreement. In addition, if any suit or alternative dispute resolution proceeding is instituted and Cintas is the substantially prevailing party by judgment, award, finding, or settlement, Customer shall pay directly or reimburse Cintas for all of its costs and expenses, including, without limitation or example, consultants' and professionals' fees and costs including, without limitation or example, reasonable attorneys' fees and costs.
21. Governing Law. To the greatest extent permitted by law, this Alarm Monitoring Agreement shall be governed by the laws of the Customer is located, and it explicitly excludes any reference or resort to choice of law rules that suggest or require that the laws of another jurisdiction be applied.
22. Intentionally Omitted.
23. LIMITATION OF ACTION. ANY ACTION BY CUSTOMER AGAINST CINTAS OR ANY SUBCONTRACTOR MUST BE COMMENCED WITHIN ONE YEAR OF THE ACCRUAL OF THE CAUSE OF ACTION OR THE ACTION SHALL BE BARRED, REGARDLESS OF ANY OTHER STATUTE OF LIMITATION OR REPOSE THAT MAY APPLY TO THE CLAIM UNDER STATE OR FEDERAL LAW.

24. Authority to Execute Alarm Monitoring Agreement. Each party represents and warrants to the other party that (i) the execution, delivery, and performance of this Alarm Monitoring Agreement have been duly authorized by all necessary entity action(s), and (ii) this Alarm Monitoring Agreement constitutes a valid and binding obligation as to it, enforceable against it in accordance with its terms. The person signing this Alarm Monitoring Agreement on behalf of Customer expressly represents and warrants that he or she has all authority necessary to bind Customer to its terms.
25. Assignment. This Alarm Monitoring Agreement cannot be assigned by the Customer without the prior written consent of Cintas, which will not be unreasonably withheld. Cintas has the right to assign this Alarm Monitoring Agreement, and it may do so in its sole and absolute discretion. The Alarm Monitoring Agreement shall inure to the benefit of and be binding on the parties and their respective successors and permitted assigns
26. Waiver. No waiver of any provision of this Alarm Monitoring Agreement by a party shall be valid unless the same is in writing and signed by the party against whom it is sought to be enforced. No waiver of any provision of this Alarm Monitoring Agreement at any time will be deemed a waiver of any other provision of this Alarm Monitoring Agreement at such time, nor will it be deemed a waiver of that same provision at any other time.
27. Severability. The invalidity or unenforceability of any provision, section, or portion of a section of this Alarm Monitoring Agreement shall not affect the validity or enforceability of any other provision or section; provided, however, in the event one or more of the paragraphs "Disclaimer of Warranties and Representations," "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release And Indemnification Of Cintas By Customer," "Limitation Of Cintas's Liability; Liquidated Damages," and/or "No Warranties Or Representations By Cintas Regarding System" (or any portion thereof) are held by a court or other authority to be invalid or unenforceable (whether in an action involving the parties, any action involving Cintas, or any other action involving similar provisions), Cintas shall have the right to terminate this Alarm Monitoring Agreement without any liability of any type upon thirty (30) days prior written notice to Customer. Furthermore, the parties agree that in the event any of the interest rate provisions, cancellation fees, rate increases, renewal term lengths, or any other calculation of amounts due and owing Cintas under Paragraphs 1, 5, 6, or 20 are deemed to be excessive and/or unenforceable under applicable law, any such rate, fee, increase, term, or other calculation will be reduced to the maximum rate, value, or amount permitted by applicable law and will be binding upon them.
28. Prior Agreements With Others. Customer represents and warrants that (i) its cancellation or termination of any contract, and/or (ii) its execution of this Alarm Monitoring Agreement does not breach and will not breach any contract with or obligation to any other person. Customer agrees to protect, defend, indemnify, and hold harmless Cintas from and against and pay (without any condition that Cintas first pay) for all claims, demands, suits, liabilities, losses, damages, judgments, costs, and expenses, including, without limitation, attorneys' fees and court costs, arising out of or from, in connection with, as a result of, related to, or as a consequence of Customer's breach of this representation and warranty.
29. Updated Terms and Conditions and Policies. Customer acknowledges and agrees that Cintas may send copies of its various policies to Customer, including, but not limited to, amendments to these Terms and Conditions via e-mail or make them available via a web portal or other similar mechanism and that these policies are incorporated and made part of this Alarm Monitoring Agreement. To be effective, however, amendments to the Terms and Conditions must be expressly referred to as such in the e-mail, web portal, or other similar mechanism. Customer acknowledges and agrees that its continued request for service pursuant to this Alarm Monitoring Agreement and/or use and/or acceptance of the goods and/or services provided under this Alarm Monitoring Agreement constitute acceptance of any such updated Terms and Conditions and/or policies.
30. Internet Services. Cintas grants to Customer a non-exclusive, non-transferable license to use the Cintas portal via the Internet to access, input, delete, and modify Information through the internet related to the Services. Except for Customer's (a) failure to keep confidential all Intellectual Property, passwords, and other information related to the Services, (b) use of the license, the Intellectual Property, or other information related to or used in provision of the Services in any manner that negatively affects Cintas, (c) use of the license, the Intellectual Property, or other information related to or used in provision of the Services for any illegal purpose, or (d) violation of any applicable law, this license shall continue and be coextensive with the term of this Alarm Monitoring Agreement. Customer shall be solely and absolutely responsible for any information which it inputs, deletes, or modifies. Customer agrees that upon termination of this Alarm Monitoring Agreement or termination or suspension of the license by Cintas, Cintas may immediately, and without notice, disable Customer's access to the portal and cancel all passwords or other access codes.
31. Cross-Default. If Cintas and Customer are or become parties to any other agreement, Customer acknowledges and agrees that a default by Customer under this Alarm Monitoring Agreement or any other agreement between the parties shall be deemed to be a default by Customer under all such agreements, permitting Cintas, in its sole and absolute discretion, to exercise any or all of its rights under any or all of such agreements.
32. Electronic Mail Notice. If Customer elects to receive automatic electronic mail notice of certain System events (e.g., the arming or disarming of the System), Customer acknowledges, understands, and agrees that (i) any such notice is conditioned on (a) receipt of the data at Cintas's central station, (b)the proper operation of communication equipment, services, systems and networks including, without limitation, the Internet, and (c) lack of any failure, malfunction, or delay in processing or transmitting the data by Cintas's equipment or software, and (ii) Cintas is released from any liability arising out of or from, resulting from, or arising in connection with the failure, malfunction, or delay of any such notice for any reason, including Cintas's or Representative's sole, joint, or several negligence of any kind or degree.
33. Storage of Agreement and Information. Customer authorizes Cintas to store or retain this Alarm Monitoring Agreement and all information and other written materials on electronic data or other storage media and, in Cintas's sole and absolute discretion, to destroy all written documents or materials which have been stored or retained on electronic data or other storage media.
34. Intentionally Omitted.
35. Consent to Communicate to Others. Customer irrevocably authorizes and consents to Cintas communicating with U.L. (as necessary or appropriate) and Customer's insurance company and/or broker in connection with this Alarm Monitoring Agreement and/or the relationship between Cintas and Customer arising out of or from or as a result of this Alarm Monitoring Agreement; provided, that Cintas shall not be obligated or required to communicate with any other person or

entity including, without limitation, U.L. and Customer's insurance company or broker, and all such communication shall be in Cintas' sole and absolute discretion. Customer agrees that all such communications or failures to communicate shall not result in any liability of Cintas or Representatives. No third party including, without limitation, U.L. and Customer's insurance company and broker, are third-party beneficiaries of this section.

36. Taxes. Customer shall pay, remit to Cintas, or reimburse Cintas for all sales, use, value added, and any and all similar taxes (including any tax liability, interest, penalties, costs and expenses including, without limitation, reasonable attorneys', consultants', accountants', and other professional fees).
37. Time. The parties agree that time is of the essence of this Alarm Monitoring Agreement.
38. Video Systems. If the System records and/or transmits video images and/or audio, electronic, or the other forms of communication, Customer represents, warrants, covenants, and agrees that it shall at all times (i) provide and maintain adequate power and sufficient lighting for all cameras, audio devices, or other video-related equipment as recommended by the manufacturer; (ii) inform all persons who enter the Premises that their image and/or communications may be recorded and/or transmitted to others by video and/or audio equipment located on the Premises; (iii) comply with all privacy rights and laws and not use or permit the use of video and/or audio equipment where or in circumstances any person may have a reasonable expectation of privacy; (iv) use broadband (or similar transmission rate connectivity) exclusively to transmit video images and audio from any video system; (v) use the video and/or audio system for security, surveillance, and/or management services only; (vi) not use the video and/or audio system for any criminal, illegal, or otherwise unlawful activity; and (vii) obtain and keep in effect all permits or licenses required for the installation and operation of the video and/or audio system.

    Customer understands and agrees that (i) a video and/or audio system enables Customer and/or Cintas to record, store, and review images and/or communications of people on the Premises and outside of the Premises, and Customer agrees, authorizes, and consents to Cintas recording, storing, and reviewing video images and communications recorded and/or transmitted from the video and/or audio system at the Premises; (ii) video system services are limited to the area of the Premises covered by the video system images, and such coverage and/or images may be adversely affected by the camera angle, glare, lighting, contrast, etc., any of which may result in less than adequate images for the Operator to ascertain the necessity for video system services; (iii) Cintas is not liable for any delay or failure of notification due to in whole or in part to (a) any Force Majeure event including, without limitation or example, cellular provider transmission or network malfunctions, including overload of the cellular network, or (b) invalid electronic mail, text, or other electronic addresses; and (iv) any and all third-party claims related to the video and/or audio system asserted against Cintas are subject to all of the paragraphs of this Alarm Monitoring Agreement, including (but not limited to) paragraphs 11, 12, and 13, entitled "Cintas Not an Insurer; Customer's Obligation To Obtain Insurance As Sole Recovery For Any Loss And Warranty Of Same," "Release and Indemnification of Cintas by Customer," and "Limitation of Cintas's Liability; Liquidated Damages," respectively.

39. Mutual Drafting and Understanding of Alarm Monitoring Agreement. The parties acknowledge and agree that this Alarm Monitoring Agreement and all of its terms and conditions are the result of arms-length bargaining between sophisticated business entities. As a result, both parties shall be considered to be drafters of the Alarm Monitoring Agreement for purposes of interpretation, application, construction, or construing of the Alarm Monitoring Agreement. The parties also acknowledge that they have had an opportunity to consult with legal counsel of their choice regarding this Alarm Monitoring Agreement and that they have read and understand all of the terms of this Alarm Monitoring Agreement.
40. Entire Agreement; Modifications. This Alarm Monitoring Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any and all other agreements, understandings, or representations, whether oral or in writing, between the parties. Any prior agreements, promises, negotiations, or representations, either oral or in writing, not expressly set forth in this Alarm Monitoring Agreement are of no force or effect. No modification or amendment to this Alarm Monitoring Agreement shall be effective unless drafted by Cintas for this express purpose and signed by an authorized representative of Cintas, except as described in paragraph 29 ("Updated Terms and Conditions and Policies") above. For the purposes of this paragraph, "authorized representative" is the General Manager of the Cintas location(s) providing the goods and/or services or higher management or executive personnel of Cintas. The parties specifically agree that any document sent to Cintas by Customer subsequent to execution of this Alarm Monitoring Agreement that contains different or additional terms or that purports to modify or amend the terms of this Alarm Monitoring Agreement in any way, such as a purchase order or conditional payment, shall be of no force and effect and will not modify the terms of this Alarm Monitoring Agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant or used to supplement or explain any terms used in this Alarm Monitoring Agreement. Acceptance or acquiescence in a course of performance rendered under this Alarm Monitoring Agreement shall not be relevant to determine the meaning of this Alarm Monitoring Agreement even though the accepting or acquiescing party has knowledge of the nature of the performance and the opportunity for objection.
41. Customer's Acceptance by Allowing Performance. Customer agrees that engaging, requesting, or allowing Cintas to begin any work or provide any goods or services under this Alarm Monitoring Agreement and/or compensating Cintas for any such work, goods, and/or services constitutes acceptance of the Alarm Monitoring Agreement and all of its terms and conditions.
42. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.

    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE,

CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.

b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.

c. **Fees**. If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.

d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.

e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.

f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.

43. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

44. **Customer Funding Source**. Customer must select the appropriate response below:
Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?

___No

___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

45. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?

___ No additional terms needed

___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

NOTICE TO CUSTOMER. BY AGREEING TO THIS ALARM MONITORING AGREEMENT, CUSTOMER EXPLICITLY ACKNOWLEDGES AND ACCEPTS PARAGRAPHS 10-13 AND 15

OF THIS ALARM MONITORING AGREEMENT, WHICH DISCLAIM WARRANTIES AND REPRESENTATIONS, ACKNOWLEDGE CINTAS IS NOT AN INSURER AND REQUIRES CUSTOMER TO OBTAIN INSURANCE, LIMIT CINTAS'S LIABILITY FOR AND/OR RELEASE CINTAS FROM ANY LIABILITY RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT, AND REQUIRE CUSTOMER TO INDEMNIFY CINTAS FOR ANY LOSSES RELATED IN ANY WAY TO THE ALARM MONITORING AGREEMENT. READ THE ENTIRE AGREEMENT BEFORE SIGNING.

CUSTOMER:

Cintas Loc. No: _____Please Sign
Name_____

By: _____Please Print Name
_____

Title: _____Please Print
Title_____

Accepted-GM:
_____Email
_____

SCHEDULE A

Alarm Monitoring Service Agreement

Monitored Premises Address List

SITE	SITE NAME	SITE ADDRESS	CITY	STATE	ZIP	PHONE
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
32						
33						
34						
35						
36						
37						

SCHEDULE B

Alarm Monitoring Service Agreement

Customer Contact List and First Responders List

Customer Name:			Effective Date:	
Monitored Address:		City:	State:	Zip:
Phone:		Fax:		
Contact Name:	Contact Title:		Contact Email:	
Billing Name:	Billing Address:			
City:	State:	Zip:	Billing Phone:	
AP Contact Name:		AP Contact Phone:		
AP Contact Email:			Payment Terms:	
Purchase Order:	Payment Portal: ☐ yes ☐ no		Name of Portal:	

Enter Telephone Contact Numbers for Desired Customer Contacts Below:
NOTE: Each Call List contact must have a distinct passcode.

CONTACT NAME	CELL PHONE #	LANDLINE PHONE #	PASSCODE

Enter Telephone Contact Numbers for First Responder Agencies Below:
NOTE: Cintas has no responsibility for determining or verifying whether the agencies, first responders, or the numbers you provide below are the proper authorities or first responder agencies for the jurisdiction where the Premise(s) are located.

AGENCY TYPE	FIRST RESPONDER AGENCY NAME	AGENCY PHONE #
Fire		
Medical		
Police		
Other		

3. Cintas Workplace Solutions RFP Pricing Sheet

University of Nebraska Pricing

Pricing provided on National Pricing sheets must be used to determine pricing provided for University of Nebraska items and will be verified.

Item	U/M	Description	Vendor ID/ Part Number	Sizes Available	Unit Weekly Rental Cost (Cost for 1)	Unit Weekly Rental Cost for Extended Sizes (Cost for 1)	Rental Cost for 11 Regular Sizes (Unit Weekly Rental Cost x 11)	Rental Cost for 11 Extended Sizes (Unit Weekly Rental Cost x 11)	Purchase Unit Cost	Estimated Usage per Year
1.	PR	Coveralls, 65% Polyester - 35% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.	912	36-56, 40-52 Long	0.27	0.42	2.97	4.62	26.99	1
2.	PR	Coveralls, 65% Polyester - 35% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue Orange.	912	36-56, 40-52 Long	0.27	0.42	2.97	4.62	26.99	1
3.	PR	Coveralls, 100% Cotton, Long Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	0.45	0.6	4.95	6.6	28.99	1
4.	PR	Coveralls, 100% Cotton, Short Sleeve, 2 breast pockets, zipper. Colors: Dark Blue, Orange, Light Blue.	910	36-56, 42-48 Long	0.45	0.6	4.95	6.6	28.99	1
5.	EA	Shirts, 65% Polyester - 35% Cotton, Long Sleeve, 7 button closure with top button snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: Light Blue, White, Navy Blue, Postman Blue, Forest Green, Orange, Khaki, **Gray w/Red & White Stripes, Light Gray.**	935	S-4XL, Reg and Long	0.18	0.33	1.98	3.63	11.99	1
6.	EA	**Shir**ts, 65% P**olyes**ter **-** 35% **C**otton**,** Short **Slee**ve, **7** butt**on clo**sure **w**ith to**p butt**on snap, **2 breast p**ockets with bu**tton** do**wn flaps,** Men's and **Women's** Styles. **Colors: Lig**ht **Blue, W**hite, **Na**vy **Blue,** Postman **Blue**, F**orest Gree**n, Orang**e, Kh**aki, **Gray w/Red & White Stripes, Light Gray.**	**935**	**S-4XL, Re**g and **Long**	**0.**18	**0.3**3	**1.98**	**3.63**	11.9**9**	**1**
7.	EA	Shirts, 100% Cotton, Long Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Traffic Orange.	330	S-3XL	0.26	0.41	2.86	4.51	16.99	1
8.	EA	Shirts, 100% Cotton, Short Sleeve, 7 button closure with top snap, 2 breast pockets with button down flaps, Men's and Women's Styles. Colors: White, Light Blue with Dark Blue Pinstripes, Khaki, Light Blue, Light Gray, Navy Blue, Postman Blue, Forest Green, Traffic Orange.	330	S-3XL	0.26	0.41	2.86	4.51	16.99	1
9.	EA	Shirts, Polo, 100% Spun Polyester Knit pizue, hemmed sleeve, no curl collar, soil release, moisture management, 3 tortoiseshell type buttons. Colors: Determined upon award.	275	S-5XL, L-5XL Long	0.38	0.53	4.18	5.83	13.99	1
10.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Long Sleeve. Colors: Determined upon award.	259	S-5XL, L-5XL Long	0.24	0.39	2.64	4.29	17.99	3068
11.	EA	Shirts, Polo, 50% Polyester - 50% Cotton, Short Sleeve. Colors: Determined upon award.	259	S-3XL	0.24	0.39	2.64	4.29	17.99	1
12.	EA	Jacket, Industrial, Zipper Closure. Colors: Dark Blue, Hunter Green.	970	XS-4XL, S-4XL Long	0.44	0.59	4.84	6.49	24.99	1
13.	PR	Pants, 65% Polyester - 35% Cotton, perma press, zipper fly with button closure, 4 lined pockets, five (5) 1-1/2" belt loops. Men's and Women's (women's elastic waist shall be optional). Colors: Dark Blue, Hunter Green, Charcoal, additional colors determined upon award.	945	28-50	0.21	0.36	2.31	3.96	15.99	1
14.	PR	Pants, 100% Heavyweight Denim Cotton, two (2) lined 6" deep front pockets, 2 rear lined pockets, 1 watch pocket, seven (7) 2" belt loops, pre-washed/shrunk, zipper fly with metal post closure, Dickies or equal, Men's and Women's styles (women's elastic waist shall be optional). Colors: Dark blue, Hunter Green, Charcoal.	340	28-56	0.37	0.52	4.07	5.72	17.99	1
15.	PR	Pant, Painters, 100% Cotton. Color: White.	945	30-50	0.21	0.36	2.31	3.96	15.99	1

University of Nebraska

16.	EA	Lab Coat, Industrial, 65% Polyester, 35% Cotton, Long Sleeve, 2 pockets, button down. Color: White.	72174	XS-6XL	0.26	0.41	2.86	4.51	17.99	3100
17.	EA	Patches - University Seal, Cloth, 4" Diameter, stiff backing, sewn onto left shoulder of all shirts and coveralls.	N/A	N/A	#N/A		#N/A	0	#N/A	1
18.	EA	Patches - Department Logos, cloth, 3" Diameter, stiff backing, sewn onto right shoulder of all shirts and coveralls.	N/A	N/A	#N/A		#N/A	0	#N/A	1
19.	EA	Patches - Park & Recreation, Cloth, 6-1/4" x 4", white background and green lettering and embroidered design per attached example, sewn on left sleeve of shirts and jackets.	N/A	N/A	#N/A		#N/A	0	#N/A	1
20.	EA	Patches - Name, Cloth, 1-1/2" x 3-1/2", stiff backing. Sewn approximately 3/4" above wearer's left pocket of all shirts and coveralls.	N/A	N/A	#N/A		#N/A	0	#N/A	1
21.	EA	Bath Towels, Absorbent, white, cotton, loop weave, approximately 20" x 40".	TBD	N/A	#N/A		#N/A	0	#N/A	1
22.	EA	Dish Towels, White Cotton or Microfiber, approximately 12" x 20".	2700	N/A	0.13		0.13	0	#N/A	1
23.	EA	Shop Towel, Standard, Reusable Industrial, 100% cotton, minimum 15" x 17", orange, free of metal cuttings or shavings.	2160	N/A	0.12		0.12	0	#N/A	169660
24.	EA	Floor Mats, 3' x 4', rubberized backing, good quality, black, gray or brown.	843XX	N/A	2.24		2.24	0	#N/A	1
25.	EA	Floor Mats, 3' x 5', rubberized backing, good quality, dark blue or black, grey or brown.	843XX	N/A	2.24		2.24	0	#N/A	117
26.	EA	Floor Mats, 3' x 10', rubberized backing, good quality, dark blue or black, grey or brown.	840XX	N/A	3.29		3.29	0	#N/A	1147
27.	EA	Floor Mats, 4' x 6', rubberized backing, good quality, dark blue, black, mocha, grey or brown.	844XX	N/A	2.13		2.13	0	#N/A	390
28.	EA	Anti -Fatigue Mats, 2 ½' x 3', nitride rubber, black.	1801	N/A	1.7		1.7	0	#N/A	1
29.	EA	Scraper Mats, 3' x 5', skid resistant, black	2477	N/A	2.39		2.39	0	#N/A	1
30.	EA	Safety Mats, 3' x 5'	84302	N/A	3.63		3.63	0	#N/A	1
31.	EA	Flow-Thru Shower Mat, 3' x 5', rubber, slip resistant, black.	1810	N/A	2.61		2.61	0	#N/A	1
32.	EA	Prep charges per shirt, coveralls and jacket for removal and reapplication of patches & emblems to garment based on size, color change, or from short sleeve to long sleeve garment permitted one-time per year per employee.	One Time Cost	N/A	#N/A		#N/A	0	#N/A	N/A
					GRAND TOTAL:					

We have included the lost replacement rates for each of the items listed. Purchase rates for garments listed are for garments that meet the required specifications but are not manufactured for an industrial wash.

****** Most products available in multiple colors and size options***

University of Nebraska Pricing - University Owned

	U/M	Description	Unit Cost	Extension	Estimated Usage per Year
	EA	Weekly laundering of University-Owned Jacket, if required.	$ 1.50	$	1
	EA	Weekly laundering of University-Owner Safety Vests, if required.	$ 1.50	$	1
	EA	Application/Sewing of University-Provided Patches to Contractor-furnished clothing , if required.	n/a	$	1

Cintas has the ability to apply emblems but the pricing will be determined on a case by case basis.

University of Nebraska Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage Per Year**
Anti - Fatigue Mats	*	n/a	1
Scraper Mats	*	n/a	1147
Safety Mats	*	n/a	1
Flow - Thru Shower Mats	*	n/a	1
Bar Mats	*	n/a	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage Per Year**
Table Linens & Napkins	n/a	n/a	1
Bed Linens	n/a	n/a	1
Towels and Wiping Cloths	*	n/a	1
Industrial Towels	*	n/a	1
Towel Cans	*	n/a	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.
***N/A denotes products that Cintas does not rent.**

University of Nebraska

University of Nebraska Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*	**Estimated Usage per Year**
Treated Dust Mops	*	n/a	1
Wet Mops	*	n/a	1
Handles for Mops	*	n/a	1
List other product categories not listed above and their corresponding discount			

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska Pricing - Safety Supplies

Description	U/M	Unit Cost	Make/Model of Quote Item	Estimated Usage Per Year	Notes | Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA	2.23	9314	1	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA	1.16	9312	1	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	$ 1.64	9326	1	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	$ 10.07	280020	2	
Burn Relief Packet/6PK	BAG	$ 4.60	163050	1	
Woundseal Pour Pack (2)	EA	$ 13.14	1030300	2	
Allergy Relief Tablet Med	BX	$ 9.90	119260	4	
Aleve Small	BAG	$ 3.64	121220	1	
Dayquil Severe Small	BAG	$ 5.19	573772	1	
Mucinex Small	BAG	$ 8.70	79191	1	
Ibuprofen Tabs Small	BX	$ 3.44	111929	1	
Ibuprofen Tabs Medium	BX	$ 7.00	111989	1	
Ibuprofen Tabs Large	BX	$ 15.51	111999	1	
Cold Relief Max/Str Small	BX	$ 13.29	113029	1	
Cold Relief Max/Str Medium	BX	$ 8.70	112039	1	
Liquid Bandage Small	BAG	$ 7.70	12221	1	
Tweezers, Metal IND/3PK	PAC	$ 4.05	150110	2	
Hand Sanitizer Small	BAG	$ 1.89	51030	1	
Eyewash, 1/2oz medium	BX	$ 11.84	130100	1	
Glucose, Small	PAC	$ 9.66	122249	1	
Lipaid, Small	BAG	$ 2.30	102435	1	
Biofreeze Muscle Relief, Small	BAG	$ 4.69	102640	1	
Anti-Diarrheal Caplets, Small	BX	$ 6.56	119250	1	
X-Long Bandage Medium	BX	$ 5.83	43729	1	
Cool & Soothe 6/BOX	BX	$ 10.77	164010	1	
Pain Away X-Strength Small	BAG	$ 14.21	111659	1	
Waterproof Clear Strips	BX	$ 5.72	43658	1	
Elastic Strip Medium	BX	$ 4.52	44269	1	
Aspirin Org St, 50 CT	BX	$ 10.27	111230	1	
Thera Tears Small	PAC	$ 4.08	130000	1	
Triple Antibiotic Ointment Medium	BX	$ 4.84	100019	1	
Large Patch 2"x3", Medium	BX	$ 4.25	44429	1	

University Pricing - Category & Other Discounts

Category	Discount (% from published /book rate)	Verifiable Published Price List ID	Comments
Uniform Rental	See column D&E	Cintas Rental National Voluntary Book Price Schedule	For rental and facility services items for which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at 10% off of its National Voluntary Book Prices or a similar reference price list. National Voluntary Book Prices are an internally maintained price list that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas' National Voluntary Book Prices or a similar reference price list, the rental price will be 10% off the applicable local prices based on the customer's geographic location and anticipated purchase volume.
Uniform Leasing			
Uniform Purchase		Cintas Direct Purchase Local Price	
Shoe Purchase		Cintas Direct Purchase Local Price	
Mat/Mop Rental		Cintas Rental National Voluntary Book Price Schedule	
Mat/Mop Leasing	Service not available	NA	
Mat/Mop Purchase	See column D&E	Cintas Direct Purchase Local Price	
Restroom Supplies		Cintas Rental National Voluntary Book Price Schedule	
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies		Cintas First Aid & Safety National Voluntary Market Price	For First Aid & Safety items for which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at 10% off of its Cintas First Aid & Safety National Voluntary Market Price or a similar reference price list. Cintas First Aid & Safety National Voluntary Market Prices are an internally maintained price list that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas First Aid & Safety National Voluntary Market Price or a similar reference price list, the price will be 10% off the applicable local market prices based on the customer's geographic location and anticipated purchase volume.
AEDs			
Fire Protection Services		Cintas Fire National Voluntary Book Price Schedule	For Fire related services items for which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at Fire National Voluntary Book Prices or a similar reference price list. Fire National Voluntary Book Prices are an internally maintained price list and that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas Fire National Voluntary Book Prices or a similar reference price list, the Fire price will be 10% off the applicable local prices based on the customer's geographic location and anticipated purchase volume.
Promotional Products		Cintas Direct Purchase Local Price	For all direct purchase promotional items or wearable purchases sold through a Cintas rental facility for items which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at 10% off of its Local pricing schedules based on the customer's geographic location and anticipated purchase volume. Cintas local direct purchased price schedules are internally maintained price lists and that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions.
Miscellaneous			
Other			
Additoinal Discounts Offered	Please see details above by product category.		
Volume Discount			
Ecommerce Rebate			
Sole Vendor Dicsount			
Other			

University of Nebraska

University of Nebraska Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	***Please see "University Pricing - Discounts" tab for details by product category***
*Catalog(s) Name:*_____	
*Catalog(s) Name:*_____	
Online Catalog Website: _____	
Agency Owned Garment - Contractor Laundered	n/a
Custom embroidering of logos and/or names	n/a
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	n/a
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	n/a
Application of a new patch or emblem to a garment, heat sealed or sewn.	n/a
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	n/a
Uniform color change per garment (e.g. change one shirt from grey to blue)	n/a
Steam Tunneling garments	No Charge
Pressing of garments	n/a
Garment Loss Protection Program	n/a

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:		
Premium Charge	$	0.15
Uniform Advantage	Local Pricing	
Emblems	Local Pricing	
Emblem/Prep Advantage	Local Pricing	
Minimum Stop	$	35.00

University of Nebraska

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.

Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.

One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.

The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.

Describe how rental uniforms are amortized and how Replacement Charges are calculated.

If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.

Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."

Describe how emergency requests for uniforms are handled.

Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.

Items not specifically listed in catalogs are available under the contract as "specialty items."

****Cintas proposed pricing is structured to allow any participating agency, regardles of size, volume etc. to benefit from the same competitive and consistent rates.***

University of Nebraska

National Pricing - Uniforms

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-5,000 shirts = X% off each shirt; 5,001-10,000 shirts = X% off each shirt, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*		**Purchase** *indicate if Purchase is not available in a category with "n/a"*	
	Regular Size	**Extended Size**	**Regular Size**	**Extended Size**
Industrial Wear				
Belts				
Coveralls				
Jackets				
Pants				
Shirts				
Shorts	**Please see University Pricing - Discounts Tab for details by product category**			
Safety and Protective Wear (including Flame Resistant clothing)				
Belts				
Coveralls				
Jackets				
Pants				
Shirts				
Arc Suit				
Vests				
Caps and Headwear	**Please see University Pricing - Discounts Tab for details by product category**			
Corporate Casual Wear				
Accessories				
Belts				
Dresses				
Jackets				
Pants				
Polo's and T-shirts				
Sweatshirts				
Shirts				
Skirts				
Slacks				
Sweaters				
Vests	**Please see University Pricing - Discounts Tab for details by product category**			

University of Nebraska

Executive Wear	
Accessories	
Belts	
Blazers	
Blouses/Tops	
Dresses	
Jackets	
Neckwear	
Pants	
Shirts	
Skirts	
Slacks	
Sweaters	
Vests	**Please see University Pricing - Discounts Tab for details by product category**
Healthcare	
Lab Coats	
Scrubs, top	
Scrubs, pant	**Please see University Pricing - Discounts Tab for details by product category**
Chef and Kitchen Wear	
Aprons	
Caps and Headwear	
Chef Coats	
Neckwear	
Chef Pants	
Shirts	**Please see University Pricing - Discounts Tab for details by product category**
Food Service	
Aprons	
Belts	
Blouses/Tops	
Caps and Headwear	
Shirts	
Pants	
Shorts	
Skirts	**Please see University Pricing - Discounts Tab for details by product category**
Housekeeping	
Aprons	
Dresses	
Pants	
Shirts & Tunics	**Please see University Pricing - Discounts Tab for details by product category**

University of Nebraska

Outerwear				
Caps and Headwear	**Please see University Pricing - Discounts Tab for details by product category**			
Coats				
Gloves				
Jackets				
Sweat Shirts				
Swimwear				
Other:				
Laundry Racks	**Please see University Pricing - Discounts Tab for details by product category**			
List other product categories not listed above and their corresponding discount				
All products and services are available to the University of Nebraska				
State the name of the Price List from which discounts shall be taken:			**TBD**	
Submit instructions on accessing your on-line Price List or Catalog with your proposal.				

National Pricing - Mats

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-50 mats = X% off each mat; 51-300 mats = X% off each mat, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Anti - Fatigue Mats	*	n/a
Scraper Mats	*	n/a
Safety Mats	*	n/a
Flow - Thru Shower Mats	*	n/a
Bar Mats	*	n/a
List other product categories not listed above and their corresponding discount		

***Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.**

National Pricing - Mops

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 mops = X% off each mop; 101-300 mops = X% off each mop, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Treated Dust Mops	*	n/a
Wet Mops	*	n/a
Handles for Mops	*	n/a
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

National Pricing - Towels & Linens

Instructions: Provide the percentage discount off a verifiable price list for each of the categories listed below. Indicate tiers for volume discounts and the corresponding percentage discount off a verifiable price list. For example 0-100 cloths = X% off each cloth; 101-300 cloths = X% off each cloth, etc.

	Rental with Weekly Delivery *indicate if Rental is not available in a category with "n/a"*	**Purchase** *indicate if Purchase is not available in a category with "n/a"*
Table Linens & Napkins	n/a	n/a
Bed Linens	n/a	n/a
Towels and Wiping Cloths	n/a	n/a
Industrial Towels	*	n/a
Towel Cans	*	n/a
List other product categories not listed above and their corresponding discount		

Cintas proposed pricing on University Pricing - Discounts tab is structured to allow any participating agency to benefit from the same competitive and consistent rates, regardles of size, volume etc.

University of Nebraska

National Pricing - Safety Supplies

Description	U/M	Unit Cost	Make/Model of Quote Item	Notes | Pertaining to all items: only billing on service
Heavy Duty Soap Scrub Service - 1000 mL	EA	$ 2.23	9314*	*Quoting on svc not refill
Moisturizing Soap Refill - 1000 mL	EA	$ 1.16	9312*	*Quoting on svc not refill
Antibacterial Gel Soap Service - 1000 mL	EA	$ 1.64	9326*	*Quoting on svc not refill
Lens/Screen Pads 100/BX	EA	$ 10.07	280020	
Burn Relief Packet/6PK	BAG	$ 4.60	163050	
Woundseal Pour Pack (2)	EA	$ 13.14	1030300	
Allergy Relief Tablet Med	BX	$ 9.90	119260	
Aleve Small	BAG	$ 3.64	121220	
Dayquil Severe Small	BAG	$ 5.19	573772	
Mucinex Small	BAG	$ 8.70	79191	
Ibuprofen Tabs Small	BX	$ 3.44	111929	
Ibuprofen Tabs Medium	BX	$ 7.00	111989	
Ibuprofen Tabs Large	BX	$ 15.51	111999	
Cold Relief Max/Str Small	BX	$ 13.29	113029	
Cold Relief Max/Str Medium	BX	$ 8.70	112039	
Liquid Bandage Small	BAG	$ 7.70	12221	
Tweezers, Metal IND/3PK	PAC	$ 4.05	150110	
Hand Sanitizer Small	BAG	$ 1.89	51030	
Eyewash, 1/2oz medium	BX	$ 11.84	130100	
Glucose, Small	PAC	$ 9.66	122249	
Lipaid, Small	BAG	$ 2.30	102435	
Biofreeze Muscle Relief, Small	BAG	$ 4.69	102640	
Anti-Diarrheal Caplets, Small	BX	$ 6.56	119250	
X-Long Bandage Medium	BX	$ 5.83	43729	
Cool & Soothe 6/BOX	BX	$ 10.77	164010	
Pain Away X-Strength Small	BAG	$ 14.21	111659	
Waterproof Clear Strips	BX	$ 5.72	43658	
Elastic Strip Medium	BX	$ 4.52	44269	
Aspirin Org St, 50 CT	BX	$ 10.27	111230	
Thera Tears Small	PAC	$ 4.08	130000	
Triple Antibiotic Ointment Medium	BX	$ 4.84	100019	
Large Patch 2"x3", Medium	BX	$ 4.25	44429	

Uniform Rental	See column D&E	Cintas Rental National Voluntary Book Price Schedule	For rental and facility services items for which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at 10% off of its National Voluntary Book Prices or a similar reference price list. National Voluntary Book Prices are an internally maintained price list that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas' National Voluntary Book Prices or a similar reference price list, the rental price will be 10% off the applicable local prices based on the customer's geographic location and anticipated purchase volume.
Uniform Leasing			
Uniform Purchase		Cintas Direct Purchase Local Price	
Shoe Purchase		Cintas Direct Purchase Local Price	
Mat/Mop Rental		Cintas Rental National Voluntary Book Price Schedule	
Mat/Mop Leasing	Service not available	NA	
Mat/Mop Purchase	See column D&E	Cintas Direct Purchase Local Price	
Restroom Supplies		Cintas Rental National Voluntary Book Price Schedule	
Restroom Services			
Deep Cleaning Services			
First Aid/Safety Supplies		Cintas First Aid & Safety National Voluntary Market Price	For First Aid & Safety items for which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at 10% off of its Cintas First Aid & Safety National Voluntary Market Price or a similar reference price list. Cintas First Aid & Safety National Voluntary Market Prices are an internally maintained price list that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas First Aid & Safety National Voluntary Market Price or a similar reference price list, the price will be 10% off the applicable local market prices based on the customer's geographic location and anticipated purchase volume.
AEDs			
Fire Protection Services		Cintas Fire National Voluntary Book Price Schedule	For Fire related services items for which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at Fire National Voluntary Book Prices or a similar reference price list. Fire National Voluntary Book Prices are an internally maintained price list and that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions. For non-contract items not included in Cintas Fire National Voluntary Book Prices or a similar reference price list, the Fire price will be 10% off the applicable local prices based on the customer's geographic location and anticipated purchase volume.
Promotional Products		Cintas Direct Purchase Local Price	For all direct purchase promotional items or wearable purchases sold through a Cintas rental facility for items which pricing is not specified in this agreement ("non-contract items"), Cintas will price those non-contract items at 10% off of its Local pricing schedules based on the customer's geographic location and anticipated purchase volume. Cintas local direct purchased price schedules are internally maintained price lists and that Cintas may adjust from time to time based on changes in costs and other market and supply chain conditions.
Miscellaneous			
Other			
Additoinal Discounts Offered	Please see details above by product category.		
Volume Discount			
Ecommerce Rebate			
Sole Vendor Dicsount			
Other			

National Pricing - Miscellaneous

State percentage discounts off for the following.	
Percentage Discount off the published retail price guide(s) offered for all other items not specifically listed in the Pricing Workbook.	***Please see "University Pricing - Discounts" tab for details by product category***
*Catalog(s) Name:*_____	
*Catalog(s) Name:*_____	
Online Catalog Website: _____	
Agency Owned Garment - Contractor Laundered	n/a
Custom embroidering of logos and/or names	n/a
Preparation charges per garment for removal and application of new patches and emblems on the same garment, heat sealed or sewn.	n/a
Removal of patches and emblems from one garment and reapplication on a different garment, heat sealed or sewn.	n/a
Application of a new patch or emblem to a garment, heat sealed or sewn.	n/a
Seasonal uniform change per garment (e.g. change one shirt from long sleeve to short sleeve)	n/a
Uniform color change per garment (e.g. change one shirt from grey to blue)	n/a
Steam Tunneling garments	No Charge
Pressing of garments	n/a
Garment Loss Protection Program	n/a

Provide a list of services (and their corresponding fee) to be made available to Contract users not specifically listed elsewhere:	
Premium Charge	$ 0.15
Uniform Advantage	Local Pricing
Emblems	Local Pricing
Emblem/Prep Advantage	Local Pricing
Minimum Stop	$ 35.00

University of Nebraska

Describe turnaround time and delivery requirements. Define any additional charges for delivery such as excessive deliveries or remote locations and state additional fees for these types of deliveries.
Cintas rental service programs provide personal delivery at a predefined frequency on a regularly scheduled day and time. Temporary garments are used only if there is a shortage of clean delivered garments, and this is a rare occurrence. The need for temporary garments is known by Cintas prior to clean delivery by the use of our garment inventory control process. If needed, the garments used for temporary replacement will be a used garment of like quality to the garment that is being replaced. Cintas rarely experiences backorders in our core rental product line however in the event there is a backorder our goal is to replenish in 30 days or less.
One of the goals of a national contract is to allow agencies to easily audit the price they are paying under a contract. Describe how users across the nation will be able to determine their pricing (including the provision of uniforms or other products, delivery, laundering, repair and maintenance) under the national contract using the information contained within the pricing workbook. Describe any regional pricing differences or other factors that will influence an agency's price.
The program will be communicated to the local sales force via a "Program Requirements Document" which will contain details of the program. This serves to ensure that the service and the pricing at each of your locations conforms to the Master Service Agreement and is controlled by our Account Team.
Describe how rental uniforms are amortized and how Replacement Charges are calculated.
If Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit C. In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values. Cintas deems a garment "damaged" if it is beyond normal repair and not due to normal wear and tear. Specifically, as noted on the Cintas general agreement, "In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values."
Describe how emergency requests for uniforms are handled.
Local facilities should direct rush requests to the local Customer Service Departments of their corresponding Cintas service centers. Every effort will be made locally to accommodate rush requests.
Items not specifically listed in catalogs are available under the contract as "specialty items."

University of Nebraska

4. Cintas Response to University of Nebraska RFP No. 3702-22-4618, Workplace Solutions/eBid Invitation

Separately Attached.

5. University of Nebraska RFP No. No. 3702-22-4618, Workplace Solutions

Separately Attached.

6. Attachment A to Solicitation (Requirements for National Cooperative Contract to be Administered by OMNIA Partners; inclusive of Exhibits A through H), as modified by Cintas and agreed by OMNIA ("Attachment A")

ATTACHMENT A

Requirements for National Cooperative Contract To Be Administered by OMNIA Partners

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

Exhibit A – Response for National Cooperative Contract

Exhibit B – Administration Agreement, Example

Exhibit C – Master Intergovernmental Cooperative Purchasing Agreement, Example

Exhibit D – Principal Procurement Agency Certificate, Example

Exhibit E – Contract Sales Reporting Template

Exhibit F – Federal Funds Certifications

Exhibit G – New Jersey Business Compliance

Exhibit H – Advertising Compliance Requirement

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

The Board of Regents of the University of Nebraska (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("OMNIA Partners"), is requesting proposals for Electric Vehicle Charging Stations. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B).

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $50M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage

legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is one of Supplier's primary "go to market" strategy for Public Agencies,

(3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is available to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier may offer such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as one of its go to market strategies in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners. Note, Supplier has provided the following information beginning after the conclusion of Exhibit H – Advertising Compliance Requirement.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

B. Total number and location of salespersons employed by Supplier.

C. Number and location of support centers (if applicable) and location of corporate office.

D. Annual sales for the three previous fiscal years.

    a. Submit FEIN and Dunn & Bradstreet report.

E. Describe any green or environmental initiatives or policies.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

Yes No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Yes No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)

Yes No

If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

Yes No

If yes, list certifying agency: _____

e. Other recognized diversity certificate holder

Yes No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

I. Describe how supplier differentiates itself from its competitors.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

L. Describe any debarment or suspension actions taken against supplier

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.

3.3 Marketing and Sales

A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

   i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

   ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

   ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

   iii. Design, publication and distribution of co-branded marketing materials within first 90 days

   iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.)

and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

C. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

D. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

E. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. No cost to participate

iii. Non-exclusive

F. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement
ii. Working knowledge of the solicitation process
iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
iv. Knowledge of benefits of the use of cooperative contracts

G. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

H. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

I. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

J. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

K. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

L. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

M. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Exhibit B
Administration Agreement, Example

ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "**Agreement**") is made this ___ day of _____ 20__, between National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), and _____ ("**Supplier**").

RECITALS

WHEREAS, the _____ (the "**Principal Procurement Agency**") has entered into a Master Agreement effective _____, Agreement No_____, by and between the Principal Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "**Master Agreement**"), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "**Product**");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "**Public Agencies**"), that register (either via registration on the OMNIA Partners website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a "**Participating Public Agency**") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through OMNIA Partners to Public Agencies;

WHEREAS, OMNIA Partners serves as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency;

WHEREAS, Principal Procurement Agency desires OMNIA Partners to proceed with administration of the Master Agreement; and

WHEREAS, OMNIA Partners and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between OMNIA Partners and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, OMNIA Partners and Supplier hereby agree as follows:

DEFINITIONS

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

TERMS AND CONDITIONS

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. OMNIA Partners shall be afforded all of the rights, privileges and indemnifications afforded to Principal Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to OMNIA Partners, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. OMNIA Partners shall perform all of its duties, responsibilities and obligations as the cooperative contract administrator of the Master Agreement on behalf of Principal Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by OMNIA Partners solely in its capacity as the cooperative contract administrator under the Master Agreement.

5. With respect to any purchases by Principal Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, OMNIA Partners shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Principal Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Principal Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Principal Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. OMNIA Partners makes no representation or guaranty with respect to any minimum purchases by Principal Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. OMNIA Partners shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold OMNIA Partners harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. Supplier acknowledges that, in connection with its access to OMNIA Partners confidential information and/or supply of data to OMNIA Partners, it has complied with and shall continue to comply with all laws, regulations and standards that may apply to Supplier, including, without limitation: (a) United States federal and state information security and privacy statutes, regulations and/or best practices, including, without limitation, the Gramm-Leach-Bliley Act, the Massachusetts Data Security Regulations (201 C.M.R. 17.00 et. seq.), the Nevada encryption statute (N.R.S. § 603A), the California data security law (Cal. Civil Code § 1798.80 et. seq.) and California Consumer Privacy Act (Cal. Civil Code § 1798.100 et. seq.); and (b) applicable industry and regulatory standards and best practices (collectively, "**Data Regulations**").

With regard to Personal Information that Supplier collects, receives, or otherwise processes under the Agreement or otherwise in connection with performance of the Agreement, Supplier agrees that it will not: (i) sell, rent, release, disclose, disseminate, make available, transfer, or otherwise

communicate orally, in writing, or by electronic or other means, such Personal Information to another business or third party for monetary or other valuable consideration; or (ii) retain, use, or disclose such Personal Information outside of the direct business relationship between Supplier and OMNIA Partners or for any purpose other than for the specific purpose of performance of the Agreement, including retaining, using, or disclosing such Personal Information for a commercial purpose other than for performance of the Agreement. By entering into the Agreement, Supplier certifies that it understands the specific restrictions contained in this Section 7 and will comply with them. For purposes hereof, "**Personal Information**" means information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular consumer or household, and includes the specific elements of "personal information" as defined under Data Regulations, as defined herein. Supplier will reasonably assist OMNIA Partners in timely responding to any third party "request to know" or "request to delete" (as defined pursuant to Data Regulations) and will promptly provide OMNIA Partners with information reasonably necessary for OMNIA Partners to respond to such requests. Where Supplier collects Personal Information directly from Public Agencies or others on OMNIA Partners' behalf, Supplier will maintain records and the means necessary to enable OMNIA Partners to respond to such requests to know and requests to delete.

8. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OMNIA PARTNERS EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING OMNIA PARTNERS' PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. OMNIA PARTNERS SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF OMNIA PARTNERS IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

9. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 11 – 22, hereof and the indemnifications afforded by the Supplier to OMNIA Partners in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

NATIONAL PROMOTION

10. OMNIA Partners and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the OMNIA Partners program by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector) or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Principal Procurement Agency and OMNIA Partners. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to OMNIA Partners or posts on the OMNIA Partners website.

Supplier shall indemnify, defend and hold harmless OMNIA Partners for use of all such content and images including copyright infringement claims. Supplier and OMNIA Partners each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo (each, the "**Logo**") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to OMNIA Partners from Supplier in the amount of three percent (3%) ("**Administrative Fee Percentage**") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Principal Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("**Contract Sales**"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide OMNIA Partners with an electronic accounting report monthly, in the format prescribed by OMNIA Partners, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C ("**Contract Sales Report**"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to OMNIA Partners by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion.

14. Administrative Fee payments are to be paid by Supplier to OMNIA Partners at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the OMNIA Partners designated financial institution identified in Exhibit D. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Principal Procurement Agency's sole discretion, and/or this Agreement, at OMNIA Partners' sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. OMNIA Partners, or its designee, in OMNIA Partners' sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date OMNIA Partners receives such report. In addition, OMNIA Partners may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by OMNIA Partners at the location designated by OMNIA Partners. In the event an underreporting of Contract Sales and a resulting underpayment of

Administrative Fees is revealed, OMNIA Partners will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to OMNIA Partners' reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of OMNIA Partners' costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between OMNIA Partners and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and OMNIA Partners' rights and obligations hereunder may be assigned at OMNIA Partners' sole discretion to an affiliate of OMNIA Partners, any purchaser of any or all or substantially all of the assets of OMNIA Partners, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of OMNIA Partners.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

A. OMNIA Partners:

OMNIA Partners
Attn: President
840 Crescent Centre Drive
Suite 600
Franklin, TN 37067

B. Supplier:

_____
_____
_____
_____

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon OMNIA Partners, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Delaware, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

[INSERT SUPPLIER ENTITY NAME]	**NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY, A DELAWARE CORPORATION D/B/A OMNIA PARTNERS, PUBLIC SECTOR**
Signature	Signature Sarah Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title	Title
Date	Date

Exhibit C
Master Intergovernmental Cooperative Purchasing Agreement, Example

---

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this "**Agreement**") is entered into by and between those certain government agencies that execute a Principal Procurement Agency Certificate ("**Principal Procurement Agencies**") with National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "**OMNIA Partners**"), in its capacity as the cooperative administrator, to be appended and made a part hereof and such other public agencies ("**Participating Public Agencies**") who register to participate in the cooperative purchasing programs administered by OMNIA Partners and its affiliates and subsidiaries (collectively, the "**OMNIA Partners Parties**") by either registering on the OMNIA Partners website (www.omniapartners.com/publicsector or any successor website), or by executing a copy of this Agreement.

RECITALS

WHEREAS, after a competitive solicitation and selection process by Principal Procurement Agencies, in compliance with their own policies, procedures, rules and regulations, a number of suppliers have entered into "**Master Agreements**" (herein so called) to provide a variety of goods, products and services ("**Products**") to the applicable Principal Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Principal Procurement Agencies through the OMNIA Partners Parties and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Principal Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase; and

WHEREAS, in addition to Master Agreements, the OMNIA Partners Parties may from time to time offer Participating Public Agencies the opportunity to acquire Products through other group purchasing agreements.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.

2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency's procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies' participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable "safe harbor" regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.

3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital or other healthcare provider and is not purchasing Products on behalf of a hospital or healthcare provider; provided that the foregoing shall not prohibit Participating Public Agency from furnishing health care services so long as the furnishing of healthcare services is not in furtherance of a primary purpose of the Participating Public Agency.

4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law, policies or procedures.

5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

6. The Participating Public Agency agrees the OMNIA Partners Parties may provide access to group purchasing organization ("**GPO**") agreements directly or indirectly by enrolling the Participating Public Agency in another GPO's purchasing program, provided that the purchase of Products through the OMNIA Partners Parties or any other GPO shall be at the Participating Public Agency's sole discretion.

7. The Participating Public Agencies (each a "**Procuring Party**") that procure Products through any Master Agreement or GPO Product supply agreement (each a "**GPO Contract**") will make timely payments to the distributor, manufacturer or other vendor (collectively, "**Supplier**") for Products received in accordance with the terms and conditions of the Master Agreement or GPO Contract, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.

8. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement. Master Agreements may be structured with not-to-exceed pricing, in which cases the Supplier may offer the Procuring Party and the Procuring Party may accept lower pricing or additional concessions for purchase of Products through a Master Agreement.

9. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.

10. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE OMNIA PARTNERS PARTIES EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT, MASTER AGREEMENT AND GPO CONTRACT. THE OMNIA PARTNERS PARTIES SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF THE OMNIA PARTNERS PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT THE OMNIA PARTNERS PARTIES SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR

OTHER PARTY UNDER A MASTER AGREEMENT OR GPO CONTRACT.

11. This Agreement shall remain in effect until termination by either party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 - 10 hereof shall survive any such termination.

12. This Agreement shall take effect upon (i) execution of the Principal Procurement Agency Certificate, or (ii) registration on the OMNIA Partners website or the execution of this Agreement by a Participating Public Agency, as applicable.

Participating Public Agency:	**OMNIA Partners, as the cooperative administrator on behalf of Principal Procurement Agencies:** **NATIONAL INTERGOVERNMENTAL PURCHASING ALLIANCE COMPANY COMMUNITIES PROGRAM MANAGEMENT, LLC**
Authorized Signature	Signature Sarah E. Vavra
Name	Name Sr. Vice President, Public Sector Contracting
Title and Agency Name	Title
Date	Date

Exhibit D
Principal Procurement Agency Certificate, Example

PRINCIPAL PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Principal Procurement Agency (as defined below) for National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector ("**OMNIA Partners**"), [PPA Name] agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Principal Procurement Agency Certificate.

I hereby acknowledge, in my capacity as _____ of and on behalf of **[PPA Name]** ("**Principal Procurement Agency**"), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through OMNIA Partners.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, [PPA Name]_____

_____
Signature

_____
Name

_____
Title

_____
Date

Exhibit E
Contract Sales Reporting Template

Contract Sales Report submitted electronically in Microsoft Excel:

OMNIA® PARTNERS			Supplier Name:		Total Sales	$0.00										
			Contract Number:		Admin Fee %											
			Reporting Period:		Total Admin Fee	$0.00							FOR OMNIA USE ONLY			
Supplier Internal ID	ID	Name	Street Address	Street Address 2	City	State	Postal Code	Transaction Date	Sales Amount	Admin Fee %	Admin Fee	Notes	Wildcard	UniqueId	Rebate Due	Rebate Name

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

In no event will Supplier act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.

The foregoing certifications apply only to Uniform Rental, Facilities Solutions, and First Aid and Safety products and services, and specifically do not apply to Fire products and services.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(**C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."**

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole

or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? N/A _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal

department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a 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 grant 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 covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to

offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____Initials of Authorized Representative of offeror

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: _____

Address, City, State, and Zip Code: _____

Phone Number: _____ Fax Number: _____

Printed Name and Title of Authorized Representative: _____

Email Address: _____

Signature of Authorized Representative: _____Date: _____

Exhibit G
Intentionally Omitted

Exhibit H
Advertising Compliance Requirement

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.210, Chapter 279A.220, and other related provisions, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with OMNIA Partners and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	Commonwealth of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	Commonwealth of Virginia
State of Connecticut	Commonwealth of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	Commonwealth of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

Certain Public Agencies and Political Subdivisions:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR
CITY OF ADAIR VILLAGE, OR
CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR
CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA
CITY OF BEAVERTON, OR
CITY OF BEND, OR
CITY OF BOARDMAN, OR
CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA
CITY OF BROOKINGS, OR
CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR
CITY OF CLATSKANIE, OR
CITY OF COBURG, OR
CITY OF CONDON, OR
CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR
CITY OF DONALD, OR
CITY OF EUGENE, OR
CITY OF FOREST GROVE, OR
CITY OF GOLD HILL, OR
CITY OF GRANTS PASS, OR
CITY OF GRESHAM, OR
CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI
CITY OF KENNER, LA
CITY OF LA GRANDE, OR
CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR
CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR
CITY OF MEDFORD, OR
CITY OF METAIRIE, LA
CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR
CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA
CITY OF NORTH PLAINS, OR
CITY OF OREGON CITY, OR
CITY OF PILOT ROCK, OR
CITY OF PORTLAND, OR
CITY OF POWERS, OR
CITY OF PRINEVILLE, OR
CITY OF REDMOND, OR
CITY OF REEDSPORT, OR
CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR
CITY OF ROSEBURG, OR
CITY OF SALEM, OR
CITY OF SANDY, OR
CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR
CITY OF SHERWOOD, OR

CITY OF SHREVEPORT, LA
CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR
CITY OF ST. HELENS, OR
CITY OF ST. PAUL, OR
CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR
CITY OF TUALATIN, OR
CITY OF WALKER, LA
CITY OF WARRENTON, OR
CITY OF WEST LINN, OR
CITY OF WILSONVILLE, OR
CITY OF WINSTON, OR
CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON
ALPINE, UT
ALTA, UT
ALTAMONT, UT
ALTON, UT
AMALGA, UT
AMERICAN FORK CITY, UT
ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT
AURORA, UT
BALLARD, UT
BEAR RIVER CITY, UT
BEAVER, UT
BICKNELL, UT
BIG WATER, UT
BLANDING, UT
BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT
BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT
BRYCE CANYON CITY, UT
CANNONVILLE, UT
CASTLE DALE, UT
CASTLE VALLEY, UT
CITY OF CEDAR CITY, UT
CEDAR FORT, UT
CITY OF CEDAR HILLS, UT
CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT
CENTRAL VALLEY, UT
CHARLESTON, UT
CIRCLEVILLE, UT
CLARKSTON, UT
CLAWSON, UT
CLEARFIELD, UT
CLEVELAND, UT
CLINTON CITY CORPORATION, UT
COALVILLE, UT
CORINNE, UT
CORNISH, UT
COTTONWOOD HEIGHTS, UT
DANIEL, UT
DELTA, UT
DEWEYVILLE, UT
DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT
EAST CARBON, UT
ELK RIDGE, UT
ELMO, UT
ELSINORE, UT
ELWOOD, UT
EMERY, UT
ENOCH, UT
ENTERPRISE, UT
EPHRAIM, UT
ESCALANTE, UT
EUREKA, UT
FAIRFIELD, UT
FAIRVIEW, UT
FARMINGTON, UT
FARR WEST, UT
FAYETTE, UT
FERRON, UT
FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT
FRANCIS, UT
FRUIT HEIGHTS, UT
GARDEN CITY, UT
GARLAND, UT
GENOLA, UT
GLENDALE, UT
GLENWOOD, UT
GOSHEN, UT
GRANTSVILLE, UT
GREEN RIVER, UT
GUNNISON, UT
HANKSVILLE, UT
HARRISVILLE, UT
HATCH, UT
HEBER CITY CORPORATION, UT
HELPER, UT
HENEFER, UT
HENRIEVILLE, UT
HERRIMAN, UT
HIDEOUT, UT
HIGHLAND, UT
HILDALE, UT
HINCKLEY, UT
HOLDEN, UT
HOLLADAY, UT
HONEYVILLE, UT
HOOPER, UT
HOWELL, UT
HUNTINGTON, UT
HUNTSVILLE, UT
CITY OF HURRICANE, UT
HYDE PARK, UT
HYRUM, UT
INDEPENDENCE, UT
IVINS, UT
JOSEPH, UT
JUNCTION, UT
KAMAS, UT
KANAB, UT
KANARRAVILLE, UT
KANOSH, UT
KAYSVILLE, UT
KINGSTON, UT
KOOSHAREM, UT
LAKETOWN, UT
LA VERKIN, UT
LAYTON, UT
LEAMINGTON, UT
LEEDS, UT
LEHI CITY CORPORATION, UT
LEVAN, UT

LEWISTON, UT
LINDON, UT
LOA, UT
LOGAN CITY, UT
LYMAN, UT
LYNNDYL, UT
MANILA, UT
MANTI, UT
MANTUA, UT
MAPLETON, UT
MARRIOTT-SLATERVILLE, UT
MARYSVALE, UT
MAYFIELD, UT
MEADOW, UT
MENDON, UT
MIDVALE CITY INC., UT
MIDWAY, UT
MILFORD, UT
MILLVILLE, UT
MINERSVILLE, UT
MOAB, UT
MONA, UT
MONROE, UT
CITY OF MONTICELLO, UT
MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT
MYTON, UT
NAPLES, UT
NEPHI, UT
NEW HARMONY, UT
NEWTON, UT
NIBLEY, UT
NORTH LOGAN, UT
NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT
OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT
OPHIR, UT
ORANGEVILLE, UT
ORDERVILLE, UT
OREM, UT
PANGUITCH, UT
PARADISE, UT
PARAGONAH, UT
PARK CITY, UT
PAROWAN, UT
PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT
PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT
PRICE, UT
PROVIDENCE, UT
PROVO, UT
RANDOLPH, UT
REDMOND, UT
RICHFIELD, UT
RICHMOND, UT
RIVERDALE, UT
RIVER HEIGHTS, UT
RIVERTON CITY, UT
ROCKVILLE, UT
ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT
ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT
SALEM, UT
SALINA, UT
SALT LAKE CITY CORPORATION, UT
SANDY, UT
SANTA CLARA, UT
SANTAQUIN, UT
SARATOGA SPRINGS, UT
SCIPIO, UT
SCOFIELD, UT
SIGURD, UT
SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT
SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT
SOUTH WEBER, UT
SPANISH FORK, UT
SPRING CITY, UT
SPRINGDALE, UT
SPRINGVILLE, UT
STERLING, UT
STOCKTON, UT
SUNNYSIDE, UT
SUNSET CITY CORP, UT
SYRACUSE, UT
TABIONA, UT
CITY OF TAYLORSVILLE, UT
TOOELE CITY CORPORATION, UT
TOQUERVILLE, UT
TORREY, UT
TREMONTON CITY, UT
TRENTON, UT
TROPIC, UT
UINTAH, UT
VERNAL CITY, UT
VERNON, UT
VINEYARD, UT
VIRGIN, UT
WALES, UT
WALLSBURG, UT
WASHINGTON CITY, UT
WASHINGTON TERRACE, UT
WELLINGTON, UT
WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT
WEST HAVEN, UT
WEST JORDAN, UT
WEST POINT, UT
WEST VALLEY CITY, UT
WILLARD, UT
WOODLAND HILLS, UT
WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:
ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA
CITY AND COUNTY OF HONOLULU, HI
CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR

CLATSOP COUNTY, OR
COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR
CURRY COUNTY, OR
DESCHUTES COUNTY, OR
DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA
GILLIAM COUNTY, OR
GRANT COUNTY, OR
HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR
HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR
JACKSON COUNTY, OR
JEFFERSON COUNTY, OR
JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA
KAUAI COUNTY, HI
KLAMATH COUNTY, OR
LAKE COUNTY, OR
LANE COUNTY, OR
LINCOLN COUNTY, OR
LINN COUNTY, OR
LIVINGSTON PARISH, LA
MALHEUR COUNTY, OR
MAUI COUNTY, HI
MARION COUNTY, SALEM, OR
MORROW COUNTY, OR
MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA
PLAQUEMINES PARISH, LA
POLK COUNTY, OR
RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA
SHERMAN COUNTY, OR
TERREBONNE PARISH, LA
TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR
WALLOWA COUNTY, OR
WASCO COUNTY, OR
WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA
WHEELER COUNTY, OR
YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT
COUNTY OF CACHE, UT
COUNTY OF RICH, UT
COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT
COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT
COUNTY OF DAGGETT, UT
COUNTY OF SALT LAKE, UT
COUNTY OF TOOELE, UT
COUNTY OF UTAH, UT
COUNTY OF WASATCH, UT
COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT
COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT
COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT
COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT
COUNTY OF GRAND, UT
COUNTY OF BEVER, UT
COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT
COUNTY OF SAN JUAN, UT
COUNTY OF GARFIELD, UT
COUNTY OF KANE, UT
COUNTY OF IRON, UT
COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

ADAIR R.F.P.D., OR
ADEL WATER IMPROVEMENT DISTRICT, OR
ADRIAN R.F.P.D., OR
AGNESS COMMUNITY LIBRARY, OR
AGNESS-ILLAHE R.F.P.D., OR
AGRICULTURE EDUCATION SERVICE EXTENSION DISTRICT, OR
ALDER CREEK-BARLOW WATER DISTRICT NO. 29, OR
ALFALFA FIRE DISTRICT, OR
ALSEA R.F.P.D., OR
ALSEA RIVIERA WATER IMPROVEMENT DISTRICT, OR
AMITY FIRE DISTRICT, OR
ANTELOPE MEADOWS SPECIAL ROAD DISTRICT, OR
APPLE ROGUE DISTRICT IMPROVEMENT COMPANY, OR
APPLEGATE VALLEY R.F.P.D. #9, OR
ARCH CAPE DOMESTIC WATER SUPPLY DISTRICT, OR
ARCH CAPE SANITARY DISTRICT, OR
ARNOLD IRRIGATION DISTRICT, OR
ASH CREEK WATER CONTROL DISTRICT, OR
ATHENA CEMETERY MAINTENANCE DISTRICT, OR
AUMSVILLE R.F.P.D., OR
AURORA R.F.P.D., OR
AZALEA R.F.P.D., OR
BADGER IMPROVEMENT DISTRICT, OR
BAILEY-SPENCER R.F.P.D., OR
BAKER COUNTY LIBRARY DISTRICT, OR
BAKER R.F.P.D., OR
BAKER RIVERTON ROAD DISTRICT, OR
BAKER VALLEY IRRIGATION DISTRICT, OR
BAKER VALLEY S.W.C.D., OR
BAKER VALLEY VECTOR CONTROL DISTRICT, OR
BANDON CRANBERRY WATER CONTROL DISTRICT, OR
BANDON R.F.P.D., OR
BANKS FIRE DISTRICT, OR
BANKS FIRE DISTRICT #13, OR
BAR L RANCH ROAD DISTRICT, OR
BARLOW WATER IMPROVEMENT DISTRICT, OR
BASIN AMBULANCE SERVICE DISTRICT, OR
BASIN TRANSIT SERVICE TRANSPORTATION DISTRICT, OR
BATON ROUGE WATER COMPANY
BAY AREA HEALTH DISTRICT, OR

BAYSHORE SPECIAL ROAD DISTRICT, OR
BEAR VALLEY SPECIAL ROAD DISTRICT, OR
BEAVER CREEK WATER CONTROL DISTRICT, OR
BEAVER DRAINAGE IMPROVEMENT COMPANY, INC., OR
BEAVER SLOUGH DRAINAGE DISTRICT, OR
BEAVER SPECIAL ROAD DISTRICT, OR
BEAVER WATER DISTRICT, OR
BELLE MER S.I.G.L. TRACTS SPECIAL ROAD DISTRICT, OR
BEND METRO PARK AND RECREATION DISTRICT
BENTON S.W.C.D., OR
BERNDT SUBDIVISION WATER IMPROVEMENT DISTRICT, OR
BEVERLY BEACH WATER DISTRICT, OR
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BIG BEND IRRIGATION DISTRICT, OR
BIGGS SERVICE DISTRICT, OR
BLACK BUTTE RANCH DEPARTMENT OF POLICE SERVICES, OR
BLACK BUTTE RANCH R.F.P.D., OR
BLACK MOUNTAIN WATER DISTRICT, OR
BLODGETT-SUMMIT R.F.P.D., OR
BLUE MOUNTAIN HOSPITAL DISTRICT, OR
BLUE MOUNTAIN TRANSLATOR DISTRICT, OR
BLUE RIVER PARK & RECREATION DISTRICT, OR
BLUE RIVER WATER DISTRICT, OR
BLY R.F.P.D., OR
BLY VECTOR CONTROL DISTRICT, OR
BLY WATER AND SANITARY DISTRICT, OR
BOARDMAN CEMETERY MAINTENANCE DISTRICT, OR
BOARDMAN PARK AND RECREATION DISTRICT
BOARDMAN R.F.P.D., OR
BONANZA BIG SPRINGS PARK & RECREATION DISTRICT, OR
BONANZA MEMORIAL PARK CEMETERY DISTRICT, OR
BONANZA R.F.P.D., OR
BONANZA-LANGELL VALLEY VECTOR CONTROL DISTRICT, OR
BORING WATER DISTRICT #24, OR
BOULDER CREEK RETREAT SPECIAL ROAD DISTRICT, OR
BRIDGE R.F.P.D., OR
BROOKS COMMUNITY SERVICE DISTRICT, OR
BROWNSVILLE R.F.P.D., OR
BUELL-RED PRAIRIE WATER DISTRICT, OR
BUNKER HILL R.F.P.D. #1, OR
BUNKER HILL SANITARY DISTRICT, OR
BURLINGTON WATER DISTRICT, OR
BURNT RIVER IRRIGATION DISTRICT, OR
BURNT RIVER S.W.C.D., OR
CALAPOOIA R.F.P.D., OR
CAMAS VALLEY R.F.P.D., OR
CAMELLIA PARK SANITARY DISTRICT, OR
CAMMANN ROAD DISTRICT, OR
CAMP SHERMAN ROAD DISTRICT, OR
CANBY AREA TRANSIT, OR
CANBY R.F.P.D. #62, OR
CANBY UTILITY BOARD, OR
CANNON BEACH R.F.P.D., OR
CANYONVILLE SOUTH UMPQUA FIRE DISTRICT, OR
CAPE FERRELO R.F.P.D., OR
CAPE FOULWEATHER SANITARY DISTRICT, OR
CARLSON PRIMROSE SPECIAL ROAD DISTRICT, OR
CARMEL BEACH WATER DISTRICT, OR
CASCADE VIEW ESTATES TRACT 2, OR
CEDAR CREST SPECIAL ROAD DISTRICT, OR
CEDAR TRAILS SPECIAL ROAD DISTRICT, OR
CEDAR VALLEY - NORTH BANK R.F.P.D., OR
CENTRAL CASCADES FIRE AND EMS, OR
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA
CENTRAL LINCOLN P.U.D., OR
CENTRAL OREGON COAST FIRE & RESCUE DISTRICT, OR
CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CENTRAL OREGON IRRIGATION DISTRICT, OR
CHAPARRAL WATER CONTROL DISTRICT, OR
CHARLESTON FIRE DISTRICT, OR
CHARLESTON SANITARY DISTRICT, OR
CHARLOTTE ANN WATER DISTRICT, OR
CHEHALEM PARK & RECREATION DISTRICT, OR
CHEHALEM PARK AND RECREATION DISTRICT
CHEMULT R.F.P.D., OR
CHENOWITH WATER P.U.D., OR
CHERRIOTS, OR
CHETCO COMMUNITY PUBLIC LIBRARY DISTRICT, OR
CHILOQUIN VECTOR CONTROL DISTRICT, OR
CHILOQUIN-AGENCY LAKE R.F.P.D., OR
CHINOOK DRIVE SPECIAL ROAD DISTRICT, OR
CHR DISTRICT IMPROVEMENT COMPANY, OR
CHRISTMAS VALLEY DOMESTIC WATER DISTRICT, OR
CHRISTMAS VALLEY PARK & RECREATION DISTRICT, OR
CHRISTMAS VALLEY R.F.P.D., OR
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS COUNTY FIRE DISTRICT #1, OR
CLACKAMAS COUNTY SERVICE DISTRICT #1, OR
CLACKAMAS COUNTY VECTOR CONTROL DISTRICT, OR
CLACKAMAS RIVER WATER
CLACKAMAS RIVER WATER, OR
CLACKAMAS S.W.C.D., OR
CLATSKANIE DRAINAGE IMPROVEMENT COMPANY, OR
CLATSKANIE LIBRARY DISTRICT, OR
CLATSKANIE P.U.D., OR
CLATSKANIE PARK & RECREATION DISTRICT, OR
CLATSKANIE PEOPLE'S UTILITY DISTRICT
CLATSKANIE R.F.P.D., OR
CLATSOP CARE CENTER HEALTH DISTRICT, OR
CLATSOP COUNTY S.W.C.D., OR
CLATSOP DRAINAGE IMPROVEMENT COMPANY #15, INC., OR
CLEAN WATER SERVICES
CLEAN WATER SERVICES, OR
CLOVERDALE R.F.P.D., OR
CLOVERDALE SANITARY DISTRICT, OR
CLOVERDALE WATER DISTRICT, OR
COALEDO DRAINAGE DISTRICT, OR
COBURG FIRE DISTRICT, OR
COLESTIN RURAL FIRE DISTRICT, OR
COLTON R.F.P.D., OR
COLTON WATER DISTRICT #11, OR
COLUMBIA 911 COMMUNICATIONS DISTRICT, OR
COLUMBIA COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
COLUMBIA DRAINAGE VECTOR CONTROL, OR
COLUMBIA IMPROVEMENT DISTRICT, OR
COLUMBIA R.F.P.D., OR
COLUMBIA RIVER FIRE & RESCUE, OR
COLUMBIA RIVER PUD, OR
COLUMBIA S.W.C.D., OR
COLUMBIA S.W.C.D., OR
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AIRPORT DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS COUNTY AREA TRANSIT SERVICE DISTRICT, OR
COOS FOREST PROTECTIVE ASSOCIATION
COOS S.W.C.D., OR
COQUILLE R.F.P.D., OR
COQUILLE VALLEY HOSPITAL DISTRICT, OR
CORBETT WATER DISTRICT, OR
CORNELIUS R.F.P.D., OR
CORP RANCH ROAD WATER IMPROVEMENT, OR
CORVALLIS R.F.P.D., OR
COUNTRY CLUB ESTATES SPECIAL WATER DISTRICT, OR

COUNTRY CLUB WATER DISTRICT, OR
COUNTRY ESTATES ROAD DISTRICT, OR
COVE CEMETERY MAINTENANCE DISTRICT, OR
COVE ORCHARD SEWER SERVICE DISTRICT, OR
COVE R.F.P.D., OR
CRESCENT R.F.P.D., OR
CRESCENT SANITARY DISTRICT, OR
CRESCENT WATER SUPPLY AND IMPROVEMENT DISTRICT, OR
CROOK COUNTY AGRICULTURE EXTENSION SERVICE DISTRICT, OR
CROOK COUNTY CEMETERY DISTRICT, OR
CROOK COUNTY FIRE AND RESCUE, OR
CROOK COUNTY PARKS & RECREATION DISTRICT, OR
CROOK COUNTY S.W.C.D., OR
CROOK COUNTY VECTOR CONTROL DISTRICT, OR
CROOKED RIVER RANCH R.F.P.D., OR
CROOKED RIVER RANCH SPECIAL ROAD DISTRICT, OR
CRYSTAL SPRINGS WATER DISTRICT, OR
CURRY COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
CURRY COUNTY PUBLIC TRANSIT SERVICE DISTRICT, OR
CURRY COUNTY S.W.C.D., OR
CURRY HEALTH DISTRICT, OR
CURRY PUBLIC LIBRARY DISTRICT, OR
DALLAS CEMETERY DISTRICT #4, OR
DARLEY DRIVE SPECIAL ROAD DISTRICT, OR
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
DAYS CREEK R.F.P.D., OR
DAYTON FIRE DISTRICT, OR
DEAN MINARD WATER DISTRICT, OR
DEE IRRIGATION DISTRICT, OR
DEER ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
DELL BROGAN CEMETERY MAINTENANCE DISTRICT, OR
DEPOE BAY R.F.P.D., OR
DESCHUTES COUNTY 911 SERVICE DISTRICT, OR
DESCHUTES COUNTY R.F.P.D. #2, OR
DESCHUTES PUBLIC LIBRARY DISTRICT, OR
DESCHUTES S.W.C.D., OR
DESCHUTES VALLEY WATER DISTRICT, OR
DEVILS LAKE WATER IMPROVEMENT DISTRICT, OR
DEXTER R.F.P.D., OR
DEXTER SANITARY DISTRICT, OR
DORA-SITKUM R.F.P.D., OR
DOUGLAS COUNTY FIRE DISTRICT #2, OR
DOUGLAS S.W.C.D., OR
DRAKES CROSSING R.F.P.D., OR
DRRH SPECIAL ROAD DISTRICT #6, OR
DRY GULCH DITCH DISTRICT IMPROVEMENT COMPANY, OR
DUFUR RECREATION DISTRICT, OR
DUMBECK LANE DOMESTIC WATER SUPPLY, OR
DUNDEE R.F.P.D., OR
DURKEE COMMUNITY BUILDING PRESERVATION DISTRICT, OR
EAGLE POINT IRRIGATION DISTRICT, OR
EAGLE VALLEY CEMETERY MAINTENANCE DISTRICT, OR
EAGLE VALLEY R.F.P.D., OR
EAGLE VALLEY S.W.C.D., OR
EAST FORK IRRIGATION DISTRICT, OR
EAST MULTNOMAH S.W.C.D., OR
EAST SALEM SERVICE DISTRICT, OR
EAST UMATILLA CHEMICAL CONTROL DISTRICT, OR
EAST UMATILLA COUNTY AMBULANCE AREA HEALTH DISTRICT, OR
EAST UMATILLA COUNTY R.F.P.D., OR
EAST VALLEY WATER DISTRICT, OR
ELGIN COMMUNITY PARKS & RECREATION DISTRICT, OR
ELGIN HEALTH DISTRICT, OR
ELGIN R.F.P.D., OR
ELKTON ESTATES PHASE II SPECIAL ROAD DISTRICT, OR
ELKTON R.F.P.D., OR
EMERALD P.U.D., OR
ENTERPRISE IRRIGATION DISTRICT, OR
ESTACADA CEMETERY MAINTENANCE DISTRICT, OR
ESTACADA R.F.P.D. #69, OR
EUGENE R.F.P.D. # 1, OR
EUGENE WATER AND ELECTRIC BOARD
EVANS VALLEY FIRE DISTRICT #6, OR
FAIR OAKS R.F.P.D., OR
FAIRVIEW R.F.P.D., OR
FAIRVIEW WATER DISTRICT, OR
FALCON HEIGHTS WATER AND SEWER, OR
FALCON-COVE BEACH WATER DISTRICT, OR
FALL RIVER ESTATES SPECIAL ROAD DISTRICT, OR
FARGO INTERCHANGE SERVICE DISTRICT, OR
FARMERS IRRIGATION DISTRICT, OR
FAT ELK DRAINAGE DISTRICT, OR
FERN RIDGE PUBLIC LIBRARY DISTRICT, OR
FERN VALLEY ESTATES IMPROVEMENT DISTRICT, OR
FOR FAR ROAD DISTRICT, OR
FOREST GROVE R.F.P.D., OR
FOREST VIEW SPECIAL ROAD DISTRICT, OR
FORT ROCK-SILVER LAKE S.W.C.D., OR
FOUR RIVERS VECTOR CONTROL DISTRICT, OR
FOX CEMETERY MAINTENANCE DISTRICT, OR
GARDINER R.F.P.D., OR
GARDINER SANITARY DISTRICT, OR
GARIBALDI R.F.P.D., OR
GASTON R.F.P.D., OR
GATES R.F.P.D., OR
GEARHART R.F.P.D., OR
GILLIAM S.W.C.D., OR
GLENDALE AMBULANCE DISTRICT, OR
GLENDALE R.F.P.D., OR
GLENEDEN BEACH SPECIAL ROAD DISTRICT, OR
GLENEDEN SANITARY DISTRICT, OR
GLENWOOD WATER DISTRICT, OR
GLIDE - IDLEYLD SANITARY DISTRICT, OR
GLIDE R.F.P.D., OR
GOLD BEACH - WEDDERBURN R.F.P.D., OR
GOLD HILL IRRIGATION DISTRICT, OR
GOLDFINCH ROAD DISTRICT, OR
GOSHEN R.F.P.D., OR
GOVERNMENT CAMP ROAD DISTRICT, OR
GOVERNMENT CAMP SANITARY DISTRICT, OR
GRAND PRAIRIE WATER CONTROL DISTRICT, OR
GRAND RONDE SANITARY DISTRICT, OR
GRANT COUNTY TRANSPORTATION DISTRICT, OR
GRANT S.W.C.D., OR
GRANTS PASS IRRIGATION DISTRICT, OR
GREATER BOWEN VALLEY R.F.P.D., OR
GREATER ST. HELENS PARK & RECREATION DISTRICT, OR
GREATER TOLEDO POOL RECREATION DISTRICT, OR
GREEN KNOLLS SPECIAL ROAD DISTRICT, OR
GREEN SANITARY DISTRICT, OR
GREENACRES R.F.P.D., OR
GREENBERRY IRRIGATION DISTRICT, OR
GREENSPRINGS RURAL FIRE DISTRICT, OR
HAHLEN ROAD SPECIAL DISTRICT, OR
HAINES CEMETERY MAINTENANCE DISTRICT, OR
HAINES FIRE PROTECTION DISTRICT, OR
HALSEY-SHEDD R.F.P.D., OR
HAMLET R.F.P.D., OR
HARBOR R.F.P.D., OR
HARBOR SANITARY DISTRICT, OR
HARBOR WATER P.U.D., OR
HARNEY COUNTY HEALTH DISTRICT, OR

HARNEY S.W.C.D., OR
HARPER SOUTH SIDE IRRIGATION DISTRICT, OR
HARRISBURG FIRE AND RESCUE, OR
HAUSER R.F.P.D., OR
HAZELDELL RURAL FIRE DISTRICT, OR
HEBO JOINT WATER-SANITARY AUTHORITY, OR
HECETA WATER P.U.D., OR
HELIX CEMETERY MAINTENANCE DISTRICT #4, OR
HELIX PARK & RECREATION DISTRICT, OR
HELIX R.F.P.D. #7-411, OR
HEPPNER CEMETERY MAINTENANCE DISTRICT, OR
HEPPNER R.F.P.D., OR
HEPPNER WATER CONTROL DISTRICT, OR
HEREFORD COMMUNITY HALL RECREATION DISTRICT, OR
HERMISTON CEMETERY DISTRICT, OR
HERMISTON IRRIGATION DISTRICT, OR
HIDDEN VALLEY MOBILE ESTATES IMPROVEMENT DISTRICT, OR
HIGH DESERT PARK & RECREATION DISTRICT, OR
HIGHLAND SUBDIVISION WATER DISTRICT, OR
HONOLULU INTERNATIONAL AIRPORT
HOOD RIVER COUNTY LIBRARY DISTRICT, OR
HOOD RIVER COUNTY TRANSPORTATION DISTRICT, OR
HOOD RIVER S.W.C.D., OR
HOOD RIVER VALLEY PARKS & RECREATION DISTRICT, OR
HOODLAND FIRE DISTRICT #74
HOODLAND FIRE DISTRICT #74, OR
HORSEFLY IRRIGATION DISTRICT, OR
HOSKINS-KINGS VALLEY R.F.P.D., OR
HOUSING AUTHORITY OF PORTLAND
HUBBARD R.F.P.D., OR
HUDSON BAY DISTRICT IMPROVEMENT COMPANY, OR
I N (KAY) YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
ICE FOUNTAIN WATER DISTRICT, OR
IDAHO POINT SPECIAL ROAD DISTRICT, OR
IDANHA-DETROIT RURAL FIRE PROTECTION DISTRICT, OR
ILLINOIS VALLEY FIRE DISTRICT
ILLINOIS VALLEY R.F.P.D., OR
ILLINOIS VALLEY S.W.C.D., OR
IMBLER R.F.P.D., OR
INTERLACHEN WATER P.U.D., OR
IONE LIBRARY DISTRICT, OR
IONE R.F.P.D. #6-604, OR
IRONSIDE CEMETERY MAINTENANCE DISTRICT, OR
IRONSIDE RURAL ROAD DISTRICT #5, OR
IRRIGON PARK & RECREATION DISTRICT, OR
IRRIGON R.F.P.D., OR
ISLAND CITY AREA SANITATION DISTRICT, OR
ISLAND CITY CEMETERY MAINTENANCE DISTRICT, OR
JACK PINE VILLAGE SPECIAL ROAD DISTRICT, OR
JACKSON COUNTY FIRE DISTRICT #3, OR
JACKSON COUNTY FIRE DISTRICT #4, OR
JACKSON COUNTY FIRE DISTRICT #5, OR
JACKSON COUNTY LIBRARY DISTRICT, OR
JACKSON COUNTY VECTOR CONTROL DISTRICT, OR
JACKSON S.W.C.D., OR
JASPER KNOLLS WATER DISTRICT, OR
JEFFERSON COUNTY EMERGENCY MEDICAL SERVICE DISTRICT, OR
JEFFERSON COUNTY FIRE DISTRICT #1, OR
JEFFERSON COUNTY LIBRARY DISTRICT, OR
JEFFERSON COUNTY S.W.C.D., OR
JEFFERSON PARK & RECREATION DISTRICT, OR
JEFFERSON R.F.P.D., OR
JOB'S DRAINAGE DISTRICT, OR
JOHN DAY WATER DISTRICT, OR
JOHN DAY-CANYON CITY PARKS & RECREATION DISTRICT, OR
JOHN DAY-FERNHILL R.F.P.D. #5-108, OR
JORDAN VALLEY CEMETERY DISTRICT, OR
JORDAN VALLEY IRRIGATION DISTRICT, OR
JOSEPHINE COMMUNITY LIBRARY DISTRICT, OR
JOSEPHINE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
JOSEPHINE COUNTY 911 AGENCY, OR
JUNCTION CITY R.F.P.D., OR
JUNCTION CITY WATER CONTROL DISTRICT, OR
JUNIPER BUTTE ROAD DISTRICT, OR
JUNIPER CANYON WATER CONTROL DISTRICT, OR
JUNIPER FLAT DISTRICT IMPROVEMENT COMPANY, OR
JUNIPER FLAT R.F.P.D., OR
JUNO NONPROFIT WATER IMPROVEMENT DISTRICT, OR
KEATING R.F.P.D., OR
KEATING S.W.C.D., OR
KEIZER R.F.P.D., OR
KELLOGG RURAL FIRE DISTRICT, OR
KENO IRRIGATION DISTRICT, OR
KENO PINES ROAD DISTRICT, OR
KENO R.F.P.D., OR
KENT WATER DISTRICT, OR
KERBY WATER DISTRICT, OR
K-GB-LB WATER DISTRICT, OR
KILCHIS WATER DISTRICT, OR
KLAMATH 9-1-1 COMMUNICATIONS DISTRICT, OR
KLAMATH BASIN IMPROVEMENT DISTRICT, OR
KLAMATH COUNTY DRAINAGE SERVICE DISTRICT, OR
KLAMATH COUNTY EXTENSION SERVICE DISTRICT, OR
KLAMATH COUNTY FIRE DISTRICT #1, OR
KLAMATH COUNTY FIRE DISTRICT #3, OR
KLAMATH COUNTY FIRE DISTRICT #4, OR
KLAMATH COUNTY FIRE DISTRICT #5, OR
KLAMATH COUNTY LIBRARY SERVICE DISTRICT, OR
KLAMATH COUNTY PREDATORY ANIMAL CONTROL DISTRICT, OR
KLAMATH DRAINAGE DISTRICT, OR
KLAMATH FALLS FOREST ESTATES SPECIAL ROAD DISTRICT UNIT #2, OR
KLAMATH INTEROPERABILITY RADIO GROUP, OR
KLAMATH IRRIGATION DISTRICT, OR
KLAMATH RIVER ACRES SPECIAL ROAD DISTRICT, OR
KLAMATH S.W.C.D., OR
KLAMATH VECTOR CONTROL DISTRICT, OR
KNAPPA-SVENSEN-BURNSIDE R.F.P.D., OR
LA GRANDE CEMETERY MAINTENANCE DISTRICT, OR
LA GRANDE R.F.P.D., OR
LA PINE PARK & RECREATION DISTRICT, OR
LA PINE R.F.P.D., OR
LABISH VILLAGE SEWAGE & DRAINAGE, OR
LACOMB IRRIGATION DISTRICT, OR
LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LAIDLAW WATER DISTRICT, OR
LAKE CHINOOK FIRE & RESCUE, OR
LAKE COUNTY 4-H & EXTENSION SERVICE DISTRICT, OR
LAKE COUNTY LIBRARY DISTRICT, OR
LAKE CREEK R.F.P.D. - JACKSON, OR
LAKE CREEK R.F.P.D. - LANE COUNTY, OR
LAKE DISTRICT HOSPITAL, OR
LAKE GROVE R.F.P.D. NO. 57, OR
LAKE GROVE WATER DISTRICT, OR
LAKE LABISH WATER CONTROL DISTRICT, OR
LAKE POINT SPECIAL ROAD DISTRICT, OR
LAKESIDE R.F.P.D. #4, OR
LAKESIDE WATER DISTRICT, OR
LAKEVIEW R.F.P.D., OR
LAKEVIEW S.W.C.D., OR
LAMONTAI IMPROVEMENT DISTRICT, OR
LANE FIRE AUTHORITY, OR

LANE LIBRARY DISTRICT, OR
LANE TRANSIT DISTRICT, OR
LANGELL VALLEY IRRIGATION DISTRICT, OR
LANGLOIS PUBLIC LIBRARY, OR
LANGLOIS R.F.P.D., OR
LANGLOIS WATER DISTRICT, OR
LAZY RIVER SPECIAL ROAD DISTRICT, OR
LEBANON AQUATIC DISTRICT, OR
LEBANON R.F.P.D., OR
LEWIS & CLARK R.F.P.D., OR
LINCOLN COUNTY LIBRARY DISTRICT, OR
LINCOLN S.W.C.D., OR
LINN COUNTY EMERGENCY TELEPHONE AGENCY, OR
LINN S.W.C.D., OR
LITTLE MUDDY CREEK WATER CONTROL, OR
LITTLE NESTUCCA DRAINAGE DISTRICT, OR
LITTLE SWITZERLAND SPECIAL ROAD DISTRICT, OR
LONE PINE IRRIGATION DISTRICT, OR
LONG PRAIRIE WATER DISTRICT, OR
LOOKINGGLASS OLALLA WATER CONTROL DISTRICT, OR
LOOKINGGLASS RURAL FIRE DISTRICT, OR
LORANE R.F.P.D., OR
LOST & BOULDER DITCH IMPROVEMENT DISTRICT, OR
LOST CREEK PARK SPECIAL ROAD DISTRICT, OR
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
LOWELL R.F.P.D., OR
LOWER MCKAY CREEK R.F.P.D., OR
LOWER MCKAY CREEK WATER CONTROL DISTRICT, OR
LOWER POWDER RIVER IRRIGATION DISTRICT, OR
LOWER SILETZ WATER DISTRICT, OR
LOWER UMPQUA HOSPITAL DISTRICT, OR
LOWER UMPQUA PARK & RECREATION DISTRICT, OR
LOWER VALLEY WATER IMPROVEMENT DISTRICT, OR
LUCE LONG DITCH DISTRICT IMPROVEMENT CO., OR
LUSTED WATER DISTRICT, OR
LYONS R.F.P.D., OR
LYONS-MEHAMA WATER DISTRICT, OR
MADRAS AQUATIC CENTER DISTRICT, OR
MAKAI SPECIAL ROAD DISTRICT, OR
MALHEUR COUNTY S.W.C.D., OR
MALHEUR COUNTY VECTOR CONTROL DISTRICT, OR
MALHEUR DISTRICT IMPROVEMENT COMPANY, OR
MALHEUR DRAINAGE DISTRICT, OR
MALHEUR MEMORIAL HEALTH DISTRICT, OR
MALIN COMMUNITY CEMETERY MAINTENANCE DISTRICT, OR
MALIN COMMUNITY PARK & RECREATION DISTRICT, OR
MALIN IRRIGATION DISTRICT, OR
MALIN R.F.P.D., OR
MAPLETON FIRE DEPARTMENT, OR
MAPLETON WATER DISTRICT, OR
MARCOLA WATER DISTRICT, OR
MARION COUNTY EXTENSION & 4H SERVICE DISTRICT, OR
MARION COUNTY FIRE DISTRICT #1, OR
MARION JACK IMPROVEMENT DISTRICT, OR
MARION S.W.C.D., OR
MARY'S RIVER ESTATES ROAD DISTRICT, OR
MCDONALD FOREST ESTATES SPECIAL ROAD DISTRICT, OR
MCKAY ACRES IMPROVEMENT DISTRICT, OR
MCKAY DAM R.F.P.D. # 7-410, OR
MCKENZIE FIRE & RESCUE, OR
MCKENZIE PALISADES WATER SUPPLY CORPORATION, OR
MCMINNVILLE R.F.P.D., OR
MCNULTY WATER P.U.D., OR
MEADOWS DRAINAGE DISTRICT, OR
MEDFORD IRRIGATION DISTRICT, OR
MEDFORD R.F.P.D. #2, OR
MEDFORD WATER COMMISSION
MEDICAL SPRINGS R.F.P.D., OR
MELHEUR COUNTY JAIL, OR
MERLIN COMMUNITY PARK DISTRICT, OR
MERRILL CEMETERY MAINTENANCE DISTRICT, OR
MERRILL PARK DISTRICT, OR
MERRILL R.F.P.D., OR
METRO REGIONAL GOVERNMENT
METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MID COUNTY CEMETERY MAINTENANCE DISTRICT, OR
MID-COLUMBIA FIRE AND RESCUE, OR
MIDDLE FORK IRRIGATION DISTRICT, OR
MIDLAND COMMUNITY PARK, OR
MIDLAND DRAINAGE IMPROVEMENT DISTRICT, OR
MILES CROSSING SANITARY SEWER DISTRICT, OR
MILL CITY R.F.P.D. #2-303, OR
MILL FOUR DRAINAGE DISTRICT, OR
MILLICOMA RIVER PARK & RECREATION DISTRICT, OR
MILLINGTON R.F.P.D. #5, OR
MILO VOLUNTEER FIRE DEPARTMENT, OR
MILTON-FREEWATER AMBULANCE SERVICE AREA HEALTH DISTRICT, OR
MILTON-FREEWATER WATER CONTROL DISTRICT, OR
MIROCO SPECIAL ROAD DISTRICT, OR
MIST-BIRKENFELD R.F.P.D., OR
MODOC POINT IRRIGATION DISTRICT, OR
MODOC POINT SANITARY DISTRICT, OR
MOHAWK VALLEY R.F.P.D., OR
MOLALLA AQUATIC DISTRICT, OR
MOLALLA R.F.P.D. #73, OR
MONITOR R.F.P.D., OR
MONROE R.F.P.D., OR
MONUMENT CEMETERY MAINTENANCE DISTRICT, OR
MONUMENT S.W.C.D., OR
MOOREA DRIVE SPECIAL ROAD DISTRICT, OR
MORO R.F.P.D., OR
MORROW COUNTY HEALTH DISTRICT, OR
MORROW COUNTY UNIFIED RECREATION DISTRICT, OR
MORROW S.W.C.D., OR
MOSIER FIRE DISTRICT, OR
MOUNTAIN DRIVE SPECIAL ROAD DISTRICT, OR
MT. ANGEL R.F.P.D., OR
MT. HOOD IRRIGATION DISTRICT, OR
MT. LAKI CEMETERY DISTRICT, OR
MT. VERNON R.F.P.D., OR
MULINO WATER DISTRICT #1, OR
MULTNOMAH COUNTY DRAINAGE DISTRICT #1, OR
MULTNOMAH COUNTY R.F.P.D. #10, OR
MULTNOMAH COUNTY R.F.P.D. #14, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MYRTLE CREEK R.F.P.D., OR
NEAH-KAH-NIE WATER DISTRICT, OR
NEDONNA R.F.P.D., OR
NEHALEM BAY FIRE AND RESCUE, OR
NEHALEM BAY HEALTH DISTRICT, OR
NEHALEM BAY WASTEWATER AGENCY, OR
NESIKA BEACH-OPHIR WATER DISTRICT, OR
NESKOWIN REGIONAL SANITARY AUTHORITY, OR
NESKOWIN REGIONAL WATER DISTRICT, OR
NESTUCCA R.F.P.D., OR
NETARTS WATER DISTRICT, OR
NETARTS-OCEANSIDE R.F.P.D., OR
NETARTS-OCEANSIDE SANITARY DISTRICT, OR
NEW BRIDGE WATER SUPPLY DISTRICT, OR
NEW CARLTON FIRE DISTRICT, OR
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NEW PINE CREEK R.F.P.D., OR

NEWBERG R.F.P.D., OR
NEWBERRY ESTATES SPECIAL ROAD DISTRICT, OR
NEWPORT R.F.P.D., OR
NEWT YOUNG DITCH DISTRICT IMPROVEMENT COMPANY, OR
NORTH ALBANY R.F.P.D., OR
NORTH BAY R.F.P.D. #9, OR
NORTH CLACKAMAS PARKS & RECREATION DISTRICT, OR
NORTH COUNTY RECREATION DISTRICT, OR
NORTH DOUGLAS COUNTY FIRE & EMS, OR
NORTH DOUGLAS PARK & RECREATION DISTRICT, OR
NORTH GILLIAM COUNTY HEALTH DISTRICT, OR
NORTH GILLIAM COUNTY R.F.P.D., OR
NORTH LAKE HEALTH DISTRICT, OR
NORTH LEBANON WATER CONTROL DISTRICT, OR
NORTH LINCOLN FIRE & RESCUE DISTRICT #1, OR
NORTH LINCOLN HEALTH DISTRICT, OR
NORTH MORROW VECTOR CONTROL DISTRICT, OR
NORTH SHERMAN COUNTY R.F.P.D, OR
NORTH UNIT IRRIGATION DISTRICT, OR
NORTHEAST OREGON HOUSING AUTHORITY, OR
NORTHEAST WHEELER COUNTY HEALTH DISTRICT, OR
NORTHERN WASCO COUNTY P.U.D., OR
NORTHERN WASCO COUNTY PARK & RECREATION DISTRICT, OR
NYE DITCH USERS DISTRICT IMPROVEMENT, OR
NYSSA ROAD ASSESSMENT DISTRICT #2, OR
NYSSA RURAL FIRE DISTRICT, OR
NYSSA-ARCADIA DRAINAGE DISTRICT, OR
OAK LODGE WATER SERVICES, OR
OAKLAND R.F.P.D., OR
OAKVILLE COMMUNITY CENTER, OR
OCEANSIDE WATER DISTRICT, OR
OCHOCO IRRIGATION DISTRICT, OR
OCHOCO WEST WATER AND SANITARY AUTHORITY, OR
ODELL SANITARY DISTRICT, OR
OLD OWYHEE DITCH IMPROVEMENT DISTRICT, OR
OLNEY-WALLUSKI FIRE & RESCUE DISTRICT, OR
ONTARIO LIBRARY DISTRICT, OR
ONTARIO R.F.P.D., OR
OPHIR R.F.P.D., OR
OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON INTERNATIONAL PORT OF COOS BAY, OR
OREGON LEGISLATIVE ADMINISTRATION
OREGON OUTBACK R.F.P.D., OR
OREGON POINT, OR
OREGON TRAIL LIBRARY DISTRICT, OR
OTTER ROCK WATER DISTRICT, OR
OWW UNIT #2 SANITARY DISTRICT, OR
OWYHEE CEMETERY MAINTENANCE DISTRICT, OR
OWYHEE IRRIGATION DISTRICT, OR
PACIFIC CITY JOINT WATER-SANITARY AUTHORITY, OR
PACIFIC COMMUNITIES HEALTH DISTRICT, OR
PACIFIC RIVIERA #3 SPECIAL ROAD DISTRICT, OR
PALATINE HILL WATER DISTRICT, OR
PALMER CREEK WATER DISTRICT IMPROVEMENT COMPANY, OR
PANORAMIC ACCESS SPECIAL ROAD DISTRICT, OR
PANTHER CREEK ROAD DISTRICT, OR
PANTHER CREEK WATER DISTRICT, OR
PARKDALE R.F.P.D., OR
PARKDALE SANITARY DISTRICT, OR
PENINSULA DRAINAGE DISTRICT #1, OR
PENINSULA DRAINAGE DISTRICT #2, OR
PHILOMATH FIRE AND RESCUE, OR
PILOT ROCK CEMETERY MAINTENANCE DISTRICT #5, OR
PILOT ROCK PARK & RECREATION DISTRICT, OR
PILOT ROCK R.F.P.D., OR
PINE EAGLE HEALTH DISTRICT, OR
PINE FLAT DISTRICT IMPROVEMENT COMPANY, OR
PINE GROVE IRRIGATION DISTRICT, OR
PINE GROVE WATER DISTRICT-KLAMATH FALLS, OR
PINE GROVE WATER DISTRICT-MAUPIN, OR
PINE VALLEY CEMETERY DISTRICT, OR
PINE VALLEY R.F.P.D., OR
PINEWOOD COUNTRY ESTATES SPECIAL ROAD DISTRICT, OR
PIONEER DISTRICT IMPROVEMENT COMPANY, OR
PISTOL RIVER CEMETERY MAINTENANCE DISTRICT, OR
PISTOL RIVER FIRE DISTRICT, OR
PLEASANT HILL R.F.P.D., OR
PLEASANT HOME WATER DISTRICT, OR
POCAHONTAS MINING AND IRRIGATION DISTRICT, OR
POE VALLEY IMPROVEMENT DISTRICT, OR
POE VALLEY PARK & RECREATION DISTRICT, OR
POE VALLEY VECTOR CONTROL DISTRICT, OR
POLK COUNTY FIRE DISTRICT #1, OR
POLK S.W.C.D., OR
POMPADOUR WATER IMPROVEMENT DISTRICT, OR
PONDEROSA PINES EAST SPECIAL ROAD DISTRICT, OR
PORT OF ALSEA, OR
PORT OF ARLINGTON, OR
PORT OF ASTORIA, OR
PORT OF BANDON, OR
PORT OF BRANDON, OR
PORT OF BROOKINGS HARBOR, OR
PORT OF CASCADE LOCKS, OR
PORT OF COQUILLE RIVER, OR
PORT OF GARIBALDI, OR
PORT OF GOLD BEACH, OR
PORT OF HOOD RIVER, OR
PORT OF MORGAN CITY, LA
PORT OF MORROW, OR
PORT OF NEHALEM, OR
PORT OF NEWPORT, OR
PORT OF PORT ORFORD, OR
PORT OF PORTLAND, OR
PORT OF SIUSLAW, OR
PORT OF ST. HELENS, OR
PORT OF THE DALLES, OR
PORT OF TILLAMOOK BAY, OR
PORT OF TOLEDO, OR
PORT OF UMATILLA, OR
PORT OF UMPQUA, OR
PORT ORFORD CEMETERY MAINTENANCE DISTRICT, OR
PORT ORFORD PUBLIC LIBRARY DISTRICT, OR
PORT ORFORD R.F.P.D., OR
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR
POWDER R.F.P.D., OR
POWDER RIVER R.F.P.D., OR
POWDER VALLEY WATER CONTROL DISTRICT, OR
POWERS HEALTH DISTRICT, OR
PRAIRIE CEMETERY MAINTENANCE DISTRICT, OR
PRINEVILLE LAKE ACRES SPECIAL ROAD DISTRICT #1, OR
PROSPECT R.F.P.D., OR
QUAIL VALLEY PARK IMPROVEMENT DISTRICT, OR
QUEENER IRRIGATION IMPROVEMENT DISTRICT, OR
RAINBOW WATER DISTRICT, OR
RAINIER CEMETERY DISTRICT, OR
RAINIER DRAINAGE IMPROVEMENT COMPANY, OR
RALEIGH WATER DISTRICT, OR
REDMOND AREA PARK & RECREATION DISTRICT, OR
REDMOND FIRE AND RESCUE, OR
RIDDLE FIRE PROTECTION DISTRICT, OR

RIDGEWOOD DISTRICT IMPROVEMENT COMPANY, OR
RIDGEWOOD ROAD DISTRICT, OR
RIETH SANITARY DISTRICT, OR
RIETH WATER DISTRICT, OR
RIMROCK WEST IMPROVEMENT DISTRICT, OR
RINK CREEK WATER DISTRICT, OR
RIVER BEND ESTATES SPECIAL ROAD DISTRICT, OR
RIVER FOREST ACRES SPECIAL ROAD DISTRICT, OR
RIVER MEADOWS IMPROVEMENT DISTRICT, OR
RIVER PINES ESTATES SPECIAL ROAD DISTRICT, OR
RIVER ROAD PARK & RECREATION DISTRICT, OR
RIVER ROAD WATER DISTRICT, OR
RIVERBEND RIVERBANK WATER IMPROVEMENT DISTRICT, OR
RIVERDALE R.F.P.D. 11-JT, OR
RIVERGROVE WATER DISTRICT, OR
RIVERSIDE MISSION WATER CONTROL DISTRICT, OR
RIVERSIDE R.F.P.D. #7-406, OR
RIVERSIDE WATER DISTRICT, OR
ROBERTS CREEK WATER DISTRICT, OR
ROCK CREEK DISTRICT IMPROVEMENT, OR
ROCK CREEK WATER DISTRICT, OR
ROCKWOOD WATER P.U.D., OR
ROCKY POINT FIRE & EMS, OR
ROGUE RIVER R.F.P.D., OR
ROGUE RIVER VALLEY IRRIGATION DISTRICT, OR
ROGUE VALLEY SEWER SERVICES, OR
ROGUE VALLEY SEWER, OR
ROGUE VALLEY TRANSPORTATION DISTRICT, OR
ROSEBURG URBAN SANITARY AUTHORITY, OR
ROSEWOOD ESTATES ROAD DISTRICT, OR
ROW RIVER VALLEY WATER DISTRICT, OR
RURAL ROAD ASSESSMENT DISTRICT #3, OR
RURAL ROAD ASSESSMENT DISTRICT #4, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3
SAINT TAMMANY FIRE DISTRICT 4, LA
SALEM AREA MASS TRANSIT DISTRICT, OR
SALEM MASS TRANSIT DISTRICT
SALEM SUBURBAN R.F.P.D., OR
SALISHAN SANITARY DISTRICT, OR
SALMON RIVER PARK SPECIAL ROAD DISTRICT, OR
SALMON RIVER PARK WATER IMPROVEMENT DISTRICT, OR
SALMONBERRY TRAIL INTERGOVERNMENTAL AGENCY, OR
SANDPIPER VILLAGE SPECIAL ROAD DISTRICT, OR
SANDY DRAINAGE IMPROVEMENT COMPANY, OR
SANDY R.F.P.D. #72, OR
SANTA CLARA R.F.P.D., OR
SANTA CLARA WATER DISTRICT, OR
SANTIAM WATER CONTROL DISTRICT, OR
SAUVIE ISLAND DRAINAGE IMPROVEMENT COMPANY, OR
SAUVIE ISLAND VOLUNTEER FIRE DISTRICT #30J, OR
SCAPPOOSE DRAINAGE IMPROVEMENT COMPANY, OR
SCAPPOOSE PUBLIC LIBRARY DISTRICT, OR
SCAPPOOSE R.F.P.D., OR
SCIO R.F.P.D., OR
SCOTTSBURG R.F.P.D., OR
SEAL ROCK R.F.P.D., OR
SEAL ROCK WATER DISTRICT, OR
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SHANGRI-LA WATER DISTRICT, OR
SHASTA VIEW IRRIGATION DISTRICT, OR
SHELLEY ROAD CREST ACRES WATER DISTRICT, OR
SHERIDAN FIRE DISTRICT, OR
SHERMAN COUNTY HEALTH DISTRICT, OR
SHERMAN COUNTY S.W.C.D., OR
SHORELINE SANITARY DISTRICT, OR
SILETZ KEYS SANITARY DISTRICT, OR
SILETZ R.F.P.D., OR
SILVER FALLS LIBRARY DISTRICT, OR
SILVER LAKE IRRIGATION DISTRICT, OR
SILVER LAKE R.F.P.D., OR
SILVER SANDS SPECIAL ROAD DISTRICT, OR
SILVERTON R.F.P.D. NO. 2, OR
SISTERS PARKS & RECREATION DISTRICT, OR
SISTERS-CAMP SHERMAN R.F.P.D., OR
SIUSLAW PUBLIC LIBRARY DISTRICT, OR
SIUSLAW S.W.C.D., OR
SIUSLAW VALLEY FIRE AND RESCUE, OR
SIXES R.F.P.D., OR
SKIPANON WATER CONTROL DISTRICT, OR
SKYLINE VIEW DISTRICT IMPROVEMENT COMPANY, OR
SLEEPY HOLLOW WATER DISTRICT, OR
SMITH DITCH DISTRICT IMPROVEMENT COMPANY, OR
SOUTH CLACKAMAS TRANSPORTATION DISTRICT, OR
SOUTH COUNTY HEALTH DISTRICT, OR
SOUTH FORK WATER BOARD, OR
SOUTH GILLIAM COUNTY CEMETERY DISTRICT, OR
SOUTH GILLIAM COUNTY HEALTH DISTRICT, OR
SOUTH GILLIAM COUNTY R.F.P.D. VI-301, OR
SOUTH LAFOURCHE LEVEE DISTRICT, LA
SOUTH LANE COUNTY FIRE & RESCUE, OR
SOUTH SANTIAM RIVER WATER CONTROL DISTRICT, OR
SOUTH SHERMAN FIRE DISTRICT, OR
SOUTH SUBURBAN SANITARY DISTRICT, OR
SOUTH WASCO PARK & RECREATION DISTRICT, OR
SOUTHERN COOS HEALTH DISTRICT, OR
SOUTHERN CURRY CEMETERY MAINTENANCE DISTRICT, OR
SOUTHVIEW IMPROVEMENT DISTRICT, OR
SOUTHWEST LINCOLN COUNTY WATER DISTRICT, OR
SOUTHWESTERN POLK COUNTY R.F.P.D., OR
SOUTHWOOD PARK WATER DISTRICT, OR
SPECIAL ROAD DISTRICT #1, OR
SPECIAL ROAD DISTRICT #8, OR
SPRING RIVER SPECIAL ROAD DISTRICT, OR
SPRINGFIELD UTILITY BOARD, OR
ST. PAUL R.F.P.D., OR
STANFIELD CEMETERY DISTRICT #6, OR
STANFIELD IRRIGATION DISTRICT, OR
STARR CREEK ROAD DISTRICT, OR
STARWOOD SANITARY DISTRICT, OR
STAYTON FIRE DISTRICT, OR
SUBLIMITY FIRE DISTRICT, OR
SUBURBAN EAST SALEM WATER DISTRICT, OR
SUBURBAN LIGHTING DISTRICT, OR
SUCCOR CREEK DISTRICT IMPROVEMENT COMPANY, OR
SUMMER LAKE IRRIGATION DISTRICT, OR
SUMMERVILLE CEMETERY MAINTENANCE DISTRICT, OR
SUMNER R.F.P.D., OR
SUN MOUNTAIN SPECIAL ROAD DISTRICT, OR
SUNDOWN SANITATION DISTRICT, OR
SUNFOREST ESTATES SPECIAL ROAD DISTRICT, OR
SUNNYSIDE IRRIGATION DISTRICT, OR
SUNRISE WATER AUTHORITY, OR
SUNRIVER SERVICE DISTRICT, OR
SUNSET EMPIRE PARK & RECREATION DISTRICT, OR
SUNSET EMPIRE TRANSPORTATION DISTRICT, OR
SURFLAND ROAD DISTRICT, OR
SUTHERLIN VALLEY RECREATION DISTRICT, OR
SUTHERLIN WATER CONTROL DISTRICT, OR
SWALLEY IRRIGATION DISTRICT, OR
SWEET HOME CEMETERY MAINTENANCE DISTRICT, OR
SWEET HOME FIRE & AMBULANCE DISTRICT, OR
SWISSHOME-DEADWOOD R.F.P.D., OR
TABLE ROCK DISTRICT IMPROVEMENT COMPANY, OR

TALENT IRRIGATION DISTRICT, OR
TANGENT R.F.P.D., OR
TENMILE R.F.P.D., OR
TERREBONNE DOMESTIC WATER DISTRICT, OR
THE DALLES IRRIGATION DISTRICT, OR
THOMAS CREEK-WESTSIDE R.F.P.D., OR
THREE RIVERS RANCH ROAD DISTRICT, OR
THREE SISTERS IRRIGATION DISTRICT, OR
TIGARD TUALATIN AQUATIC DISTRICT, OR
TIGARD WATER DISTRICT, OR
TILLAMOOK BAY FLOOD IMPROVEMENT DISTRICT, OR
TILLAMOOK COUNTY EMERGENCY COMMUNICATIONS DISTRICT, OR
TILLAMOOK COUNTY S.W.C.D., OR
TILLAMOOK COUNTY TRANSPORTATION DISTRICT, OR
TILLAMOOK FIRE DISTRICT, OR
TILLAMOOK P.U.D., OR
TILLER R.F.P.D., OR
TOBIN DITCH DISTRICT IMPROVEMENT COMPANY, OR
TOLEDO R.F.P.D., OR
TONE WATER DISTRICT, OR
TOOLEY WATER DISTRICT, OR
TRASK DRAINAGE DISTRICT, OR
TRI CITY R.F.P.D. #4, OR
TRI-CITY WATER & SANITARY AUTHORITY, OR
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TRIMET, OR
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN HILLS PARK & RECREATION DISTRICT, OR
TUALATIN S.W.C.D., OR
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY FIRE & RESCUE, OR
TUALATIN VALLEY IRRIGATION DISTRICT, OR
TUALATIN VALLEY WATER DISTRICT
TUALATIN VALLEY WATER DISTRICT, OR
TUMALO IRRIGATION DISTRICT, OR
TURNER FIRE DISTRICT, OR
TWIN ROCKS SANITARY DISTRICT, OR
TWO RIVERS NORTH SPECIAL ROAD DISTRICT, OR
TWO RIVERS S.W.C.D., OR
TWO RIVERS SPECIAL ROAD DISTRICT, OR
TYGH VALLEY R.F.P.D., OR
TYGH VALLEY WATER DISTRICT, OR
UMATILLA COUNTY FIRE DISTRICT #1, OR
UMATILLA COUNTY S.W.C.D., OR
UMATILLA COUNTY SPECIAL LIBRARY DISTRICT, OR
UMATILLA HOSPITAL DISTRICT, OR
UMATILLA R.F.P.D. #7-405, OR
UMATILLA-MORROW RADIO AND DATA DISTRICT, OR
UMPQUA S.W.C.D., OR
UNION CEMETERY MAINTENANCE DISTRICT, OR
UNION COUNTY SOLID WASTE DISPOSAL DISTRICT, OR
UNION COUNTY VECTOR CONTROL DISTRICT, OR
UNION GAP SANITARY DISTRICT, OR
UNION GAP WATER DISTRICT, OR
UNION HEALTH DISTRICT, OR
UNION R.F.P.D., OR
UNION S.W.C.D., OR
UNITY COMMUNITY PARK & RECREATION DISTRICT, OR
UPPER CLEVELAND RAPIDS ROAD DISTRICT, OR
UPPER MCKENZIE R.F.P.D., OR
UPPER WILLAMETTE S.W.C.D., OR
VALE OREGON IRRIGATION DISTRICT, OR
VALE RURAL FIRE PROTECTION DISTRICT, OR
VALLEY ACRES SPECIAL ROAD DISTRICT, OR
VALLEY VIEW CEMETERY MAINTENANCE DISTRICT, OR
VALLEY VIEW WATER DISTRICT, OR
VANDEVERT ACRES SPECIAL ROAD DISTRICT, OR
VERNONIA R.F.P.D., OR
VINEYARD MOUNTAIN PARK & RECREATION DISTRICT, OR
VINEYARD MOUNTAIN SPECIAL ROAD DISTRICT, OR
WALLA WALLA RIVER IRRIGATION DISTRICT, OR
WALLOWA COUNTY HEALTH CARE DISTRICT, OR
WALLOWA LAKE COUNTY SERVICE DISTRICT, OR
WALLOWA LAKE IRRIGATION DISTRICT, OR
WALLOWA LAKE R.F.P.D., OR
WALLOWA S.W.C.D., OR
WALLOWA VALLEY IMPROVEMENT DISTRICT #1, OR
WAMIC R.F.P.D., OR
WAMIC WATER & SANITARY AUTHORITY, OR
WARMSPRINGS IRRIGATION DISTRICT, OR
WASCO COUNTY S.W.C.D., OR
WATER ENVIRONMENT SERVICES, OR
WATER WONDERLAND IMPROVEMENT DISTRICT, OR
WATERBURY & ALLEN DITCH IMPROVEMENT DISTRICT, OR
WATSECO-BARVIEW WATER DISTRICT, OR
WAUNA WATER DISTRICT, OR
WEDDERBURN SANITARY DISTRICT, OR
WEST EAGLE VALLEY WATER CONTROL DISTRICT, OR
WEST EXTENSION IRRIGATION DISTRICT, OR
WEST LABISH DRAINAGE & WATER CONTROL IMPROVEMENT DISTRICT, OR
WEST MULTNOMAH S.W.C.D., OR
WEST SIDE R.F.P.D., OR
WEST SLOPE WATER DISTRICT, OR
WEST UMATILLA MOSQUITO CONTROL DISTRICT, OR
WEST VALLEY FIRE DISTRICT, OR
WESTERN HEIGHTS SPECIAL ROAD DISTRICT, OR
WESTERN LANE AMBULANCE DISTRICT, OR
WESTLAND IRRIGATION DISTRICT, OR
WESTON ATHENA MEMORIAL HALL PARK & RECREATION DISTRICT, OR
WESTON CEMETERY DISTRICT #2, OR
WESTPORT FIRE AND RESCUE, OR
WESTRIDGE WATER SUPPLY CORPORATION, OR
WESTWOOD HILLS ROAD DISTRICT, OR
WESTWOOD VILLAGE ROAD DISTRICT, OR
WHEELER S.W.C.D., OR
WHITE RIVER HEALTH DISTRICT, OR
WIARD MEMORIAL PARK DISTRICT, OR
WICKIUP WATER DISTRICT, OR
WILLAKENZIE R.F.P.D., OR
WILLAMALANE PARK & RECREATION DISTRICT, OR
WILLAMALANE PARK AND RECREATION DISTRICT
WILLAMETTE HUMANE SOCIETY
WILLAMETTE RIVER WATER COALITION, OR
WILLIAMS R.F.P.D., OR
WILLOW CREEK PARK DISTRICT, OR
WILLOW DALE WATER DISTRICT, OR
WILSON RIVER WATER DISTRICT, OR
WINCHESTER BAY R.F.P.D., OR
WINCHESTER BAY SANITARY DISTRICT, OR
WINCHUCK R.F.P.D., OR
WINSTON-DILLARD R.F.P.D., OR
WINSTON-DILLARD WATER DISTRICT, OR
WOLF CREEK R.F.P.D., OR
WOOD RIVER DISTRICT IMPROVEMENT COMPANY, OR
WOODBURN R.F.P.D. NO. 6, OR
WOODLAND PARK SPECIAL ROAD DISTRICT, OR
WOODS ROAD DISTRICT, OR
WRIGHT CREEK ROAD WATER IMPROVEMENT DISTRICT, OR
WY'EAST FIRE DISTRICT, OR
YACHATS R.F.P.D., OR
YAMHILL COUNTY TRANSIT AREA, OR
YAMHILL FIRE PROTECTION DISTRICT, OR
YAMHILL SWCD, OR
YONCALLA PARK & RECREATION DISTRICT, OR

YOUNGS RIVER-LEWIS & CLARK WATER DISTRICT, OR
ZUMWALT R.F.P.D., OR

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD
BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT
BOGALUSA HIGH SCHOOL, LA
BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT
CADDO PARISH SCHOOL DISTRICT
CALCASIEU PARISH SCHOOL DISTRICT
CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY
CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL
CENTRAL POINT SCHOOL DISTRICT NO.6
CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9
CORVALLIS SCHOOL DISTRICT 509J
COUNTY OF YAMHILL SCHOOL DISTRICT 29
CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2
DAVID DOUGLAS SCHOOL DISTRICT
DAYTON SCHOOL DISTRICT NO.8
DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT
GEORGE MIDDLE SCHOOL
GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT
JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR
KLAMATH COUNTY SCHOOL DISTRICT
KLAMATH FALLS CITY SCHOOLS
LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J
LANE COUNTY SCHOOL DISTRICT 4J
LINCOLN COUNTY SCHOOL DISTRICT
LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT
LOST RIVER JR/SR HIGH SCHOOL
LOWELL SCHOOL DISTRICT NO.71
SALEM-KEIZER PUBLIC SCHOOLS 24J
MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR
MCMINNVILLE SCHOOL DISTRICT NOAO
MEDFORD SCHOOL DISTRICT 549C
MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J
MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY
MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56
NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13
NORTH CLACKAMAS SCHOOL DISTRICT
NORTH DOUGLAS SCHOOL DISTRICT
NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT
PHOENIX-TALENT SCHOOL DISTRICT NOA
PLEASANT HILL SCHOOL DISTRICT
PORTLAND JEWISH ACADEMY
PORTLAND PUBLIC SCHOOLS
RAPIDES PARISH SCHOOL DISTRICT
REDMOND SCHOOL DISTRICT
REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT
ROSEBURG PUBLIC SCHOOLS
SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA
SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J
SILVER FALLS SCHOOL DISTRICT 4J
SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS
SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT
THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT
UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT
ALIANZA ACADEMY, UT
ALPINE DISTRICT, UT
AMERICAN LEADERSHIP ACADEMY, UT
AMERICAN PREPARATORY ACADEMY, UT
BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT
BEAR RIVER CHARTER SCHOOL, UT
BEAVER SCHOOL DISTRICT, UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT, UT
CBA CENTER, UT
CACHE SCHOOL DISTRICT, UT
CANYON RIM ACADEMY, UT
CANYONS DISTRICT, UT
CARBON SCHOOL DISTRICT, UT
CHANNING HALL, UT
CHARTER SCHOOL LEWIS ACADEMY, UT
CITY ACADEMY, UT
DAGGETT SCHOOL DISTRICT, UT
DAVINCI ACADEMY, UT
DAVIS DISTRICT, UT
DUAL IMMERSION ACADEMY, UT
DUCHESNE SCHOOL DISTRICT, UT
EARLY LIGHT ACADEMY AT DAYBREAK, UT
EAST HOLLYWOOD HIGH, UT
EDITH BOWEN LABORATORY SCHOOL, UT
EMERSON ALCOTT ACADEMY, UT
EMERY SCHOOL DISTRICT, UT

ENTHEOS ACADEMY, UT
EXCELSIOR ACADEMY, UT
FAST FORWARD HIGH, UT
FREEDOM ACADEMY, UT
GARFIELD SCHOOL DISTRICT, UT
GATEWAY PREPARATORY ACADEMY, UT
GEORGE WASHINGTON ACADEMY, UT
GOOD FOUNDATION ACADEMY, UT
GRAND SCHOOL DISTRICT, UT
GRANITE DISTRICT, UT
GUADALUPE SCHOOL, UT
HAWTHORN ACADEMY, UT
INTECH COLLEGIATE HIGH SCHOOL, UT
IRON SCHOOL DISTRICT, UT
ITINERIS EARLY COLLEGE HIGH, UT
JOHN HANCOCK CHARTER SCHOOL, UT
JORDAN DISTRICT, UT
JUAB SCHOOL DISTRICT, UT
KANE SCHOOL DISTRICT, UT
KARL G MAESER PREPARATORY ACADEMY, UT
LAKEVIEW ACADEMY, UT
LEGACY PREPARATORY ACADEMY, UT
LIBERTY ACADEMY, UT
LINCOLN ACADEMY, UT
LOGAN SCHOOL DISTRICT, UT
MARIA MONTESSORI ACADEMY, UT
MERIT COLLEGE PREPARATORY ACADEMY, UT
MILLARD SCHOOL DISTRICT, UT
MOAB CHARTER SCHOOL, UT
MONTICELLO ACADEMY, UT
MORGAN SCHOOL DISTRICT, UT
MOUNTAINVILLE ACADEMY, UT
MURRAY SCHOOL DISTRICT, UT
NAVIGATOR POINTE ACADEMY, UT
NEBO SCHOOL DISTRICT, UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT
NOAH WEBSTER ACADEMY, UT
NORTH DAVIS PREPARATORY ACADEMY, UT
NORTH SANPETE SCHOOL DISTRICT, UT
NORTH STAR ACADEMY, UT
NORTH SUMMIT SCHOOL DISTRICT, UT
ODYSSEY CHARTER SCHOOL, UT
OGDEN PREPARATORY ACADEMY, UT
OGDEN SCHOOL DISTRICT, UT
OPEN CLASSROOM, UT
OPEN HIGH SCHOOL OF UTAH, UT
OQUIRRH MOUNTAIN CHARTER SCHOOL, UT
PARADIGM HIGH SCHOOL, UT
PARK CITY SCHOOL DISTRICT, UT
PINNACLE CANYON ACADEMY, UT
PIUTE SCHOOL DISTRICT, UT
PROVIDENCE HALL, UT
PROVO SCHOOL DISTRICT, UT
QUAIL RUN PRIMARY SCHOOL, UT
QUEST ACADEMY, UT
RANCHES ACADEMY, UT
REAGAN ACADEMY, UT
RENAISSANCE ACADEMY, UT
RICH SCHOOL DISTRICT, UT
ROCKWELL CHARTER HIGH SCHOOL, UT
SALT LAKE ARTS ACADEMY, UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT
SALT LAKE SCHOOL DISTRICT, UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT, UT
SEVIER SCHOOL DISTRICT, UT
SOLDIER HOLLOW CHARTER SCHOOL, UT
SOUTH SANPETE SCHOOL DISTRICT, UT
SOUTH SUMMIT SCHOOL DISTRICT, UT
SPECTRUM ACADEMY, UT
SUCCESS ACADEMY, UT
SUCCESS SCHOOL, UT
SUMMIT ACADEMY, UT
SUMMIT ACADEMY HIGH SCHOOL, UT
SYRACUSE ARTS ACADEMY, UT
THOMAS EDISON - NORTH, UT
TIMPANOGOS ACADEMY, UT
TINTIC SCHOOL DISTRICT, UT
TOOELE SCHOOL DISTRICT, UT
TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT
UINTAH RIVER HIGH, UT
UINTAH SCHOOL DISTRICT, UT
UTAH CONNECTIONS ACADEMY, UT
UTAH COUNTY ACADEMY OF SCIENCE, UT
UTAH ELECTRONIC HIGH SCHOOL, UT
UTAH SCHOOLS FOR DEAF & BLIND, UT
UTAH STATE OFFICE OF EDUCATION, UT
UTAH VIRTUAL ACADEMY, UT
VENTURE ACADEMY, UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY, UT
WALDEN SCHOOL OF LIBERAL ARTS, UT
WASATCH PEAK ACADEMY, UT
WASATCH SCHOOL DISTRICT, UT
WASHINGTON SCHOOL DISTRICT, UT
WAYNE SCHOOL DISTRICT, UT
WEBER SCHOOL DISTRICT, UT
WEILENMANN SCHOOL OF DISCOVERY, UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY
BLUE MOUNTAIN COMMUNITY COLLEGE
BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE
CENTENARY COLLEGE OF LOUISIANA
CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE
COLLEGE OF THE MARSHALL ISLANDS
COLUMBIA GORGE COMMUNITY COLLEGE
CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT
LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE
LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE
LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES
MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE
MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY
OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM
PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE
PORTLAND COMMUNITY COLLEGE
PORTLAND STATE UNIVERSITY
REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII

ROGUE COMMUNITY COLLEGE
SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE
TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE
UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS
WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES
ADMIN. SERVICES OFFICE
BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION
OFFICE OF MEDICAL ASSISTANCE PROGRAMS
OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH
STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

Sample Cintas Facilities Solutions Cooperative Acceptance Agreement

Facilities Solutions Cooperative Acceptance Agreement

Date _____
Location No._____
Contract No._____
Customer No._____

CC # Agreement #
GPO CC # GPO Agreement

Customer/Participating Agency_____Phone_____

Address_____City_____State_____Zip_____

UNIFORM PRODUCT RENTAL PRICING:

Item #	Description	Unit Price

This Agreement is effective as of the date of execution for a term of 60 months from the date of installation or renewal.

- Standard Name Emblem $_____ea
- Standard Agency Emblem $_____ea
- Custom Agency Emblem $_____ea
- Embroidery $_____ea
- Uniform Advantage: Item_____ $_____Ea. per week
- Premium Uniform Advantage Item_____ $_____Ea. per week
- Emblem Advantage: Item_____ $_____Ea. per week
- Prep Advantage: Item_____ $_____Ea. per week
- Minimum Charge $35.00_____per delivery or 50% of initial invoice (the greater of the two).
- Make-Up charge $_____per garment.
- Non-Standard/Special Cut Garment (i.e., non-standard, non-stocked unusually small or large sizes, unusually short or long sleeve or length, etc.) premium $_____per garment.
- Seasonal Sleeve Change $_____per garment.
- Under no circumstances will the Company accept textiles bearing free liquid. Shop towels may not be used to clean up oil or solvent spills.
- Artwork Charge for Logo Mat $_____
- Payment Terms Net 30
- Size Change: Customer agrees to have employees measured by a Cintas representative using garment "size samples" or Cintas TruFit. A charge of $_____per garment will be assessed for employee's size changed within 4 weeks of installation.
- Other_____

FACILITY SERVICES PRODUCTS PRICING:

Item #	Description	Rental Freq.	Inventory	Unit Price

- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.
- Automatic Lost Replacement Charge: Item_____ % of Inventory_____ $_____Ea.

__/__ ☐ _____Initial and check box if Unilease. All Garments will be cleaned by customer
Date

__/__ ☐ _____Initial and check box if receiving Linen Service. Company will take periodic physical inventories of items in possession or under control
Date customer.

__/__ ☐ _____Initial and check box if receiving direct embroidery. If service is discontinued for any employee or Customer deletes any of the garments
Date direct embroidery for any reason, or terminates this Agreement for any reason or fails to renew this Agreement, Customer will purchase all direct embroidered garments at the time they are removed from service at the then current replacement values. (See term #4 below).

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

Omnia Participating Public Agencies Terms

1. Participating Public Agencies: Supplier agrees to extend the same terms, covenants agreed to under the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
    b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
    c. **Fees**. Arbitration fees will be assessed consistent with the AAA Rules.
    d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
    FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
    e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
    f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at https://www.omniapartners.com/publicsector.
5. In the event of any conflict between this Facilities Solutions Cooperative Acceptance Agreement (this "Agreement") and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement.

Supplier General Service Terms Section

6. **Prices** Customer agrees to rent from Company, and Company agrees to provide to Customer, the Merchandise, inventory and services on the Master Agreement and / or outlined above. There will be a minimum charge of thirty-five dollars ($35.00) or 50% of initial invoice (whichever is greater) per week for each Customer location required to purchase its rental services from Company as set forth in this Agreement.

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

7. **Buyback of Non-Standard Garments (if applicable)** Customer has ordered from Company a garment rental service requiring embroidered garments that may not be standard to Company's normal rental product line. Those non-standard products will be designated as such under-Garment Description in Exhibit Buyback of Non-Standard Garments (if applicable). In the event Customer deletes a non-standard product, alters the design of the non-standard product, fails to renew the Agreement, or terminates the Agreement for any reason other than documented quality of service reasons which are not cured, Customer agrees to buy back all remaining non-standard products allocated to Customer that the Company has in service and out of service at the then current Loss/Damage Replacement Values.
8. **Garments' Lack of Flame Retardant or Acid Resistant Features** Unless specified otherwise in writing by the Company, the garments supplied under this Agreement are not flame retardant or acid resistant and contain no special flame retardant or acid resistant features. They are not designed for use in areas of flammability risk or where contact with hazardous materials is possible. Flame resistant and acid resistant garments are available from Company upon request. Customer warrants that none of the employees for whom garments are supplied pursuant to this Agreement require flame retardant or acid resistant clothing.
9. **Logo Mats** In the event that Customer decides to delete any mat bearing the Customer's logo (Logo Mat) from the rental program, changes the design of the Logo Mats, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change or termination, all remaining Logo mats that the Company has in service and out of service held in inventory at the then current Loss/Damage Replacement Value.
10. **Adding Employees** Additional employees and Merchandise may be added to this Agreement at any time upon written or oral request by the Customer to the Company. Any such additional employees or Merchandise shall automatically become a part of and subject to the terms of this Agreement. If such employees are employed at a Customer location that is then participating under this Agreement, the Customer shall pay Company the one-time preparation fee indicated on the Master Agreement and / or outlined above. Customer shall not pay Company any one-time preparation fee for garments for employees included in the initial installation of a Customer location. There will be a one-time charge for name and/or company emblems when employees are added to the program in garments requiring emblems.
11. **Emblem Guarantee** Customer has requested that Company supply emblems designed exclusively for Customer featuring Customer's logo or other specific identification (hereinafter "Customer Emblems"). Company will maintain a sufficient quantity of Customer Emblems in inventory to provide for Customer's needs and maintain a low cost per emblem through quantity purchases.
12. In the event Customer decides to discontinue the use of Customer Emblems, changes the design of the Customer Emblems, terminates this Agreement for any reason or fails to renew this Agreement, the Customer will purchase at the time of deletion, design change, termination or expiration, all remaining Customer Emblems that the Company allocated to Customer at the price indicated on the Master Agreement and / or outlined above of this Agreement. In no event shall the number of Customer Emblems allocated to Customer exceed the greater of (a) twelve (12) months' volume for each unique Customer Emblem or (b) a quantity agreed to by Company and Customer and noted on the Master Agreement and / or outlined above.
13. **Terminating Employees** Subject to the provisions of this Agreement, the weekly rental charge attributable to any individual leaving the employ of the Customer, or on a temporary leave of absence of three (3) weeks or more, shall be terminated upon oral or written notice by the Customer to the Company but only after all garments issued to that individual, or value of same at the then current Loss/Damage Replacement Values, are returned to Company.
14. **Replacement** In the event any Merchandise is lost, stolen or is not returned to Company, or is destroyed or damaged by fire, welding damage, acid, paint, ink, chemicals, neglect or otherwise, the Customer agrees to pay for said Merchandise at the then current Loss/Damage Replacement Values.
15. **Indemnification** To the fullest extent permitted by law, Company agrees to defend, indemnify, pay on behalf of and save harmless the Participating Public Agency, its elected and appointed officials, agents, employees and authorized volunteers against any and all claims, liability, demands, suits or loss, including reasonable attorneys' fees and all other costs connected therewith, arising out of or connected to the services provided by Company under this Contract, but only to the extent of Company's negligence.
16. **Additional Customer Locations**. Notwithstanding anything to the contrary contained herein, there will be a minimum term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Agreement.
17. **Additional Items:** Additional customer employees, products and services may be added to this Agreement and shall automatically become a part of and subject to the terms hereof and all of its provisions. If this Agreement is terminated early for convenience, the parties agree that the damages sustained by Company will be substantial and difficult to ascertain. Therefore, if this Agreement is terminated by Customer prior to the applicable expiration date for any reason other than documented quality of service reasons which are not cured, or terminated by Company for non-payment by Customer at any time Customer will pay to Company, as termination charges and not as a penalty based upon the following schedule:
    - If this Agreement is cancelled for convenience in the first twelve months of the term, Customer shall pay as termination charges equal to 52 weeks of rental service.
    - If this Agreement is cancelled for convenience in months thirteen (13) through twenty-four (24) of the term, Customer shall pay as termination charges equal to thirty-nine (39) weeks of rental service.
    - If this Agreement is cancelled for convenience in months twenty-five (25) through thirty-six (36) of the term, Customer shall pay as termination charges equal to twenty-six (26) weeks of rental service.
    - If this Agreement is cancelled for convenience after forty-eight (48) months of service, Customer shall pay as termination charges of thirteen (13) weeks of rental service.
    - Customer shall also be responsible to return all of the Merchandise allocated to such Customer locations terminating this Agreement at the then current Loss/Damage Replacement Values and for any unpaid charges on Customer's account prior to termination.
18. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
19. **Customer Funding Source**. Customer must select the appropriate response below:
    Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered

SAMPLE

under this Agreement with any United States government funds?
___No
___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

20. **Additional Terms.** Customer must select the appropriate response below:
Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?
___ No additional terms needed
___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

21. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Matrix Account ☐ Yes ☐ No

Customer Contact _____

Cintas MAM Partner Name _____

Customer Contact Email _____

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** **If Yes**, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to**.

Same as Payer OR **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** **If yes**, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

PAYMENT OPTIONS

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative Initial_____ Customer Initial _____

Sample Cintas Fire Protection Acceptance Agreement

FIRE PROTECTION ACCEPTANCE AGREEMENT

Location No._____
Contract No._____
Customer No._____

Date_____

Participating OMNIA Member:._____ Phone_____

Address_____ _ City_____ State_____ Zip_____

FIRE PROTECTION PRICING:

Item #	Description	Unit Price

- This Fire Protection Acceptance Agreement (this "Agreement") is effective as of this date from_to_____, with a minimum term of 12 months. The length of this Agreement will commence with the actual start of services, regardless of the start date of the OMNIA Vendor Agreement executed between Cintas Corporation and University of Nebraska Master Agreement (the "**Master Agreement**"). In the event of any conflict between this Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Agreement specifically provides that it is superseding a provision in the Master Agreement. Any negotiations of price, terms or discounts must be approved by OMNIA for the Master Agreement. Any such changes shall take effect on the anniversary date of the Master Agreement.
- This Agreement covers the following locations:

Location Name	Address	City	State	Zip	Phone	Contact Name

- This Agreement covers the following inspection, testing, maintenance services and new equipment (check all that apply):

Item	Yes or No	Frequency
Portable Fire Extinguishers		
Exit and Emergency Lighting		
Fire Sprinkler Systems		
Fire Alarm Systems		
Kitchen Suppression Systems		
Backflow Prevention Devices		
Special Hazard Systems		
Fire Training		

- I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

CUSTOMER:

Cintas Loc. No: _____ Please Sign Name _____

By: _____ Please Print Name _____

Title: _____ Please Print Title _____

Accepted-GM: _____ Email _____

Cintas Representative_____ Customer_____

SAMPLE

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

Omnia Participating Public Agencies Terms

1. **Participating Public Agencies**: Supplier agrees to extend the same terms, covenants agreed to under the Master Agreement to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each participating Public Agency will be exclusively responsible and deal directly with Supplier on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement.
2. **Dispute Resolution – Arbitration and Class Waiver**. This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
    a. **Arbitration Notice**. Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
    b. **Arbitration Procedures**. Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which the Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
    c. **Fees**. If Customer commences arbitration in accordance with this Agreement, arbitration fees will be assessed consistent with the AAA Rules.
    d. **No Class Actions in Arbitration or in Any Court, No Jury Trial**. CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.
    FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
    e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
    f. **Severability**. If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. Master Agreement available at https://www.omniapartners.com/publicsector.

Supplier General Service Terms Section

Cintas Representative_____ Customer_____

SAMPLE

1. **Customer Obligations:** Customer shall make its premises and facilities available to Company for the performance by Company of the Services. If Customer cancels a scheduled service appointment without providing prior notice or if Company is prevented from performing any Services upon arrival by Customer or conditions at the location, then Company may charge a cancellation fee or trip charge.
2. **Equipment Exchange**: Customer hereby agrees that in servicing Customer's portable fire extinguishers, Company may exchange Customer's portable fire extinguishers for Company's portable fire extinguishers of similar kind and quality. Customer further acknowledges and agrees that upon completion of such exchange that all right, title and interest in the Customer's portable fire extinguishers so exchanged will belong to Company and all right, title and interest in Company's portable fire extinguishers so exchanged will belong to Customer.
3. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
4. **Customer Funding Source**. Customer must select the appropriate response below:
   Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Agreement with any United States government funds?
   ___No
   ___Yes (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).
5. **Additional Terms.** Customer must select the appropriate response below:
   Does Customer require any additional terms and conditions to be incorporated into this Agreement, or is Customer accepting the Agreement without additional terms?
   ___ No additional terms needed
   ___ Additional terms required (If so, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this agreement).

SAMPLE

Cintas Representative_____ Customer_____

Accounts Payable Contact/ Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your agency that are set up for billing with Cintas? **YES** **NO** **UNSURE**

Are you Tax Exempt? **YES** **NO** **If Yes**, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to**.

Same as Payer OR **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): **Leave at Site and Email** **Email Only** **Physically Mail** **Leave at site after service**

Do invoices require a purchase order? **YES** **NO** **If yes**, please provide PO#

Will the same PO need to appear on each invoice? **YES** **NO** Is there an expiration date?

NET TERMS: Net 30 Standard

PAYMENT OPTIONS

Cintas Representative_____ Customer_____

SAMPLE

Check

ACH/EFT - We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

Credit Card - We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

SAMPLE

Cintas Representative_____ Customer_____

DocuSign

Certificate Of Completion

Envelope Id: B74BB212C8C04F089970DD8D5B4527AB
Status: Completed
Subject: Signature request on Contract Cintas Workplace Solutions - University of Nebraska - 02092023
Source Envelope:
Document Pages: 103
Signatures: 4
Certificate Pages: 5
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Disabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
University of Nebraska Contracts Service Account
1400 R St.
Lincoln, NE 68588
contracts@nebraska.edu
IP Address: 35.170.89.44

Record Tracking

Status: Original
5/31/2023 2:31:44 PM

Holder: University of Nebraska Contracts Service Account
contracts@nebraska.edu

Location: DocuSign

Signer Events	Signature	Timestamp
Doug Carlson dougcarlson@nebraska.edu AVP & Chief Procurement Officer University of Nebraska Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Drawn on Device Using IP Address: 129.93.161.221	Sent: 5/31/2023 2:46:30 PM Viewed: 5/31/2023 5:13:38 PM Signed: 5/31/2023 5:37:01 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Robyn Pitzer PitzerR@cintas.com Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Pre-selected Style Using IP Address: 155.190.22.3	Sent: 5/31/2023 5:37:05 PM Viewed: 6/1/2023 6:37:27 AM Signed: 6/1/2023 2:33:26 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 6:37:27 AM ID: eb366584-76a7-4adc-be13-8a3285a3a902		
Joe Cerni cernij@cintas.com VP Higher Education & Public Sector Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Uploaded Signature Image Using IP Address: 155.190.18.58	Sent: 6/1/2023 2:33:31 PM Viewed: 6/1/2023 2:40:06 PM Signed: 6/1/2023 2:42:57 PM
Electronic Record and Signature Disclosure: Accepted: 6/1/2023 2:40:06 PM ID: c549043b-053e-461e-82f1-2ca7cb7d21f7		
Chris Kabourek ckabourek@nebraska.edu Senior VP | CFO University of Nebraska Security Level: Email, Account Authentication (Optional)	 Signature Adoption: Pre-selected Style Using IP Address: 129.93.161.221	Sent: 6/1/2023 2:43:03 PM Viewed: 6/1/2023 5:00:08 PM Signed: 6/1/2023 5:12:06 PM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Ryan Duncan duncanr@cintas.com Major Account Manager Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Accepted: 12/9/2021 3:34:02 PM ID: 4e79445d-dc86-45fa-8f51-63721fb91094		Sent: 6/1/2023 5:12:11 PM Viewed: 6/1/2023 5:36:23 PM
Sydney Zach sydney.zach@nebraska.edu Senior Sourcing Agent University of Nebraska Security Level: Email, Account Authentication (Optional) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign		Sent: 6/1/2023 5:12:12 PM Viewed: 6/1/2023 5:12:58 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/31/2023 2:46:30 PM
Certified Delivered	Security Checked	6/1/2023 5:00:08 PM
Signing Complete	Security Checked	6/1/2023 5:12:06 PM
Completed	Security Checked	6/1/2023 5:12:12 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Internet 2 OBO University of Nebraska - Lincoln (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Internet 2 OBO University of Nebraska - Lincoln:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: esignature@nebraska.edu

To advise Internet 2 OBO University of Nebraska - Lincoln of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at esignature@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Internet 2 OBO University of Nebraska - Lincoln

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to esignature@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Internet 2 OBO University of Nebraska - Lincoln

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to esignature@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Internet 2 OBO University of Nebraska - Lincoln as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Internet 2 OBO University of Nebraska - Lincoln during the course of your relationship with Internet 2 OBO University of Nebraska - Lincoln.

First Aid & Safety Cooperative Acceptance Agreement

CINTAS® READY FOR THE WORKDAY®

Location #:
Contract #:
Customer #:
Main Corporate / ZNAT Code: → **9200002758** **Agreement: 9200002758** Date:
Customer/Participating Public Agency: ("Customer") Phone:
Address: City: State: Zip:

CHECK ALL THAT APPLY:

☐ FIRST AID

Service Frequency: Bundle Sold: ☐ YES ☐ NO Bundle Type:
PPE Required: ☐ Safety Glasses ☐ Ear Plugs ☐ Steel Toed Shoes ☐ Hard Hat ☐ Hi-Viz Vest ☐ No PPE Required
☐ Other:

QUANTITY	MATERIAL	DESCRIPTION	UNIT PRICE	TOTAL

Your Estimated Total:

Space for additional entries provided on page 5

☐ AUTOMATED EXTERNAL DEFIBRILLATOR PRODUCTS AND SERVICES

AED DEVICE	CASE	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
ZOLL® AED Plus®	☐ Cabinet ☐ Grab N' Run		/unit	/month
ZOLL® AED 3	☐ Cabinet ☐ Grab N' Run		/unit	/month
LifeLine VIEW AED	☐ Cabinet ☐ Grab N' Run		/unit	/month
LifeLine AED	☐ Cabinet ☐ Grab N' Run		/unit	/month

MEDICAL DIRECTION: ☐ LifeREADY 360™ ☐ LifeREADY™
TRAINING: AHA Heartsaver™ FA/CPR/AED Course $ /Seat or Key $ /Class

☐ PLUMBED EYEWASH

STATION TYPE	# OF UNITS	ANNUAL SERVICE COST	TOTAL ANNUAL COST	ROUTINE SERVICE COST	TOTAL ROUTINE COST	ROUTINE SERVICE FREQUENCY (SELECT ONE)
Plumbed Eyewash Station		/unit				☐ weekly ☐ monthly ☐ quarterly
Plumbed Emergency Shower		/unit				☐ weekly ☐ monthly ☐ quarterly
Plumbed Combination Unit		/unit				☐ weekly ☐ monthly ☐ quarterly

☐ THE SAFETY DIRECTOR® EMERGENCY EYEWASH STATION

PRODUCT	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
The Safety Director® Station		/unit	/month
One-time Wall Mount Installation Fee (618333)		/unit	

TRAINING: Safety Management Suite (SMS) with SDS Chemical Management $

☐ WATERBREAK® COOLER UNITS

COOLER UNIT DESCRIPTION	# OF UNITS	PRICE PER UNIT	MONTHLY PRICE
Freestanding		/unit	/month
Countertop		/unit	/month
		Total monthly service fee	/month
One-Time Installation Fees		Cintas Cooler Installation #604907	
		Third Party Installation #604908	

Cintas Representative Initials: BV Customer Initials:

PLEASE READ THESE TERMS CAREFULLY. BY SIGNING THIS ACCEPTANCE AGREEMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, AND THAT YOU UNDERSTAND AND AGREE TO BE BOUND BY, THESE TERMS.

OMNIA PARTICIPATING PUBLIC AGENCIES TERMS

1. **Participating Public Agencies.** Cintas Corporation No. 2 ("Cintas") agrees to extend the same terms, conditions, and covenants agreed to under the OMNIA Vendor Agreement executed between Cintas and University of Nebraska (the "Master Agreement") to other government agencies ("Participating Public Agencies") that, in their discretion, desire to access the Master Agreement in accordance with all terms and conditions contained herein or attached hereto. Each Participating Public Agency will be exclusively responsible and deal directly with Cintas on matters relating to length of agreement, ordering, delivery, inspection, acceptance, invoicing, and payment for products and services in accordance with the terms and conditions of the Master Agreement. By executing this Acceptance Agreement, the Customer identified on Page 1 herein agrees to be bound by the terms and conditions set forth in the Master Agreement as a Participating Public Agency and the terms and conditions set forth in this Acceptance Agreement. Master Agreement available at https://www.omniapartners.com/publicsector.
2. **Dispute Resolution – Arbitration and Class Waiver.** This provision shall take precedence over and supersede any contrary or conflicting provision in the Master Agreement.
   a. **Arbitration Notice.** Customer agrees to the maximum extent permitted by law that any dispute, controversy, or claim arising out of or relating to this Acceptance Agreement (including its enforcement, performance, breach, arbitrability, or interpretation) or to the products or services provided hereunder will be submitted to and resolved by final and binding individual arbitration. ARBITRATION MEANS THAT AN ARBITRATOR, AND NOT A JUDGE OR A JURY, WILL DECIDE THE DISPUTE, CONTROVERSY, OR CLAIM. BY ACCEPTING THESE TERMS, YOU AND CINTAS ARE EACH EXPRESSLY WAIVING THE RIGHT TO A TRIAL BY JURY AND TO PURSUE OR PARTICIPATE IN ANY CLASS ACTION, COLLECTIVE ACTION, OR REPRESENTATIVE CLAIMS OR PROCEEDINGS EITHER IN ARBITRATION OR IN ANY COURT. To the extent a class or collective action or representative claim or proceeding may not be waived, you agree to stay any such actions, claims, and proceedings until after all actions, claims, and proceedings subject to arbitration are fully resolved.
   b. **Arbitration Procedures.** Any arbitration between Customer and Cintas will be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Acceptance Agreement, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at 1-800-778-7879, or by contacting Cintas. Any arbitration hearings will take place in the state in which Customer is located; provided, however, that if the claim is for $10,000 or less, Customer may choose for the arbitration instead to conducted: (i) solely on the basis of documents submitted to the arbitrator; or (ii) through a telephonic hearing. The arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based.
   c. **Fees.** Arbitration fees will be assessed consistent with the AAA Rules.
   d. **No Class Actions in Arbitration or in Any Court, No Jury Trial.** CUSTOMER AND CINTAS AGREE THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, WHETHER IN ARBITRATION OR IN ANY COURT. FURTHER, UNLESS BOTH CUSTOMER AND CINTAS AGREE OTHERWISE, AN ARBITRATOR OR JUDGE MAY NOT CONSOLIDATE MORE THAN ONE PARTICIPATING PUBLIC AGENCY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

      FOR THE AVOIDANCE OF DOUBT, CUSTOMER AND CINTAS AGREE TO RESOLVE ANY DISPUTE ON AN INDIVIDUAL, NON-REPRESENTATIVE, NON-CLASS BASIS IN ARBITRATION, BUT IF FOR ANY REASON SUCH DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO HAVE THE DISPUTE PROCEED AS A CLASS ACTION OR IN ANY REPRESENTATIVE CAPACITY WHATSOEVER. IF THE DISPUTE PROCEEDS IN COURT, CUSTOMER AND CINTAS AGREE TO WAIVE ANY RIGHT TO A TRIAL BY JURY.
   e. **Enforceability.** If the requirement to submit any and all disputes, controversies, and claims to binding arbitration is found to be unenforceable or contrary to applicable law, the dispute, controversy or claim will be resolved in accordance with, and governed by, the laws of the State in which the Participating Public Agency exists.
   f. **Severability.** If any section or provision of this ¶ 2, Dispute Resolution – Arbitration and Class Waiver, is found to be unenforceable or invalid, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions of the parties, and the remainder will be given full force and effect.
3. **Dispute Resolution – Timing of invoice challenges:** Requests for an invoice adjustment or challenges to invoice amounts must be received by Cintas within 60 days of Customer's receipt of the contested invoice, or any billing dispute is waived. Notification to Cintas of a request for an invoice adjustment must be made in writing and must include the invoice number, disputed amount, and the reason for the disputed charge.
4. In the event of any conflict between this Acceptance Agreement and the Master Agreement, the Master Agreement shall prevail, except to the extent this Acceptance Agreement specifically provides that it is superseding a provision in the Master Agreement.

CINTAS GENERAL SERVICE TERMS SECTION

1. **Products and Services; Prices.** Cintas agrees to provide to Customer the products and services selected above in accordance with the Master Agreement and this Acceptance Agreement.
2. **Term; Additional Customer Locations.**
   a. The initial term of this Acceptance Agreement is 60 months ("Initial Term"). This Acceptance Agreement shall renew automatically for succeeding terms of 12 months (each a "Renewal Term" and together with the Initial Term, the "Term") unless Customer gives to Cintas written notice of the Customer's intention not to renew at least 30 days prior to the expiration of the then-current Term.
   b. Notwithstanding anything to the contrary contained herein, there will be a minimum Term equal to the greater of thirty-six (36) months or the remainder of the term for any individual Customer location added after the date of this Acceptance Agreement.
3. **AED Terms and Conditions.**
   a. Cintas will provide for use by Customer the Automatic External Defibrillator(s) selected by Customer in this Acceptance Agreement (the "AED Device(s)"). With each AED Device, Cintas will also provide for use: one battery, one set of pads, one Prep and Response Kit, and either one AED wall cabinet or one Grab N' Run Kit. Additional batteries, sets of pads, data recording cards, and other accessories are not included and may be purchased separately from Cintas.
   b. Cintas will deliver AED software updates when available and provide periodic service visits (at a minimum, once every six months) to check expiration dates of the battery and set of pads, to replace them if expired, and to confirm the status of the AED Device(s) through a visual inspection of the AED status indicator ("AED Services"). If Customer performs its own inspection and/or Customer identifies an expired battery or an expired set of pads, notes a fault of the AED status indicator, or identifies any other concern, Customer shall contact Cintas during normal business hours and Cintas will respond to Customer by the first business day following receipt of notice. Customer acknowledges that the scope of AED Services expressly excludes: performance of a risk or hazard analysis of any kind or type, providing regulatory guidance, or providing recommendations regarding the type, number, and placement or location of AED Device(s) at Customer's facility. Customer further agrees that Cintas has no responsibility to monitor the condition of the AED Device(s) between Cintas's periodic service visits. Customer bears sole responsibility for notifying Cintas of faults, alarms, or indications that an AED Device is not functioning properly in between Cintas's periodic service visits. Should Customer so notify Cintas, Cintas will respond to Customer by the first business day following receipt of notice and will perform a service visit within a reasonable time thereafter to provide a visual inspection of the AED status indicator and/or provide a replacement AED Device.
4. **WaterBreak® Cooler Units Terms and Conditions.**
   a. Customer acknowledges it is responsible for designating the location of the WaterBreak® Cooler Units (the "Waterbreak Unit(s)") at the Customer's facility(ies) and ensuring that the appropriate electrical and plumbing access is available prior to installation. Cintas may choose not to install Waterbreak Unit(s) if electrical and plumbing access is not reasonably available, technical issues are encountered (such as overcoming physical or technical barriers), or requirements are unusual or extensive, as determined by Cintas in its sole discretion. Customer acknowledges that, as part of any installation, Cintas may drill, cut, and otherwise alter improvements on the property (including walls, flooring, cabinetry, and other surfaces). If Cintas must drill or cut in order to complete the installation, Cintas is not responsible for repairing the altered surface, including but not limited to, patching, covering, painting, or texturing work.
   b. Customer shall not move or relocate Waterbreak Unit(s) or associated water lines after they are installed. If a Customer wishes to relocate Waterbreak Unit(s) or associated water lines, Customer must contact Cintas and Cintas shall perform the relocation. Cintas will charge a $150 fee for moving or relocating each Waterbreak Unit and/or associated water lines. In the event a boil advisory or similar notice is issued regarding the Customer's water source, Customer must take appropriate actions to ensure Waterbreak Unit(s) are not used during the advisory. Customer shall further ensure that the Waterbreak Unit(s) are not used after the advisory is lifted until such time that the Waterbreak Unit is serviced and the filter in the Waterbreak Unit is replaced. Customer shall be solely responsible for notifying Cintas of the advisory and that service is needed. Once the advisory is lifted, Customer shall contact Cintas to request a service of Waterbreak Unit(s); Cintas will charge a $100 fee for servicing and replacing the filter in each Waterbreak Unit.

CINTAS GENERAL SERVICE TERMS SECTION (cont.)

5. **Ownership of Rental Products.** Cintas maintains all right, title, and ownership of all rental products provided under this Acceptance Agreement including the AED Device(s) and Waterbreak Unit(s) (collectively, the "Rental Products"). Customer agrees it will not alter, repair, or otherwise make changes to the Rental Products. Customer agrees to protect Rental Products from mishap and misuse. If a Rental Product requires repair due to ordinary wear and tear, Cintas shall, at its sole discretion, either provide Customer with a replacement Rental Product or repair the Rental Product at no charge to Customer. If Cintas, in its sole discretion, determines a Rental Product must be repaired due to mishap or misuse that occurred while in Customer's possession, Cintas may charge Customer for the time, materials, and shipping involved in the repair of the Rental Product. In the event a Rental Product is lost, stolen, or damaged beyond repair, Customer agrees to pay a replacement cost set forth in the table below ("Replacement Cost"). If replacement is necessary and the Rental Product is still subject to the Term, the payment of the Replacement Cost does not release Customer of its obligations under the terms and conditions of this Acceptance Agreement. If a Rental Product must be replaced or repaired, Cintas, at its sole discretion, may elect to ship to Customer a replacement Rental Product and have Customer ship back to Cintas the Rental Product requiring repair or replacement (rather than Cintas physically delivering a replacement Rental Product). Upon receipt of a replacement Rental Product, Customer shall return to Cintas the original Rental Product, postage prepaid by Cintas, with the Customer taking reasonable care to protect the Rental Product during transit. At the end of the service, all Rental Products shall be returned to Cintas in the same condition as it was (they were) originally delivered, ordinary wear and tear excepted.

Rental Product	**Replacement Cost**
AED Device	$1,995
The Safety Director® Emergency Eyewash Station	$750
Waterbreak Unit	$1,000

6. **TRAINING ACKNOWLEDGEMENT.** CUSTOMER ACKNOWLEDGES AND AGREES ALL TRAINING COURSES ARE PROVIDED BY CINTAS FOR EDUCATIONAL PURPOSES ONLY AND MAY NOT BE RELIED UPON AS LEGAL ADVICE. THE INFORMATION PRESENTED IN ANY COURSE MAY NOT REFLECT THE MOST CURRENT LEGAL DEVELOPMENTS AND CINTAS DOES NOT PURPORT TO IMPLY OR GUARANTEE FULL COMPLIANCE WITH LOCAL, STATE OR FEDERAL REGULATIONS. AN ATTORNEY SHOULD BE CONTACTED FOR ADVICE ON SPECIFIC LEGAL ISSUES. CUSTOMER ACKNOWLEDGES AND AGREES IT BEARS THE SOLE RISK OF LOSS FOR ANY LOSS, INJURY OR DAMAGES RESULTING FROM OR RELATED IN ANY WAY TO CUSTOMER OR PARTICIPANT'S COMPLIANCE OR NON-COMPLIANCE WITH LAWS OR REGULATIONS. CINTAS SHALL HAVE NO LIABILITY TO CUSTOMER OR ANY OTHER PERSON RELATING TO OR RESULTING FROM TRAINING SERVICES OR INFORMATION PROVIDED IN CONNECTION WITH TRAINING SERVICES OR ANY DECISIONS MADE BY CUSTOMER AS A RESULT OF THE TRAINING PROVIDED.
7. **Federal Funds.** In no event will Cintas act as a subcontractor under a U.S. federal prime contractor or a subrecipient under a U.S. federal grant or cooperative agreement.
8. **Customer Funding Source.** Customer must select the appropriate response below:
   Is Customer a United States federal government agency or instrumentality, or will Customer pay for the goods and services ordered under this Acceptance Agreement with any United States government funds?
   ☐ Yes ☐ No
   (If Yes, Customer must provide any applicable U.S. government flowdown terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
9. **Additional Terms.** Customer must select the appropriate response below:
   Does Customer require any additional terms and conditions to be incorporated into this Acceptance Agreement, or is Customer accepting the Acceptance Agreement without additional terms?
   ☐ Yes, additional terms required ☐ No additional terms needed
   (If yes, Customer must provide any applicable additional terms and conditions, which will only be binding on Cintas if attached hereto and agreed to by Cintas prior to execution of this Acceptance Agreement).
10. I authorize Cintas to verify my credit on Credit.net and/or by contacting the parties provided. I am authorized to sign on behalf of this company. In addition, I authorize Cintas to open a new account on behalf of the company and deliver the products or services listed above at the agreed upon pricing and delivery terms.

Cintas Location #:	Customer Signature:
By: Brittany VanTuyle	Print Name:
Title:	Print Title:
Accepted-GM:	Email:
Cintas Matrix Account ☐ Yes ☐ No	Customer Contact:
Cintas MAM Partners:	Customer Contact Email:

Cintas Representative Initials: BV Customer Initials: _____

Accounts Payable Contact Billing Information

How should the Business Name read on the invoice?

Do you have other sites/locations within your company that are set up for billing with Cintas? ☐ **YES** ☐ **NO** ☐ **UNSURE**

Are you Tax Exempt? ☐ YES ☐ NO If Yes, where can I get a copy of your tax-exempt form?

PAYER INFORMATION: This section covers the address where the person who pays the bills is and their contact information.

Account Payable Contact Name:

Account Payable Contact Phone #:

Account Payable Email:

Payer Street Address:

City: ST/PROV: ZIP/PC:

We will use the Payer address above as the address that is used for credit reference/credit check if it is different from service address.

BILL-TO INFORMATION: This section covers **where the bill will be mailed/sent to.**

☐ **Same as Payer** OR ☐ **Same as Sold-To**

Bill-To Street Address:

City: ST/PROV: ZIP/PC:

WE CAN CUSTOMIZE HOW YOU RECEIVE YOUR BILL FOR PAYMENT PROCESSING

Invoice Delivery (choose one): ☐ **Leave at Site and Email** ☐ **Email Only** ☐ **Physically Mail** ☐ **Leave at site after service**

Do invoices require a purchase order? ☐ **YES** ☐ **NO** **If yes,** please provide PO#

Will the same PO need to appear on each invoice? ☐ **YES** ☐ **NO** Is there an expiration date?

PAYMENT TERMS: Net 30 Standard

PAYMENT OPTIONS

☐ **Check**

☐ **ACH/EFT -** We will have our ACH/EFT team contact the AP contact above with ACH/EFT payment details

☐ **Credit Card -** We will have our Payment Center contact the AP Contact above for credit card details

Unless noted below, your AP contact above will be automatically registered to manage your Cintas account online with myCintas Billing. myCintas allows you to conveniently access your account anytime using your computer, tablet, or mobile device!

Do not send information about Online Bill Pay (US Only)

Cintas Representative Initials: BV Customer Initials:

FIRST AID (cont.):

Continued from page 1

QUANTITY	MATERIAL	DESCRIPTION	UNIT PRICE	TOTAL

LOCATION LISTING

Cintas Representative Initials: BV Customer Initials: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: NOEMI RIOS, RISK MANAGER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CINTAS AED 5-YEAR SERVICE CONTRACT

CAO RLS FILE: RLS 24-90

DATE: MARCH 20, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Contract with Cintas for AED Machines and a Service Plan. Per our conversations, I have prepared a Piggyback Agreement for the City to enter into based on the University of Nebraska competitively bid and awarded contract with Cintas. It has been uploaded to Agenda Quick for your review.

Such 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

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

Meeting Date: 04/01/2024

Re: Inmate Medical

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of letter of support to Governor Ron DeSantis of HB 1023, sponsored by Representative Dana Trabulsy, regarding inmate medical expenditures in an effort to effectively manage public funds.

Attachments

Letter of Support

County Resolution

Form Review

Form Started By: Linda Cox Started On: 03/22/2024 10:16 AM

Final Approval Date: 03/22/2024

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

April 1, 2024

The Honorable Ron DeSantis
Governor of Florida
Executive Office of Governor Ron DeSantis
400 South Monroe Street
Tallahassee, FL 32399

RE: Request to Support House Bill 1023, St. Lucie County

Dear Governor Ron DeSantis:

In the best interest of St. Lucie County residents, the City of Fort Pierce requests your favorable support for HB 1023, St. Lucie County sponsored by Representative Dana Trabulsy.

In St. Lucie County, inmate medical bills on average are marked up 9,000 percent of the allowable Medicare rate but reach up to 27,000 percent for some procedures. Absent appropriate cost management tools, the egregious billing practices present a significant financial hardship to St. Lucie County and its taxpayers.

HB 1023 establishes standard and uniform rates to effectively manage public funds by limiting the reimbursement rate at the allowable Medicare rate plus ten percent. The bill not only provides safeguards to taxpayer dollars, but also aligns with the effective and longstanding tool for cost management measures for the Department of Corrections implemented by the state since 2008.

Accordingly, the City of Fort Pierce requests your favorable support of HB 1023.

Sincerely,

Linda Hudson
Mayor

RESOLUTION NO. 24-XXX

A RESOLUTION OF THE ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS IN SUPPORT OF 2024 FLORIDA HOUSE BILL 1023 OR SIMILAR LEGISLATION THAT LIMITS COMPENSATION TO A HEALTH CARE PROVIDER OR AN ENTITY THAT DOES NOT HAVE A CONTRACT WITH THE COUNTY TO PROVIDE SUCH SERVICES FOR AN INMATE HOUSED IN A ST. LUCIE COUNTY DETENTION CENTER

WHEREAS, the St. Lucie County Board of County Commissioners provides our constituents with a responsive and reflective local government; and

WHEREAS, the county is statutorily responsible for inmate health care costs and have been billed nearly $40 million in the last three fiscal years by health care providers; and

WHEREAS, without cost management measures, rising inmate medical costs will continue to impede St. Lucie County's ability to be fiscally responsible, plan appropriately, and make reasonable financial projections; and

WHEREAS, the State of Florida has proven that establishing a limit on inmate medical costs is an effective tool for cost management with the successful implementation of Laws of Florida 2009-63; and

WHEREAS, the St. Lucie County Board of County Commissioners, as part of their 2024 State Legislative Program, supports legislation that limits compensation to a health care provider or an entity that does not have a contract with the county to provide such services for an inmate housed in a St. Lucie County Detention Center.

NOW, THEREFORE, BE IT RESOLVED, BY THE ST. LUCIE COUNTY BOARD OF COUNTY COMMISSIONERS that the Board supports 2024 Florida House Bill 1023 or any other similar legislation.

This resolution shall take effect on adoption.

After motion and second, the vote on this resolution was as follows:

Cathy Townsend, Chair	XXX
Chris Dzadovsky, Vice-Chair	XXX
Commissioner Larry Leet	XXX
Commissioner Linda Bartz	XXX
Commissioner Jamie Fowler	XXX

PASSED AND DULY ADOPTED this 22nd day of March 2024.

DRAFT

ATTEST

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

_____
DEPUTY CLERK

BY: _____
CHAIR

APPROVED AS TO FORM
AND CORRECTNESS

_____
COUNTY ATTORNEY

DRAFT

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

Meeting Date: 04/01/2024

Re: Approval of the Interlocal Agreement Outlining Responsibilities of the Shared Public Safety Network

Submitted For: Jason Braun, Lieutenant, Police Department

SUBJECT:

Approval of an Interlocal Agreement between the Fort Pierce Police Department, Saint Lucie County Sheriff's Office, Port Saint Lucie Police Department, Saint Lucie County Fire District, and Saint Lucie County for a shared Computer Aided Dispatch (CAD) and Records Management System (RMS).

SUMMARY:

Our Computer Aided Dispatch (CAD) and Records Management System (RMS) is shared by the Saint Lucie County Emergency Operation Center, Saint Lucie County Fire District, Saint Lucie County Sheriff's Office, Port Saint Lucie Police Department, and Fort Pierce Police Department. By sharing the same system, costs are reduced for individual agencies and seamless integration of information between agencies is achieved.

After canceling the previous contract for Motorola's Premier One public safety system, the Emergency Operations Center's Board of Governors, after careful review, has recommended entering into a new agreement with Central Square Technologies to provide a shared public safety CAD and RMS solution. This Interlocal Agreement outlines the agency's shared public safety network responsibilities.

The attached Interlocal Agreement has been reviewed by and approved by the City Attorney.

RECOMMENDATION:

Staff recommends approval of the Interlocal Agreement.

ALTERNATIVES:

Not accept the Interlocal Agreement and purchase our own system separately.

RESPONSIBLE STAFF:

Jason Braun, Captain

COORDINATED WITH:

David Green, System Administrator

Fiscal Impact

Budgeted Y/N:	y
Fiscal Year:	2024
Account:	0013002.546750

Amount: $82,278.00

FISCAL IMPACT:

The initial five-year contract amount is $82,278.00 for year one, subject to 5% increase starting October 1, 2025.

Attachments

Interlocal Agreement

Exhibit 1

RLS Approval

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	03/28/2024 04:50 PM

Form Started By: Jason Braun Started On: 03/13/2024 06:59 PM

Final Approval Date: 03/28/2024

INTERLOCAL AGREEMENT
COMPUTER AIDED DISPATCH, RECORDS MANAGEMENT SYSTEM, & MOBILE COMPUTER TERMINAL/MOBILE FIELD REPORTING (CAD, RMS, & MCT/MFR) SYSTEM SHARED NETWORK

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this _____ day of _____, 2024, by the between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida (the "County"), the **ST. LUCIE COUNTY SHERIFF'S OFFICE** (the "Sheriff"); the **CITY OF FORT PIERCE**, ("Fort Pierce"); the **CITY OF PORT ST. LUCIE**, ("Port St. Lucie"); and the **ST. LUCIE COUNTY FIRE DISTRICT** ("SLCFD"), an independent special district of the State of Florida. The County, Sheriff, Fort Pierce, Port St. Lucie and SLCFD may be referred to individually as an "Public Safety Agency" or collectively as the "parties."

RECITALS

WHEREAS, the parties implemented a new CAD, RMS, & MCT/MFR system which consolidated and centralized the CAD, RMS & MCT/ MFR system in order to better serve the residents of the County and the cities; and,

WHEREAS, the parties determined that a shared network solution is needed for the implementation of the CAD, RMS & MCT/ MFR System Shared Network; and,

WHEREAS, the County has an Agreement with CentralSquare Technologies LLC, as successor in interest to SunGard Public Sector Inc. ("CentralSquare"), to provide support and maintenance for the County's purchased public safety software provided by CentralSquare for use by the parties at the costs detailed in Exhibit "1".

NOW, THEREFORE, the parties hereby agree and covenant on the terms and conditions hereinafter stated:

1. **RECITALS.** The foregoing recitals are hereby incorporated as forming the intent and purpose of this Agreement.

2. **GENERAL.** This Agreement is entered into pursuant to Section 163.01, Florida Statutes, the Florida Interlocal Cooperation Act. This Agreement embodies the whole understanding of the Public Safety Agencies. There are no promise, terms, conditions, or obligations other than those contained therein, and this Agreement shall supersede all previous telecommunications, representations, or agreement, either verbal or written, between the parties hereto.

3. **COUNTY RESPONSIBILITY.** This County shall be responsible for contract administration of all aspects of the CAD, RMS, & MCT/MFR software support and maintenance through the CentralSquare Software Maintenance Agreement. However, any proposed changes or amendments, including extensions, to the Agreement will be brought before the Board of Governors for consideration at a public meeting prior to implementation.

4. **PUBLIC SAFETY AGENCIES RESPONSIBILITY.** Each Public Safety Agency agrees to pay the County the Agency's share of the CAD, RMS, & MCT/MFR software support and maintenance within thirty (30) days of receipt of an invoice from the County for the period July 1, 2023 through September 30, 2023. The payment amounts are as set out in the attached Exhibit "1". Beginning with Fiscal Year 2023-2024 (October 1, 2023-September 30, 2024), and for the remainder of this Agreement, each Agency will receive a separate invoice detailing the amount owed and agrees to pay its share of the CAD, RMS, & MCT/MFR software support and maintenance directly to CentralSquare. Annual renewal invoices will be sent by CentralSquare and shall be received by each agency, subject to 5% increase starting October 1, 2025, as detailed in the Amendment to Software Agreement between Sungard Public Sector, Inc. and St. Lucie County (C11-06-180). The County will have no further obligation to invoice or collect payment on behalf of any other Agency.

5. **PARTY REPRESENTATIVES.** Each Agency shall appoint a representative to serve as a liaison in responding to matters related to the operation and maintenance of the CAD, RMS, & MCT/MFR system.

6. **CAD, RMS, & MCT/MFR SYSTEM.** In order to maintain the integrity of the CAD, RMS, & MCT/MFR system as a whole, the parties agree that it is critical to have all CAD, RMS, & MCT/MFR system components maintained to consistent and uniform standards.

7. **TERM; TERMINATION.** This Agreement shall be effective on the date it is recorded in the public records of St. Lucie County, Florida, and shall remain in effect through and including September 30, 2028, unless terminated as herein provided. Upon prior written mutual agreement of the parties, the term may be extended for additional five (5) year periods. This agreement may only be terminated by mutual agreement of the parties. Notwithstanding anything to the contrary herein, the Sheriff, Fort Pierce, Port St. Lucie, and/or SLCFD may choose to opt out of this Agreement effective October 1 of any fiscal year upon providing a minimum of six (6) months prior to written notice delivered to the other parties. Upon the expiration or prior termination of this Agreement, the parties agree that each agency shall remain liable to pay any and all monies due to CentralSquare and incurred prior to said expiration or termination. Any Public Safety Agency that opts out of this Agreement pursuant to this section shall remain individually responsible for monies due and owing to CentralSquare incurred prior to opting out.

8. **NOTICE.** All notices or other communications hereunder shall be in writing and shall be deemed duly given if delivered in person or sent by certified mail return receipt requested and addressed as follows:

If to County:
St. Lucie County Administrator
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

With a Copy to:
St. Lucie County Attorney
2300 Virginia Avenue, Annex
Fort Pierce, Florida 34982

If to Sheriff:
St. Lucie County Sheriff
4700 West Midway Road
Fort Pierce, Florida 34981

With a Copy to:
General Counsel
4700 West Midway Road
Fort Pierce, Florida 34981

If to Fort Pierce:
City Manager
City of Fort Pierce
100 N US 1
Fort Pierce, Florida 34950

With a Copy to:
City Attorney
City of Fort Pierce
100 N US 1
Fort Pierce, Florida 34950

If to Port St. Lucie:
City Manager
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

With a Copy to:
City Attorney
City of Port St. Lucie
121 SW Port St. Lucie Boulevard
Port St. Lucie, Florida 34984

If to SLCFD:
Fire Chief
5160 NW Milner Drive
Port St. Lucie, Florida 34983

With a Copy to:
District Attorney
5160 NW Milner Drive
Port St. Lucie, Florida 34983

9. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal and written agreement between the parties with respect hereto. This Agreement may only be amended by a written document, properly authorized, executed and delivered by the parties hereto. This Agreement shall be interpreted as a whole unit. All interpretations shall be governed by the laws of the State of Florida.

10. **FILING.** This Agreement any subsequent amendments hereto shall be filled with the Clerk of the Circuit Court of St. Lucie County pursuant to Section 163.01(11), Florida Statutes.

IN WITNESS WHEREOF, the Public Agencies have caused the execution by their duly authorized officials.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____

Deputy Clerk

Chair

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____

County Attorney

ATTEST:

_____
City Clerk

CITY OF FORT PIERCE

BY: _____
Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____
City Attorney

ATTEST:

City Clerk

CITY OF PORT ST. LUCIE

BY: _____

Mayor

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____

City Attorney

ST. LUCIE COUNTY SHERIFF

BY: _____

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____

General Counsel

WITNESSES:

_____

_____

ST. LUCIE COUNTY FIRE DISTRICT CHIEF

BY: _____

DATE: _____

APPROVED AS TO FORM AND CORRECTNESS:

_____

District Attorney

Exhibit 1: CentralSquare OneSolution Maintenance & Support Payment Breakdown

Product	St. Lucie County Public Safety Department	St. Lucie County Fire District	St. Lucie County Sheriff's Office	Fort Pierce Police Department	Port St. Lucie Police Department	Total
ONESolution Computer-Aided Dispatch System	$ 124,832.29	$ 40,922.15	$ 106,590.96	$ 77,404.81	$ 110,239.21	$ 459,989.42
ONESolution CAD to WestNet First-In Station Alerting System Interface (9/23 - 9/20)	$ -	$ 1,824.02	$ -	$ -	$ -	$ 1,824.02
ONESolution Rip & Run Printing/Faxing	$ -	$ 1,676.84	$ -	$ -	$ -	$ 1,676.84
ONESolution CAD to ZOLL Patient Care Reporting Software Interface	$ -	$ 1,731.81	$ -	$ -	$ -	$ 1,731.81
ONESolution MCT to Zoll Patient Care Reporting Software Interface	$ -	$ 1,528.07	$ -	$ -	$ -	$ 1,528.07
ONESolution CAD Resource Monitor Display License With Maps	$ -	$ -	$ 77.92	$ 77.92	$ 77.92	$ 233.76
ONESolution Crime Analysis Plus	$ -	$ -	$ 1,628.57	$ 1,628.57	$ 1,628.57	$ 4,885.71
ONESolution MFR Client-Canine	$ -	$ -	$ 467.53	$ 467.53	$ 467.53	$ 1,402.58
ONESolution Residential Security Watch	$ -	$ -	$ 272.88	$ 272.88	$ 272.88	$ 818.63
ONESolution Animal Control	$ -	$ -	$ -	$ -	$ 1,355.89	$ 1,355.89
ONESolution MCT Client AVL License	$ -	$ -	$ -	$ -	$ 2,647.48	$ 2,647.48
ONESolution PS Dev & Maint	$ -	$ -	$ -	$ -	$ 689.39	$ 689.39
ONESolution Felony Registration	$ -	$ -	$ 171.14	$ -	$ -	$ 171.14
ONESolution CAD to CryWolf Interface	$ -	$ -	$ -	$ -	$ -	$ -
NaviLine State Connect Subscription Fee	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Field Training Online-Cloud Subscription Fee	$ -	$ -	$ 2,425.50	$ 2,425.50	$ 2,425.50	$ 7,276.50
ONESolution Field Training Online-Cloud Maintenance Fee	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Accident	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Accident Wizard	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Accident Wizard Base Server License	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Alpha Numeric Paging	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution APCO Meds Interface	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Asset Management	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Barcoding Hand-Held Client License	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Barcoding Server License	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Bike Registration	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution CAD Client AVL License	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution CAD Console License	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution CAD Map Display & Map Maintenance Software License	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution CAD Map Display & Map Maintenance Software License	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution CAD to ACS FIREHOUSE RMS Interface	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Calls For Service	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Canine Tracking	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Computer-Aided Dispatch System Enterprise License Upgrade	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Crime Analysis	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Document Scanning and Storage	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution E911 Interface	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Emergency Pro Export	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Gang	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Generic Permit	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Link Analysis	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MCT Client AVL License	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MCT Client AVL License	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MCT Client License for Message Switch	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MCT Client-Digital Dispatch	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MCT Client-MAPS	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MCT to ACS FIREHOUSE Interface	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MFR Client	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MFR Client-Accident Reporting	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MFR Client-Arrest Affidavit	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MFR Client-Arrest	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MFR Client-Citation	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MFR Client-MOBLAN Version	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution MFR Client-Racial Profiling	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Mobile Field Reporting Server	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Mobile Server Software	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Mobile Server Software Site License Upgrade	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Multi-Jurisdictional Dispatch Option	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Multi-Jurisdictional RMS Option	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Notification	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution OpCenter for CAD	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution OpCenter for RMS	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Pagegate Interface	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Parking Ticket Administration	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Police-to-Citizen	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Police-to-Police Subscription Fee	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Problem-Oriented Policing	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Professional Standards	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Property & Evidence	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Quartermaster	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Racial Profiling	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Records Management System	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Records Management System Site License Upgrade	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution RMS Map Display & Pin Mapping License	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution RMS Training Module	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution Sex Offender	$ -	$ -	$ -	$ -	$ -	$ -
ONESolution State/NCIC Messaging Software	$ -	$ -	$ -	$ -	$ -	$ -
OSSI CAD Custom Modifications	$ -	$ -	$ -	$ -	$ -	$ -
GRAND TOTAL	**$ 124,832.29**	**$ 47,682.89**	**$ 111,634.49**	**$ 82,277.21**	**$ 119,804.36**	**$ 486,231.24**

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JASON BRAUN, CAPTAIN

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW FOR FORM AND CORRECTNESS: INTERLOCAL AGREEMENT AND MANAGEMENT CONTROL AGREEMENT

CAO RLS FILE: RLS 24-96

DATE: MARCH 28, 2024

I have reviewed the Interlocal Agreement. The Interlocal Agreement references Exhibit 1, which was later emailed to me and I have uploaded to Agenda Quick. Please make sure it is attached to the Interlocal Agreement when presented to the City Commission for approval. The Interlocal Agreement indicates the Fort Pierce Police Department will be billed directly from Central Square subject to a 5% increase beginning October 1, 2025. This term was not contained in the previous Interlocal Agreement. The Interlocal Agreement is valid for three (3) years from that date, plus it may be extended for five (5) year increments thereafter. You should be aware of the significant cost increase that may occur. You will be responsible for terminating this Interlocal Agreement should the cost become prohibitive. You must provide at lest six (6) months notice prior to October 1 of each year to terminate the Interlocal Agreement. With that understanding, the Interlocal Agreement is approved as to form and correctness.

I have made changes to the signature page of the Management Control Agreement to include a signature line by the Mayor for the City of Fort Pierce and the names of the others who will be signing the Agreement. It has been uploaded for your review. With the updated signature page, the Management Control Agreement is approved as to form and correctness. It will need to be placed on an Agenda for the City Commission to approve.

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. e.**

Meeting Date: 04/01/2024

Re: Florida League of Cities IEMO II

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of travel for Commissioner Curtis Johnson to attend the FLC IEMO II in Altamonte Springs, Florida from April 11, 2024, to April 13, 2024, in the amount of $1042.74.

SUMMARY:

IEMO II is a great resource for elected officials sponsored by the Florida League of Cities.

RECOMMENDATION:

Approve

ALTERNATIVES:

Deny

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Curtis Johnson, Commissioner.

Attachments

Travel Documents

Form Review

Form Started By: Latoya Ransom Started On: 03/28/2024 08:12 AM

Final Approval Date: 03/28/2024

REGISTRATION INFORMATION
Florida League of Cities
IEMO II

TRAVEL EXPENSE STATEMENT

HOTEL INFORMATION
Embassy Suite by Hilton Orla
225 Shorecrest Drive
Altamonte Springs, Fl 32701
407-834-2400

DATE: **03.27.2024**

1. TRAVELER'S NAME: Curtis Johnson
2. DEPARTURE DATE: 04.11.2024
3. RETURN DATE: 04.13.2024
4. DESTINATION: Altamonte Springs
5. CODE CHARGE: **00-11000540300**
6. AMT BUDGETED: 15,000.00

DEPARTMENT: City Clerk
DEPARTURE TIME: 4:00 PM
RETURN TIME: 4:00 PM
PURPOSE: IEMO II

7. BALANCE AVAILABLE: **$10,063.56**

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 # 93572819		462.56		
BAGGAGE ALLOWANCE ($5 PER PERSON)			5.00	
* COMMUNICATION:				
* FARES: AIR FARE				
* TAXI, BUS				
* CAR RENTAL				
* MILEAGE @ 0.67 260			174.20	
* GASOLINE EXPENSE				
* TOLL ROAD FEES OR PARKING FEES			8.26	
* MISC. EXPENSES				
MEALS				
0 BREAKFAST @ $8.00			0.00	
2 LUNCH @ $8.00			16.00	
3 DINNER @ $20.00			60.00	
SPECIAL LUNCHEON/BANQUET			0.00	
7% STATE TAX			5.32	
15% GRATUITIES			11.40	
TOTALS	0.00	762.56	280.18	

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: _____
REFUND DUE CITY: _____
REFUND DUE EMPLOYEE: _____

TRAVEL APPROVED BY: Rhonda Coy
DEPARTMENT SUPERVISOR

_____
CITY MANAGER
(220 WITH CITY MANAGER
SIGNATURE ACCEPTED)

EXPENSES ARE ALSO INCLUDED
FOR THE FOLLOWING PERSONS:

_____
_____
_____

* RECEIPT REQUIRED
REV 1/24 DLN

Latoya Ransom

From: memberservices@flcities.com
Sent: Wednesday, March 27, 2024 12:21 PM
To: Latoya Ransom
Subject: Order Confirmation

Follow Up Flag: Follow up
Flag Status: Flagged

You don't often get email from memberservices@flcities.com. Learn why this is important

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Order Confirmation

Here are the details of your order. Please retain this email for your records.

Order Number: 138926
Order Date: Mar 27, 2024 12:18 PM
Bill To: Curtis Johnson, Jr.
Order Total: 300.00
Payment Method: Visa **********0908 06/2024
Name on Card: Dana Neville

Item	Price	Quantity	Total
IEMO II April 2024 - Curtis Johnson, Jr. *When:* Apr 12, 2024 8:00 AM - Apr 13, 2024 4:00 PM *Where:* Embassy Suites by Hilton Orlando North 225 Shorecrest Dr. Altamonte Springs, FL 32701 United States *Registration option:* Apr 12, 2024 8:00 AM - Registration Fee	300.00	1	300.00

Item Total	300.00
Shipping	0.00
Handling	0.00
Item Grand Total	300.00
Transaction Grand Total	300.00
Payment Amount	300.00

Latoya Ransom

From: Dana Neville
Sent: Wednesday, March 27, 2024 12:23 PM
To: Latoya Ransom
Subject: Fw: Your Apr-11-2024 Confirmation #93572819

FYI

From: Embassy Suites by Hilton Confirmed <noreply@h6.hilton.com>
Sent: Wednesday, March 27, 2024 12:17 PM
To: Dana Neville <dneville@cityoffortpierce.com>
Subject: Your Apr-11-2024 Confirmation #93572819

You don't often get email from noreply@h6.hilton.com. Learn why this is important

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

[X]

Hilton

Join Hilton Honors
Get instant benefits by joining – for free.

See you soon, Curtis Johnson

Your reservation for Apr-11-2024 has been confirmed.

Confirmation #93572819



Embassy Suites by Hilton Orlando North

225 Shorecrest Drive
Altamonte Springs FL 32701 US

+14078342400

Maps & Directions>>

11 THU APR	2 Nights	13 SAT APR
Check In: 4:00 PM		Check Out: 11:00 AM

Add to Calendar

[ ]

Your Room Information

Your Room Information + −

Guest Name:	Curtis Johnson
Guests:	1 Adult
Rooms:	1
Room Plan:	1 KING BD STE ATRIUM NS
Your Rate Information	BEST AVAILABLE RATE

Rate per night	
11-Apr-2024 - 12-Apr-2024	174.00 USD
12-Apr-2024 - 13-Apr-2024	239.00 USD
Total for Stay per Room Rate	**413.00 USD**
Taxes	49.56 USD
Total price for Stay	**462.56 USD**

Modify Your Reservation >>

FLC
FLORIDA LEAGUE OF CITIES

Sign in Cart

IEMO II April 2024

The Florida League of Cities is proud to bring you the Institute for Elected Municipal Officials II (IEMO II) program on **April 12-13, 2024**, at the **Embassy Suites by Hilton Orlando North** in Altamonte Springs.

Who should attend IEMO II:
This educational program is specially designed for graduates of IEMO.

About IEMO II:
Created more than 25 years ago, the intensive two-day program features classes and workshops focusing on the numerous aspects of municipal government. Session topics include effective council techniques, media relations, planning and growth management, advanced revenue and finances, and personnel and labor issues. IEMO II registration fee includes all classes, continental breakfasts, refreshment breaks and lunch on Friday and Saturday.

A certificate of attendance is provided upon successful completion of the program.

Hotel Information:
Reservations can be made here and must be completed by **Thursday, March 21, 2024.** To take advantage of the special reduced room rate, mention the **Florida League of Cities/Institute for Elected Municipal Officials**. The room rate is $164.00 per night and self-parking is complimentary.

Cancellations:
Cancellations/transfer requests must be received and confirmed in writing by 5:00 pm on Friday, **April 5, 2024** to be eligible for a refund. A $25.00 processing fee will be applied to all cancellations. Substitutions are accepted and encouraged. Refunds will be processed after the program. We reserve the right to cancel the IEMO II training. If the training is cancelled, the registration fee will be refunded in full. A certificate of attendance is provided upon successful completion of the program.

Agenda

IEMO II training begins Friday, April 12, 2024, at 8:00 a.m. and ends on Saturday, April 13, 2024, at 4:00 p.m.

Friday, April 12, 2024

8:00 a.m. – 8:30 a.m.	Registration/Continental Breakfast
8:30 a.m. – 9:00 a.m.	Introductions and Overview

9:00 a.m. – 12:00 p.m.	Effective Council Techniques: Decision-Making Models
10:00 a.m. – 10:15 a.m.	Refreshment Break
12:00 p.m. – 1:30 p.m.	Working Lunch
1:30 p.m. – 5:00 p.m.	Planning and Land Use
3:00 p.m. – 3:15 p.m.	Refreshment Break
5:00 p.m.	Class Adjourns

Saturday, October 28, 2023

7:30 a.m. – 8:00 a.m.	Light Continental Breakfast
8:00 a.m. – 12:00 p.m.	Advanced Revenue and Finances for Cities
9:30 a.m. – 9:45 a.m.	Refreshment Break
12:00 p.m. – 1:00 p.m.	Working Lunch
1:00 p.m. – 4:00 p.m.	Building Your City's Team: Personnel and Labor Issues
2:30 p.m. – 2:45 p.m.	Refreshment Break
4:00 p.m.	Class Adjourns

Note: Meeting rooms may be chilly, please bring a jacket or sweater.

When 4/12/2024 8:00 AM - 4/13/2024 4:00 PM
Eastern Daylight Time

Where Embassy Suites by Hilton Orlando North
225 Shorecrest Dr.
Altamonte Springs, FL 32701

Note: If there are additional registration options for this event, they will be shown below. To add an additional option, click the blue *Add* button to the left of the item(s). If there are no additional options available for this event, or additional options are available and you have successfully added the appropriate ones to the registration, click the gold *Proceed to checkout* button on the bottom right to continue on to the next registration step.

Sign in to register

100 US-1
to **225 Shorecrest Dr**

1 hr 59 min
129.7 miles

IRS reimbursement: **$86.90**



Head toward Avenue A on N US Highway 1 (US-1 N). Go for 266 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 49.3 mi.

Then 49.3 miles



Take exit 180 toward US-192/West Melbourne/Melbourne/Hospital. Go for 0.5 mi.

Then 0.5 miles



Turn left onto SR-500 (US-192). Go for 44.4 mi.

Then 44.4 miles



Take ramp onto Florida's Tpke toward Florida's Turnpike/Ocala/Miami/North Ocala. Go for 14.4 mi.

Then 14.4 miles



Keep left onto I-4 Express Ln. Go for 15.4 mi.

Then 15.4 miles



Keep right toward SR-436/SR-434/Altamonte Spgs/Longwoog. Go for 0.2 mi.

Then 0.2 miles



Continue on I-4 E (SR-400). Go for 0.6 mi.

Then 0.6 miles

EXIT

Take exit 92 toward Casselberry onto SR-436 E (E Altamonte Dr). Go for 0.6 mi.

Then 0.6 miles

Turn left onto Cranes Roost Blvd. Go for 0.1 mi.

Then 0.1 miles

Turn left onto Shorecrest Dr. Go for 364 ft.

Then 0.07 miles

Turn right onto Altamonte Town Center Dr. Go for 30 ft.

Then 0.01 miles

Turn left. Go for 161 ft.

Then 0.03 miles

225 Shorecrest Dr
Altamonte Springs, FL 32701-4348

Tollsmart

Calculate toll costs for any routes across North America, Western Europe and these countries

For 2-axle passenger vehicles only. For additional vehicle sizes visit https://trucks.tollsmart.com.

Summary

Distance:	**127 mi**
Duration:	**01:59**
Toll Cost (Cash) USA:	**$5.18**
Toll Cost (Transponder) USA:	**$4.13**

http://maps.google.com?saddr=100+North+US+Highway+1,+Fort+Pierce,+FL,+USA&daddr=Embassy+Suites+by+Hilton+Orlando+North,+S

Details

Florida's Turnpike: Ticket System

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (SunPass, K-TAG, PIKEPASS, SunPass PRO, E-ZPass® (from any state), NC Quick Pass, E-PASS, LeeWay, Peach Pass or BC-PASS): $4.13 No Pass (one-time entry fee): $5.18 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle vehicle

Summary

Distance:	**133 mi**
Duration:	**02:12**
Toll Cost (Cash) USA:	**$1.72**
Toll Cost (Transponder) USA:	**$1.45**

http://maps.google.com?saddr=100+North+US+Highway+1,+Fort+Pierce,+FL,+USA&daddr=Embassy+Suites+by+Hilton+Orlando+North,+S

Details

Florida's Turnpike - Northern Coin System

CASH IS NOT ACCEPTED IN THIS LOCATION! Fee with a Transponder/Pass (SunPass, K-TAG, PIKEPASS, SunPass PRO, E-ZPass® (from any state), NC Quick Pass, E-PASS, LeeWay, Peach Pass or BC-PASS): $1.45 No Pass (one-time entry fee): $1.72 If you drive through this gantry without a transponder, your license plate would be photographed and you would be asked to pay by mail (or online, which may be a preferred option). Additional service charges may apply. Vehicle Class 2-axle vehicle

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 04/01/2024

Re: Selvitz PD Large-Scale FLUMA - Adoption Hearing

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

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. Parcel ID's: 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4 - SECOND READING

SUMMARY:

This item requests the review and adoption of a Major Future Land Use Map Amendment (23-03ESR).

Staff are requesting a review of 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). Parcel ID's: 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4 as submitted by the agent for the applicant Daniel Sorrow of Cotleur & Hearing.

.

The proposed major Future Land Use Map Amendment (FLUMA) was approved by City Commission at its October 16th, 2023, Regular City Commission meeting. The application was transmitted for review by the Department of Economic Opportunity (DEO), now the Department of Commerce, and other State agencies, as required under the provisions of FL State Statute 163.3184(3).

The Department of Economic Opportunity reviewed the application under the expedited state review process (Amendment No. 23-03ESR). The City were notified that the DEO had no comment on the proposed amendment on November 21st, 2023.

Other State Agencies recommended approval of the application. Certain Agencies included 'Technical Comments', which staff have included within the agenda item.

This second public hearing to consider the adoption of the Major FLUMA, must be held within 180 days of the receipt of agency comments (dated November 21st, 2023) or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184{3){c)l., F.S.

This hearing is within the required 180-day period.

The adopted amendment must be rendered to the Department. Under Section

163.3184(3){c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

RECOMMENDATION:

Staff recommends that the City Commission ADOPT the proposed FLUMA and authorize the Planning Director to notify the Department of Commerce of the action.

ALTERNATIVES:

1. Adopt with changes.

or

2. Not Adopt.

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 23-057
Staff Presentation
Staff Report
Staff Report Supporting Documents
Transmittal Documentation
Transmittal Responses
Public Notice Certification
Proof of Publication
CA Memo 23-057

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/03/2023 04:49 PM
City Manager	Nick Mimms	03/20/2024 05:03 PM
Form Started By: Vennis Gilmore		Started On: 10/02/2023 11:18 AM
Final Approval Date: 03/20/2024		

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:

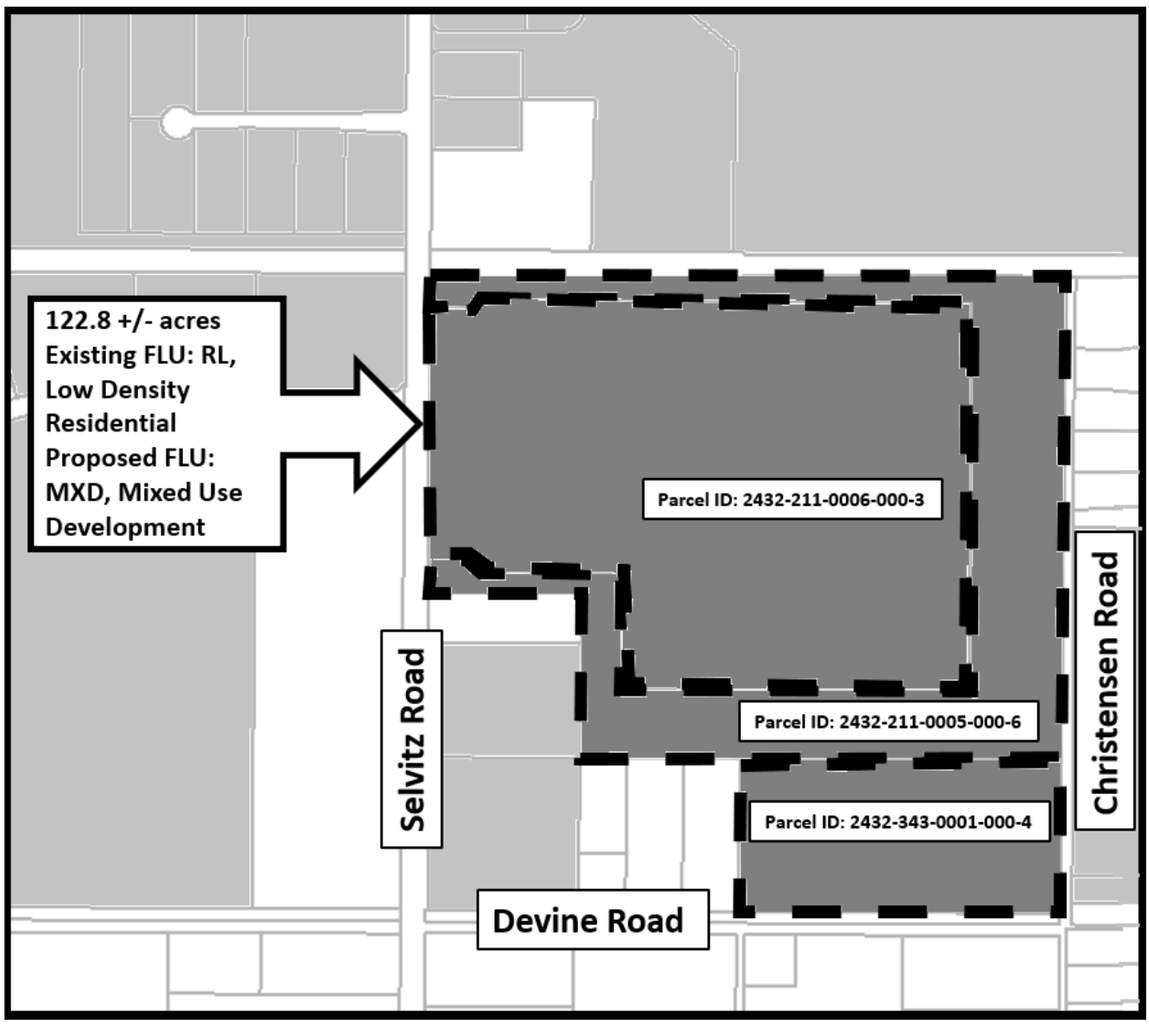
_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Future Land Use

Mixed Use Development, MXD



CITY OF FORT PIERCE

CITY COMMISSION

April 1st, 2024

Selvitz Road Mixed Use PD – FLUMA

ADOPTION – SECOND HEARING

(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)

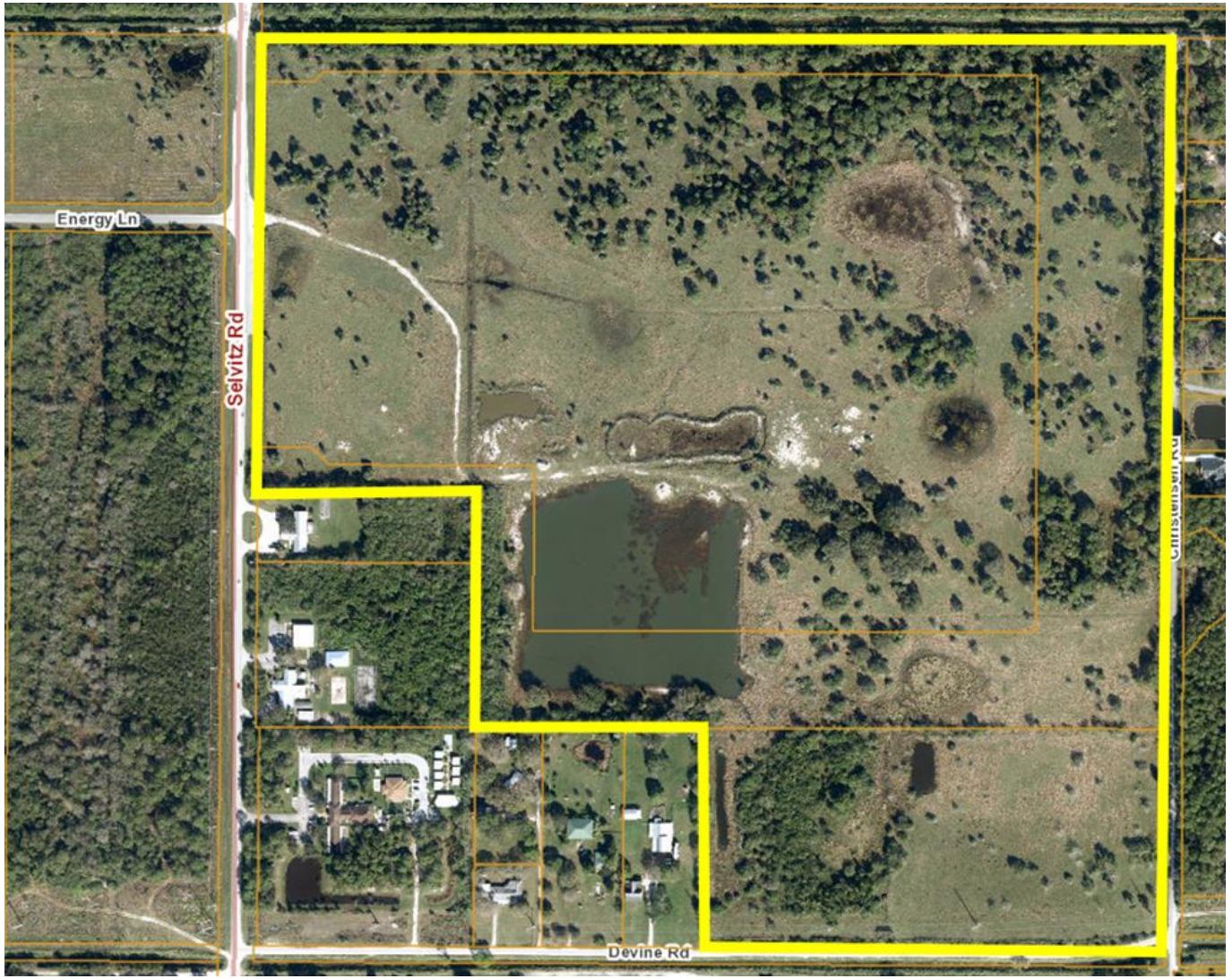
PARCEL ID #(S):

2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4

SUMMARY

This item requests the review and adoption of a Future Land Use Map Amendment (23-03ESR), 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

BACKGROUND

The Planning Board recommended approval of the FLUMA request at their July 12th, 2023, meeting.

The City Commission approved the application for transmittal at its October 16th, 2023, Regular City Commission meeting.

The application was transmitted for review by the Department of Economic Opportunity (DEO), now titled the Department of Commerce, and other State agencies, as required under the provisions of FL State Statute 163.3184(3), on October 27th, 2023.

STATE REVIEW RESPONSES

The Department of Economic Opportunity reviewed the application under the expedited state review process (Amendment No. 23-03ESR). The City were notified that the DEO had no comment on the proposed amendment on November 21st, 2023. Other State Agencies recommended approval of the application, some included ‘Technical Assistance’ comments.

AGENCY TECHNICAL ASSISTANCE COMMENTS

DEPARTMENT OF TRANSPORTATION

Technical Assistance Comment #1

Changes to other elements of the comprehensive plan to achieve consistency with the future land use change are not included with the transmittal package. Per Section 163.3177(2), F.S., the several elements of the comprehensive plan shall be consistent. Where data is relevant to several elements, consistent data shall be used and each map depicting future conditions must reflect the principles, guidelines, and standards within all elements.

Recommendation for Technical Assistance Comment #1

The City should consider updating the Transportation Element of the Comprehensive Plan as part of the adopted amendment, including at a minimum, to amend Map 2-14 (Future 2030 Number of Lanes) to include Selvitz Road as a thoroughfare roadway and designate it as a future 4 lane facility consistent with the needs identified in the traffic analysis provided for the amendment. Changes to the Capital Improvements Element should also be considered as appropriate.

Applicant's Response:

The applicant agrees that these other elements of the Comprehensive Plan should be amended in the future to reflect more recent conditions and improvements that will be required for higher levels of service in the future.

AGENCY TECHNICAL ASSISTANCE COMMENTS

DEPARTMENT OF TRANSPORTATION

Technical Assistance Comment #2

There are no identified cost feasible capacity improvements for Selvitz Road between Midway Road and Glades Cut-Off Road in the St. Lucie Transportation Planning Organization (TPO) Smart Moves 2045 Long Range Transportation Plan. It is not clear that the capacity improvement identified in the traffic study on Selvitz Road can be funded for construction prior to or concurrent with the impacts of development.

Recommendation for Technical Assistance Comment #2

The City should coordinate with the TPO regarding future capacity needs on Selvitz Road and inclusion of the roadway as cost feasible in the Smart Moves 2045 Long Range Transportation Plan. This can help ensure that the roadway is positioned to capitalize on future funding opportunities directed by the TPO.

Applicant's Response:

The applicant agrees with this coordination for future needs and capacities on Selvitz Road. The improvements on Selvitz related to this project will be provided as required.

AGENCY TECHNICAL ASSISTANCE COMMENTS

DEPARTMENT OF TRANSPORTATION

Technical Assistance Comment #3

Information submitted with the amendment indicates that there is a funded capacity project to widen Selvitz Road to four lanes between Edwards Road and Glades Cut-Off Road. The traffic study submitted with the amendment recommends four lanes on Selvitz Road from Midway Road to the amendment site. This recommendation leaves an approximate 2/3-mile gap on Selvitz Road as a two-lane section.

Recommendation for Technical Assistance Comment #3

The Department recommends that the City update its Transportation Element consistent with the recommendation for technical assistance comment #1.

Applicant's Response:

Acknowledged, please see the response to comment #1.

AGENCY TECHNICAL ASSISTANCE COMMENTS

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

The South Florida Water Management District (District) has completed its review of the Future Land Use Map amendment package submitted by City of Fort Pierce (City). There appears to be no regionally significant water resource issues; however, the District offers the following technical guidance regarding Regional Water Supply Planning:

The City is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Upper East Coast (UEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the UEC Water Supply Plan Update on November 10, 2021. Therefore, the City's Work Plan was to be updated and adopted by May 2023; however, the District has not received the updated Work Plan for review to date. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands.

FPUA and the applicant has been advised of the comments. No response has been received from FPUA.

Applicant's Response: Although this comment does not pertain to the Selvitz Mixed Use project directly, the applicant acknowledges the comment.

AGENCY TECHNICAL ASSISTANCE COMMENTS

ST. LUCIE COUNTY PLANNING AND DEVELOPMENT SERVICES

The Division does not have specific comments on the Future Land Use Map Amendment, however, provides the following advisory comments relative to a future Planned Development for the site.

1. The Preliminary Plan provides for several dozen single-family units along Christensen Road, a County right-of-way. The County's Comprehensive Plan seeks design of an internal street(s) to serve new residential development, with some consideration to large lot agricultural residential development with direct frontage, therefore access to the roadway.

Applicant's Response: The applicant agrees to provide large lots of no less than 165' wide along Christensen Road, which has the capacity to service the few proposed lots.

AGENCY TECHNICAL ASSISTANCE COMMENTS

CITY OF PORT ST. LUCIE

The project will not result in adverse deficiencies to roadways within the City of Port St. Lucie, and as such the City offers no objections to the proposal as currently designed.

Applicant's Response: Acknowledged.

AGENCY TECHNICAL ASSISTANCE COMMENTS

KITTLESON & ASSOCIATES

1. The trip generation in Table 2 was reviewed and was found acceptable for evaluating the highest and best use development programs for the current and proposed Future Land Use designations.

Applicant's Response: Acknowledged.

2. Table 5 shows the reduced development program that includes 1,842 multifamily units, 535 KSF of office and 535 KSF of retail. The resulting internal capture of 24.9% included 43.8% internal capture from the multifamily component. This appears extremely high. Support would be needed to show that nearly half of all trips by the multifamily land use will stay internal to the site.

Applicant's Response: The multifamily housing project is tailored and marketed to meet the workforce need of the office and retail/light industrial uses. The internal capture rate is based on marketing analytics of the Relationship between housing and employment.

AGENCY TECHNICAL ASSISTANCE COMMENTS

KITTLESON & ASSOCIATES

3. The development program and trip generation in Table 7 for the rezoning was reviewed and verified to use the highest and best uses and intensifies.

Applicant's Response: Acknowledged.

4. Table 7 includes the rates/formulas for LUC 150, Warehouse, rather than LUC 710, Office, which was used in the trip generation calculations.

Applicant's Response: LUC 710 Office which was used in the trip generation calculations generates more trips than LUC 150 Warehouse. The row showing the formula for Warehouse ITE code 150 was not used in the trip Generation calculation and can be ignored.

AGENCY TECHNICAL ASSISTANCE COMMENTS

TREASURE COAST REGIONAL PLANNING COUNCIL

No adverse effects on regional resources or facilities and no extra jurisdictional impacts have been identified. However, prior to the approval of any development plan, Council would suggest that the City obtain confirmation of the availability of all services including potable water and sanitary sewer, transportation, police and fire, schools, and parks/recreation to the site and, if not currently available, a timeline for availability.

Applicant's Response: LUC 710 Office which was used in the trip generation calculations generates more trips than LUC 150 Warehouse. The row showing the formula for Warehouse ITE code 150 was not used in the trip Generation calculation and can be ignored.

AGENCY TECHNICAL ASSISTANCE COMMENTS

FLORIDA DEPARTMENT OF COMMERCE

The Florida Department of Commerce (Florida Commerce) has reviewed the proposed comprehensive plan amendment for the City of Fort Pierce (Amendment No. 23-03ESR) received on October 27th, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

Applicant's Response: No Comment.

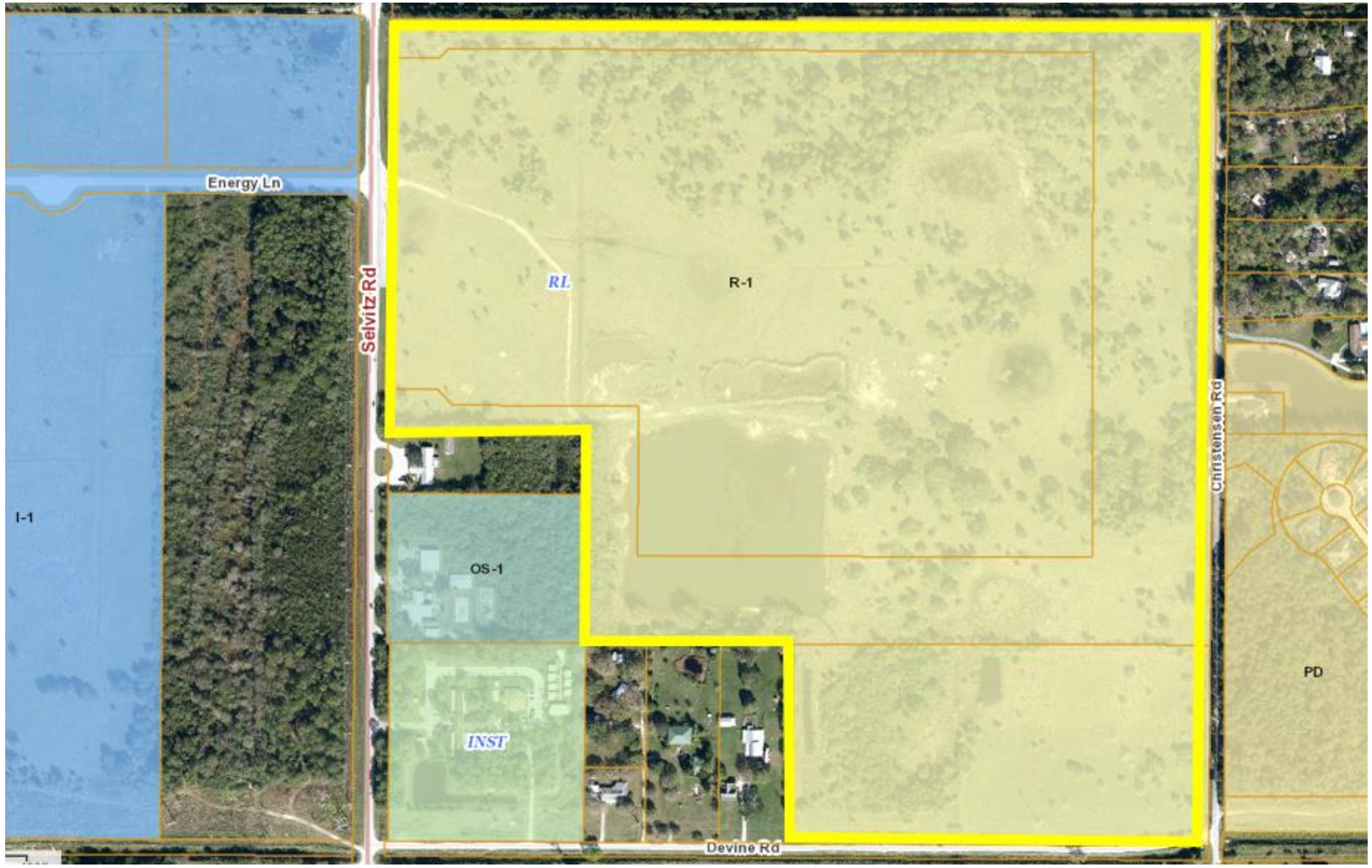
EXISTING/PROPOSED FLU - ZONING

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 – MAXIMUM BUILDOUT POTENTIAL

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)	6.5	798	0.0	0.0 SQ.FT
PROPOSED	MIXED USE DEVELOPMENT (MXD)	15	1842	1.5	8,023,752.0 SQ.FT
	INCREASE / (DECREASE)		1044		8,023,752.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

LARGE-SCALE FUTURE LAND USE MAP AMENDMENT

Staff recommends that the City Commission ADOPT the proposed FLUMA and authorize the Planning Director to notify the Department of Commerce of the action.

- ❑ **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**

- **<u>Alternative actions of the City Commission:</u>**

- Adopt with changes.

or

- Not Adopt.

CITY OF FORT PIERCE

CITY COMMISSION

April 1st, 2024

Selvitz Road Mixed Use PD – FLUMA

ADOPTION – SECOND HEARING

(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
PLANNING DEPARTMENT

PROJECT: **SELVITZ ROAD MIXED-USE PD FLUMA – SECOND HEARING**

REVIEWER: **VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR**

DATE: **3/19/2024**

STAFF REPORT

Owner: Selvitz I LLC, Selvitz II LLC, Selvitz III LLC (Donald Stevenson)

Applicant: Daniel Sorrow – Cotleur & Hearing

Requested Action: A review of an 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).

Location: Generally located at or near the northeast corner of Selvitz Road and Devine Road and just west of Christensen Road in Fort Pierce.

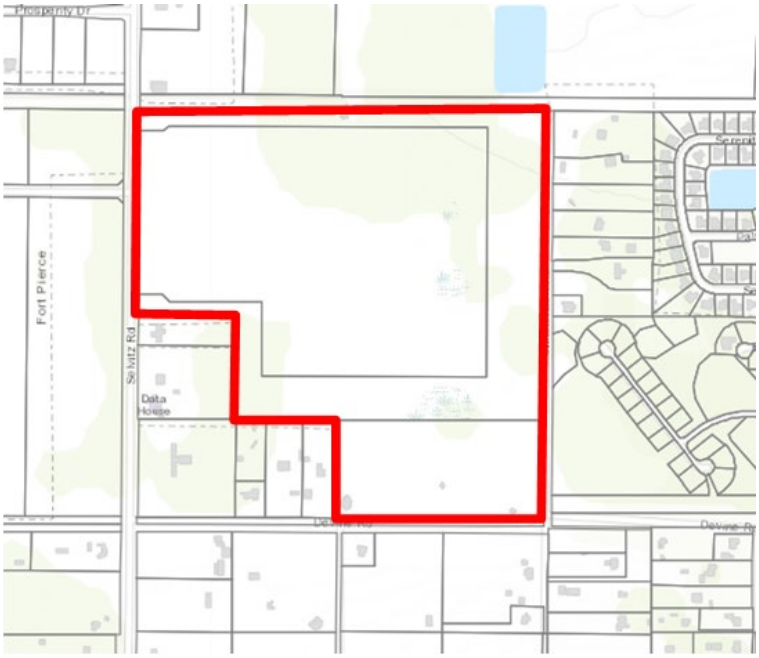
Parcel IDs: 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4.

Site Area: 122.8 +/- Acres.

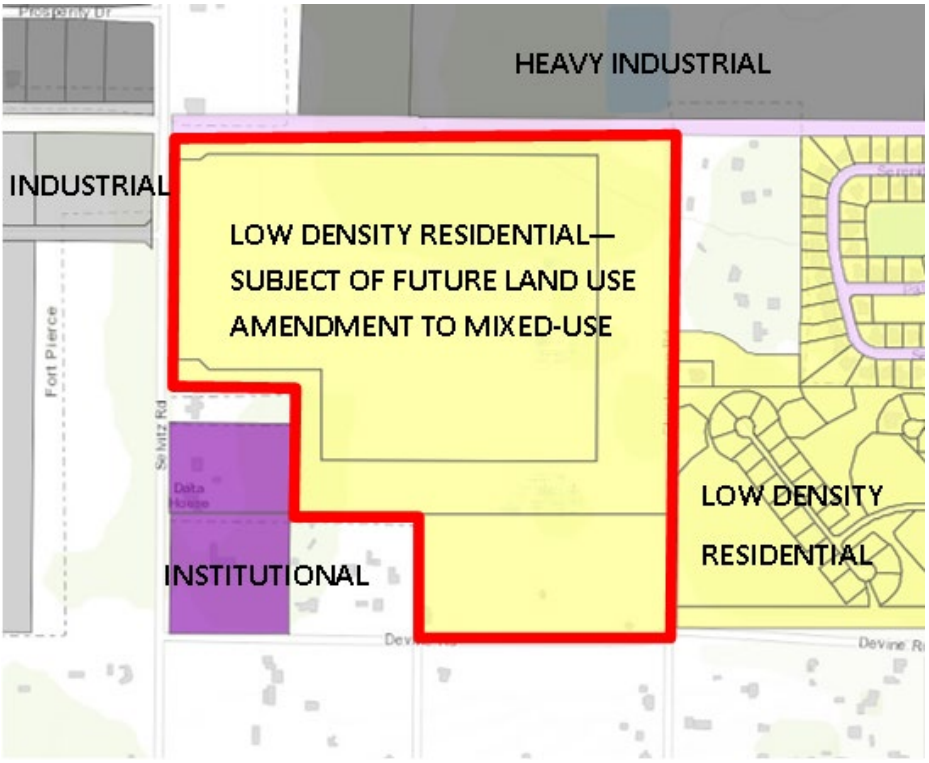
Current Future Land Use: RL, Low Density Residential.

Zoning: Subject of Commission Action of existing R-1, Low Density Residential with a proposed PD, Planned Development.

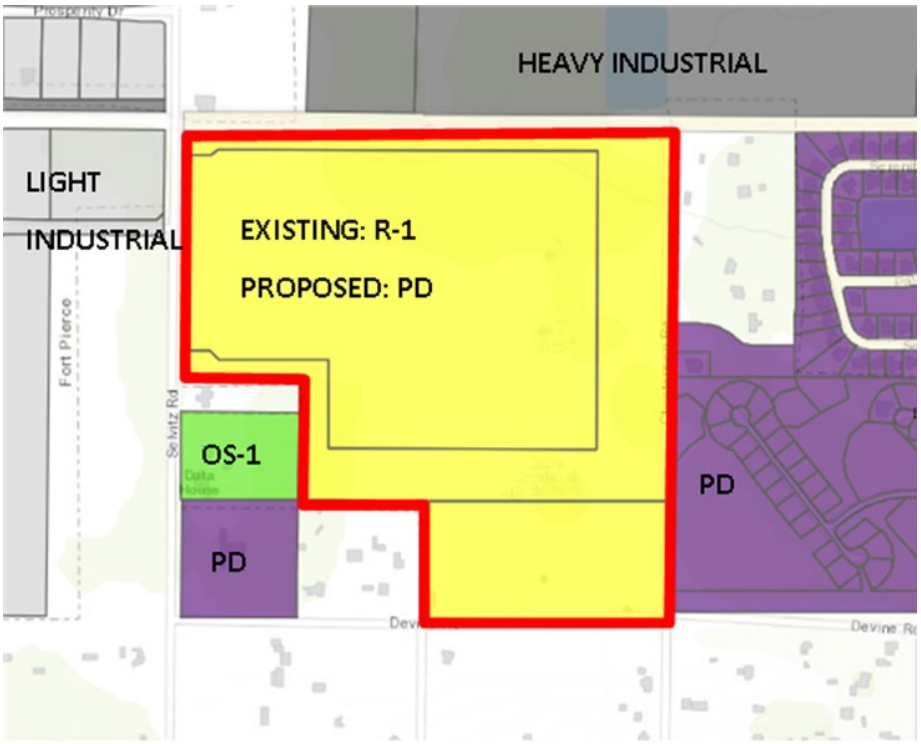
Location Map:



Future Land Use Map:



Zoning Map:



Utilities: Located within the FPUA Service Area

Staff Analysis (Second Reading)
This item requests the review and adoption of a Major Future Land Use Map Amendment (23-03ESR).

Staff are requesting a review of 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). Parcel ID's: 2432-211-0006-000-3, 2432-211-0005-000-6, and 2432-343-0001-000-4 as submitted by the agent for the applicant Daniel Sorrow of Cotleur & Hearing.

.

The proposed major Future Land Use Map Amendment (FLUMA) was approved by City Commission at its October 16th, 2023, Regular City Commission meeting. The application was transmitted for review by the Department of Economic Opportunity (DEO), now the Department of Commerce, and other State agencies, as required under the provisions of FL State Statute 163.3184(3).

The Department of Economic Opportunity reviewed the application under the expedited state review process (Amendment No. 23-03ESR). The City were notified that the DEO had no comment on the proposed amendment on November 21st, 2023.

Other State Agencies recommended approval of the application. Certain Agencies included 'Technical Comments', which staff have included within the agenda item.

This second public hearing to consider the adoption of the Major FLUMA, must be held within 180 days of the receipt of agency comments (dated November 21st, 2023) or the amendment shall be deemed withdrawn unless extended by agreement with notice to the Department and any affected party that provided comment on the amendment pursuant to Section 163.3184{3}{c)l., F.S.

This hearing is within the required 180-day period.

The adopted amendment must be rendered to the Department. Under Section 163.3184(3){c)2. and 4., F.S., the amendment effective date is 31 days after the Department notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by the Department or the Administration Commission.

Summary of Technical Review Committee
All affected departments have reviewed the proposed FLU Amendment for consistency with the requirements of the City Code and Comprehensive Plan. Findings and comments from review by affected departments, and the corresponding responses and plan amendments by the applicant are provided for consideration.

Staff Recommendation

Staff recommends that the City Commission ADOPT the proposed FLUMA and authorize the Planning Director to notify the Department of Commerce of the action.

Reasons:

- 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

Alternative Commission Action

ADOPT with changes.
or
NOT ADOPT

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

January 12, 2024

Vennis Gilmore, Assistant Planning Director
City of Fort Pierce Planning Department
100 North US 1
Fort Pierce, FL 34950

Project: Selvitz Mixed-Use Project
Subject: Conditions of Approval

Vennis,

Please accept this letter to formally suggest three conditions of approval to the land use amendment and rezoning for the above-mentioned project, namely the improvements to Pod 2 (the eastern edge of the project site).

1. For the lots in Pod 2 which have direct access from Christensen Road, the lot widths will be approximately +/- 165 feet to match and be consistent with the existing residential lots east of Christensen Road.

2. The applicant will improve the northern end of Christensen Road by constructing a cul-de-sac to allow for easier turnaround at the end of the road.

3. A small passive recreation area will be constructed consistent with the attached Exhibit A at the southern edge of Pod 2, at the intersection of Devine Road and Christensen Road.

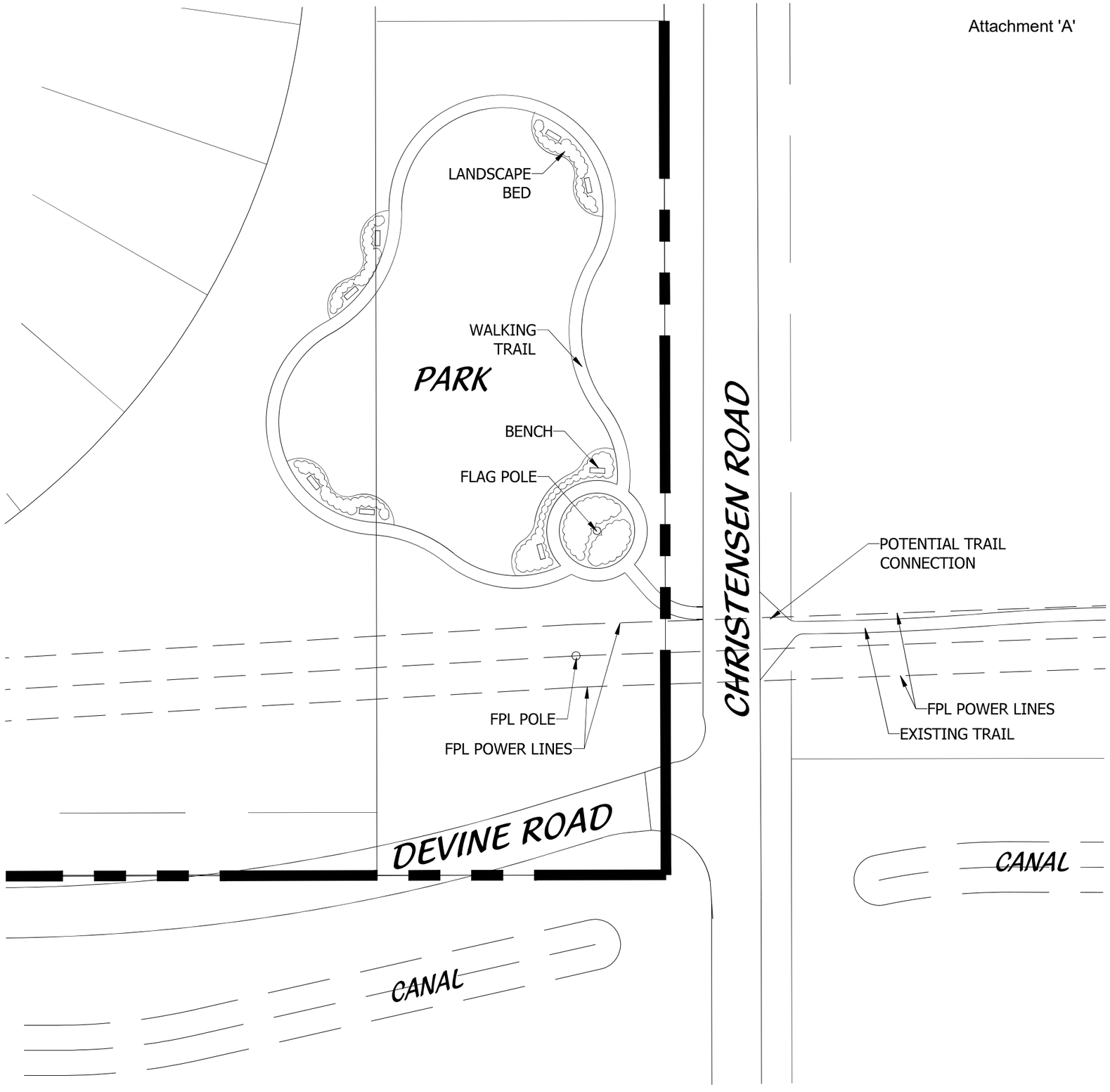
These commitments will enhance Christensen Road and address the community's concerns regarding compatibility and public benefits of the project. The recreational area at the southeastern corner of the site provided enhancements to the area and a community space for the public. This area with walking trails is also a potential pedestrian connection point between the Selvitz community and the areas to the east and south of the property. If you have any questions about these improvements, please do not hesitate to contact me at 561-747-6336 or dsorrow@cotleur-hearing.com.

Sincerely,



Daniel Sorrow, Project Manager
Cotleur & Hearing
1934 Commerce Ln, Suite 1
Jupiter, FL 33458

Attachment 'A'



DEVINE RD & CHRISTENSEN RD PARK EXHIBIT

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-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	01-12-24
REVISIONS	

SHEET 1 OF 1

© 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.

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

January 12, 2024

Vennis Gilmore
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

Project Name: Selvitz Road Mixed-Use

Project Type: Future Land Use Map Amendment

Project Number: TRC 22-06000008

Dear Vennis,

Please accept this letter as the official response to third-party reviewers from state and other regional and local agencies. Please note that some comments that were made pertain to the PD rezoning and conceptual master plan.

Florida Department of Commerce

No comments on the proposed Future Land Use Map Amendment.

Treasure Coast Regional Planning Council

1. No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified. However, prior to the approval of any development plan, Council would suggest that the City obtain confirmation of the availability of all services including potable water and sanitary sewer, transportation, police and fire, schools, and parks/recreation to the site and, if not currently available, a timeline for availability.

Response: Acknowledged, these availabilities will be confirmed at site plan submittal for the upcoming phases.

Florida Department of Transportation

1. Changes to other elements of the comprehensive plan to achieve consistency with the future land use change are not included with the transmittal package. Per Section 163.3177(2), F.S., the several elements of the comprehensive plan shall be consistent. Where data is relevant to several elements, consistent data shall be used and each map depicting future conditions must reflect the principles, guidelines, and standards within all elements.

Recommendation: The City should consider updating the Transportation Element of the Comprehensive Plan as part of the adopted amendment, including at a minimum, to amend Map 2-14 (Future 2030 Number of Lanes) to include Selvitz Road as a thoroughfare roadway and designate it as a future 4 lane facility consistent with the needs identified in the traffic analysis provided for the amendment. Changes to the Capital Improvements Element should also be considered as appropriate.

Response: The applicant agrees that these other elements of the Comprehensive Plan should be amended in the future to reflect more recent conditions and improvements that will be required for higher levels of service in the future.

2. There are no identified cost feasible capacity improvements for Selvitz Road between Midway Road and Glades Cut-Off Road in the St. Lucie Transportation Planning Organization (TPO) Smart Moves 2045 Long Range Transportation Plan. It is not clear that the capacity improvement identified in the traffic study on Selvitz Road can be funded for construction prior to or concurrent with the impacts of development.

Recommendation: The City should coordinate with the TPO regarding future capacity needs on Selvitz Road and inclusion of the roadway as cost feasible in the Smart Moves 2045 Long Range Transportation Plan. This can help ensure that the roadway is positioned to capitalize on future funding opportunities directed by the TPO.

Response: The applicant agrees with this coordination for future needs and capacities on Selvitz Road. The improvements on Selvitz related to this project will be provided as required.

3. Information submitted with the amendment indicates that there is a funded capacity project to widen Selvitz Road to four lanes between Edwards Road and Glades Cut-Off Road. The traffic study submitted with the amendment recommends four lanes on Selvitz Road from Midway Road to the amendment site. This recommendation leaves an approximate 2/3-mile gap on Selvitz Road as a two-lane section.

Recommendation: The department recommends that the City updates its Transportation Element consistent with the recommendation for comment #1.

Response: Acknowledged, please see the response to comment #1.

South Florida Water Management District

There are no regionally significant water resource issues, however;

1. The City is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Upper East Coast (UEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the UEC Water Supply Plan Update on November 10, 2021. Therefore, the City's Work Plan was to be updated and adopted on May 2023; however, the District has not received the updated Work Plan for review to date. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands.

Response: Although this comment does not pertain to the Selvitz Mixed Use project directly, the applicant acknowledges the comment.

St. Lucie County Planning and Development Services

The Division does not have specific comments on the Future Land Use Map Amendment, however, provides the following advisory comments relative to a future Planned Development for the site.

1. The Preliminary Plan provides for several dozen single-family units along Christensen Road, a County right-of-way. The County's Comprehensive Plan seeks design of an internal street(s) to

serve new residential development, with some consideration to large lot agricultural residential development with direct frontage, therefore access to the roadway.

Response: The applicant agrees to provide large lots of no less than 165' wide along Christensen Road, which has the capacity to service the few proposed lots.

2. During the Transmittal Hearing, it was suggested that residential traffic may be routed away from the intersection of Energy Lane and Selvitz Road, in favor of a separate access further south (roughly 650-710ft away). This segment of Selvitz Road is anticipated to become a four-lane divided arterial in the future, therefore project access points, volumes, and full-access potential will require close examination.

Response: The applicant is providing two access points along Selvitz Road for safety measures and to separate residential from industrial uses. Access points are provided in locations that are outlined consistent with the county right-of-way code.

3. "Devine Road", a NSLRWCD Canal bordering the southern property line of the petition site, contains a dirt travel way that is used by a handful of residential units for access to Selvitz Road. Attention to any future access or trip assignment to this canal right-of-way should be carefully considered.

Response: The proposed Selvitz Mixed Use project will not utilize Devine Road for access.

4. Residential development within the project should be appropriately separated and buffered from active industrial development in the area.

Response: The residential portions of this development will have ample buffering and distancing from the industrial areas to the north and the light industrial uses allocated in the northwestern portion of the development.

City of Port St. Lucie

The project will not result in adverse deficiencies to roadways within the City of Port St. Lucie, and as such the City offers no objections to the proposal as currently designed.

Response: Acknowledged.

Kittleson & Associates

1. The trip generation in Table 2 was reviewed and was found acceptable for evaluating the highest and best use development programs for the current and proposed Future Land Use designations.

Response: Acknowledged.

2. Table 5 shows the reduced development program that includes 1,842 multifamily units, 535 KSF of office and 535 KSF of retail. The resulting internal capture of 24.9% included 43.8% internal capture from the multifamily component. This appears extremely high. Support would be needed to show that nearly half of all trips by the multifamily land use will stay internal to the site.

Response: The multifamily housing project is tailored and marketed to meet the workforce need of the office and retail/light industrial uses. The internal capture rate is based on marketing analytics of the relationship between housing and employment.

3. The development program and trip generation in Table 7 for the rezoning was reviewed and verified to use the highest and best uses and intensities.

Response: Acknowledged.

4. Table 7 includes the rates/formulas for LUC 150, Warehouse, rather than LUC 710, Office, which was used in the trip generation calculations.

Response: LUC 710 Office which was used in the trip generation calculations generates more trips than LUC 150 Warehouse. The row showing the formula for Warehouse ITE code 150 was not used in the trip generation calculation and can be ignored.

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

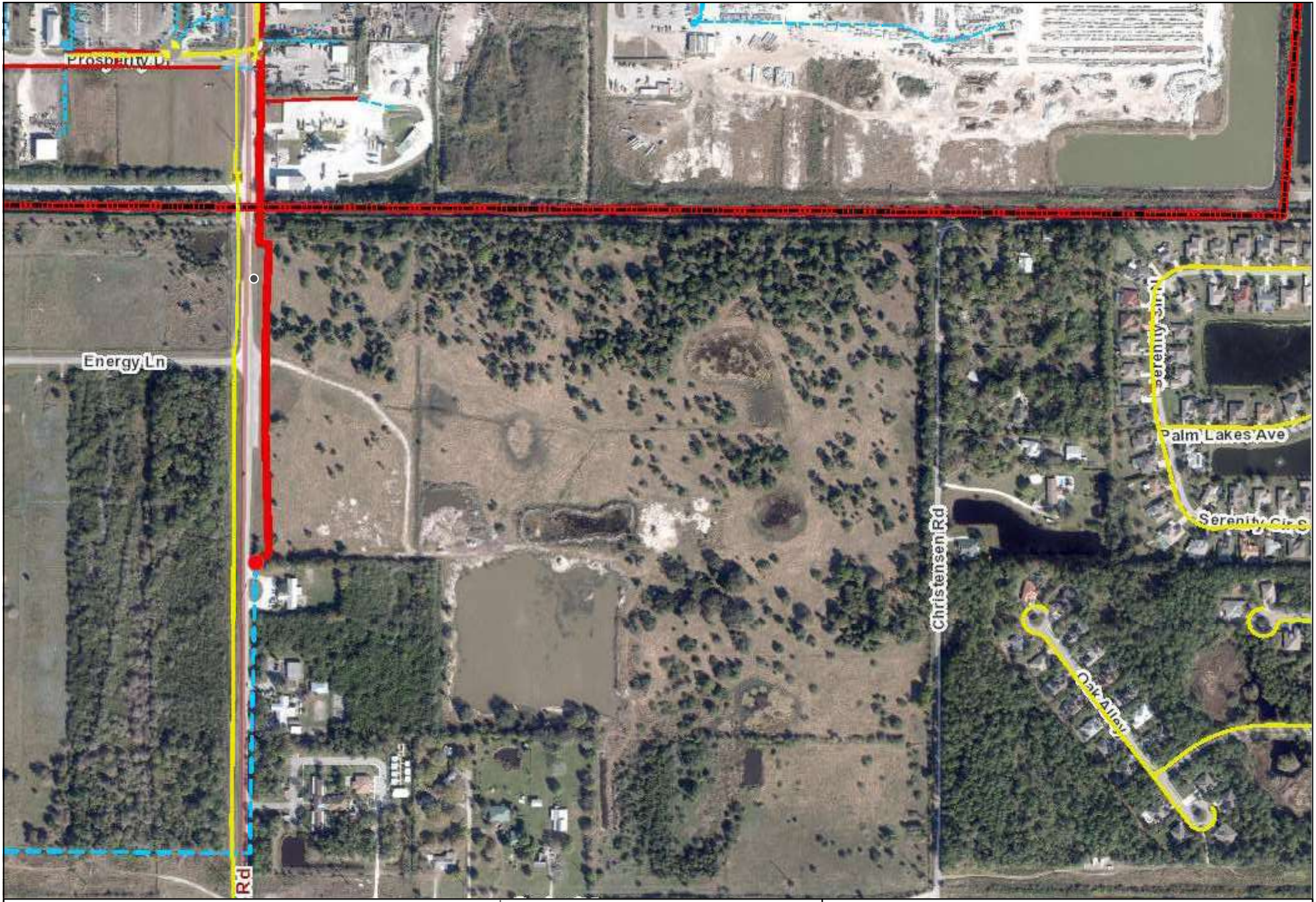
Comments:

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
- 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

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

Site Plan Approved: _____

Site Plan Approved with conditions: _____

Site Plan Approval pending written acknowledgement of conditions: ___X____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com**
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

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 Vennis Gilmore, Assistant Planning Director Ryan Altizer, Senior Planner 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

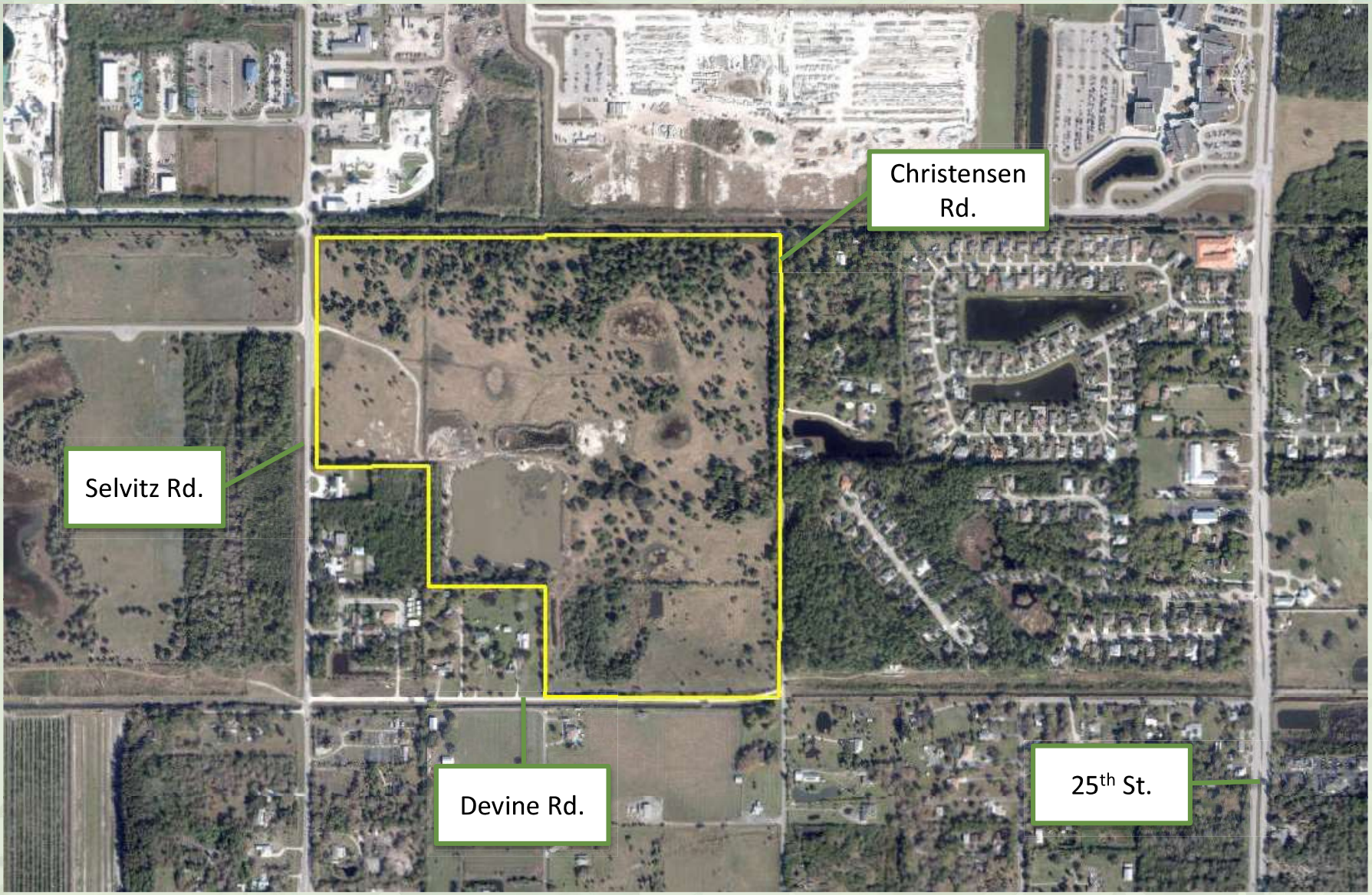
Location | Context Road Network

Cotleur & Hearing



Aerial | Existing Conditions

Cotleur & Hearing



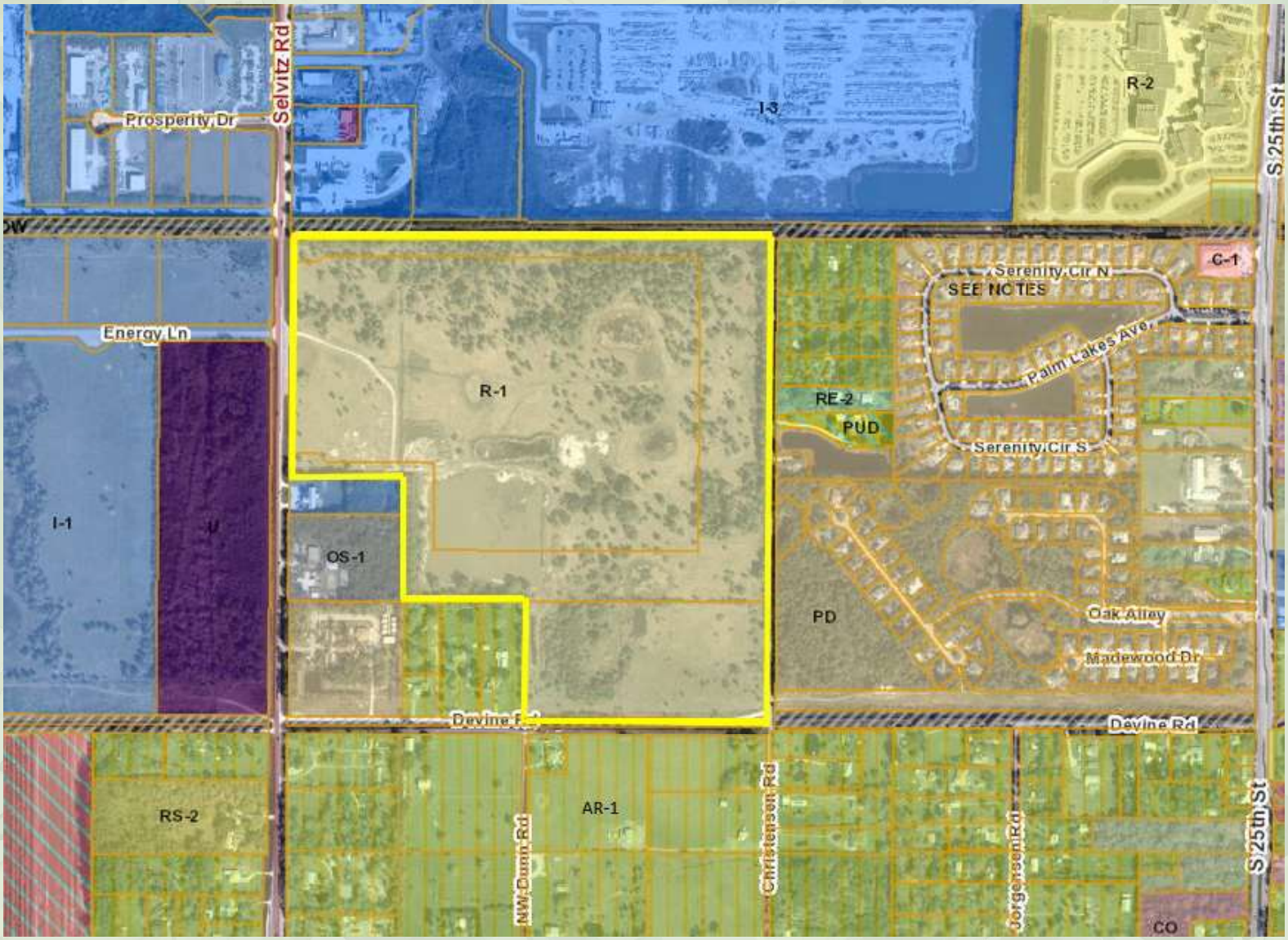
FLUM | Existing Future Land Uses



Selvitz Road Mixed-Use

City of Fort Pierce, FL

Zoning | Existing Zoning Designations

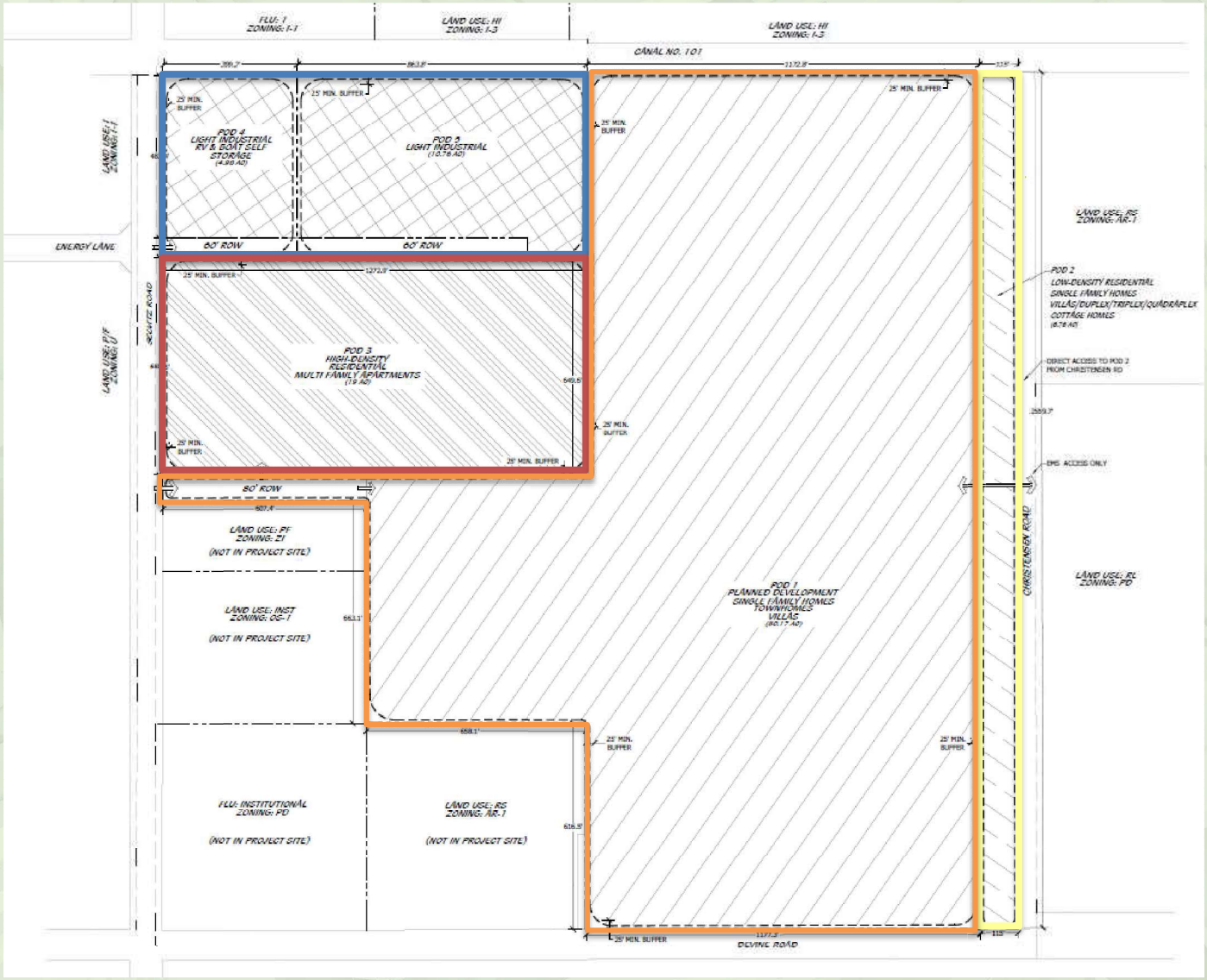


Selvitz Road Mixed-Use

City of Fort Pierce, FL

Planned Development | Bubble Plan

Cotleur & Hearing



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
- Mariana Arias Sanz, AICP
- Phoebe Prentner

Traffic Engineer – MacKenzie Engineering & Planning

- Shaun MacKenzie, PE

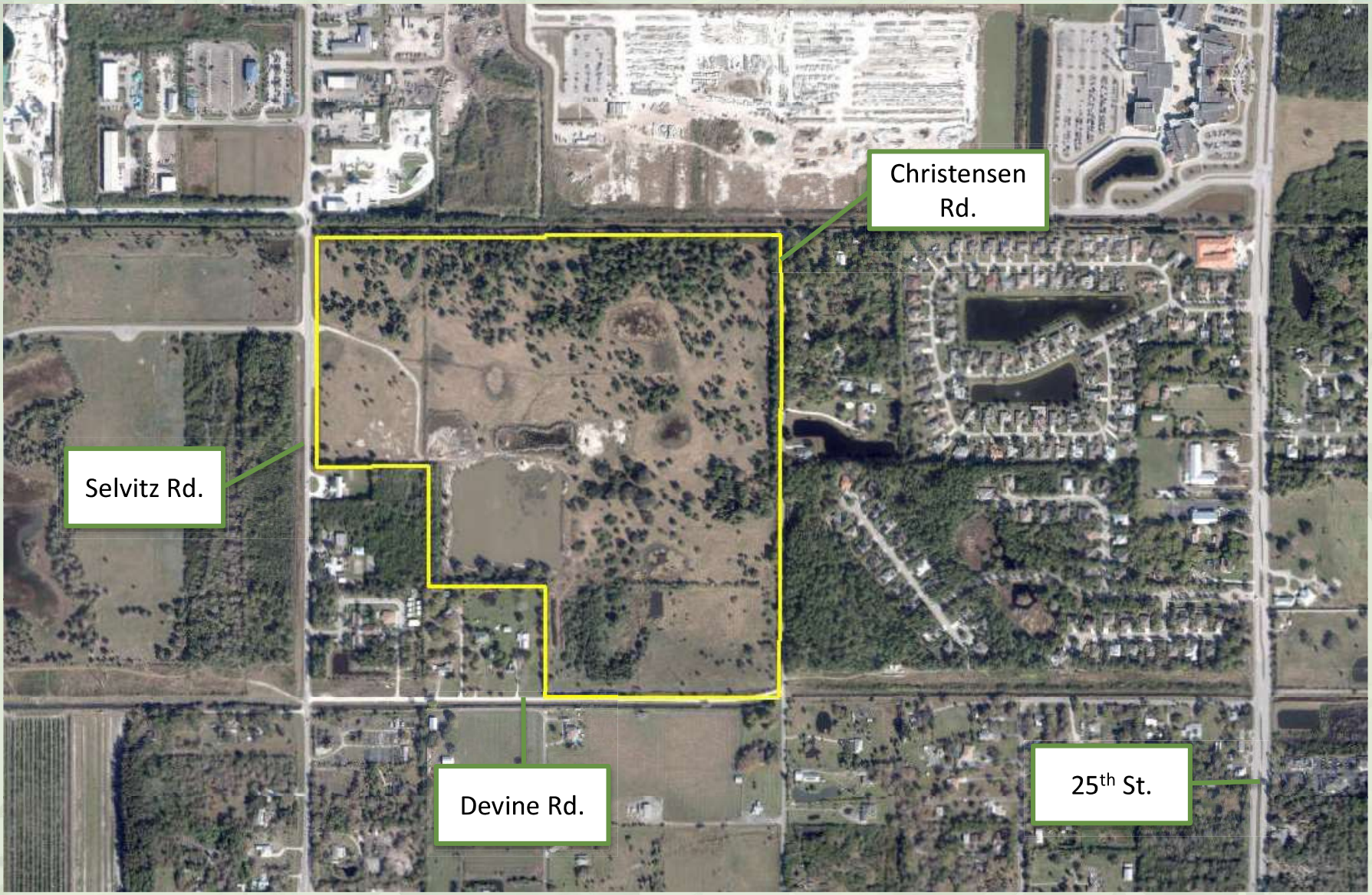
Location | Context Road Network

Cotleur & Hearing



Aerial | Existing Conditions

Cotleur & Hearing



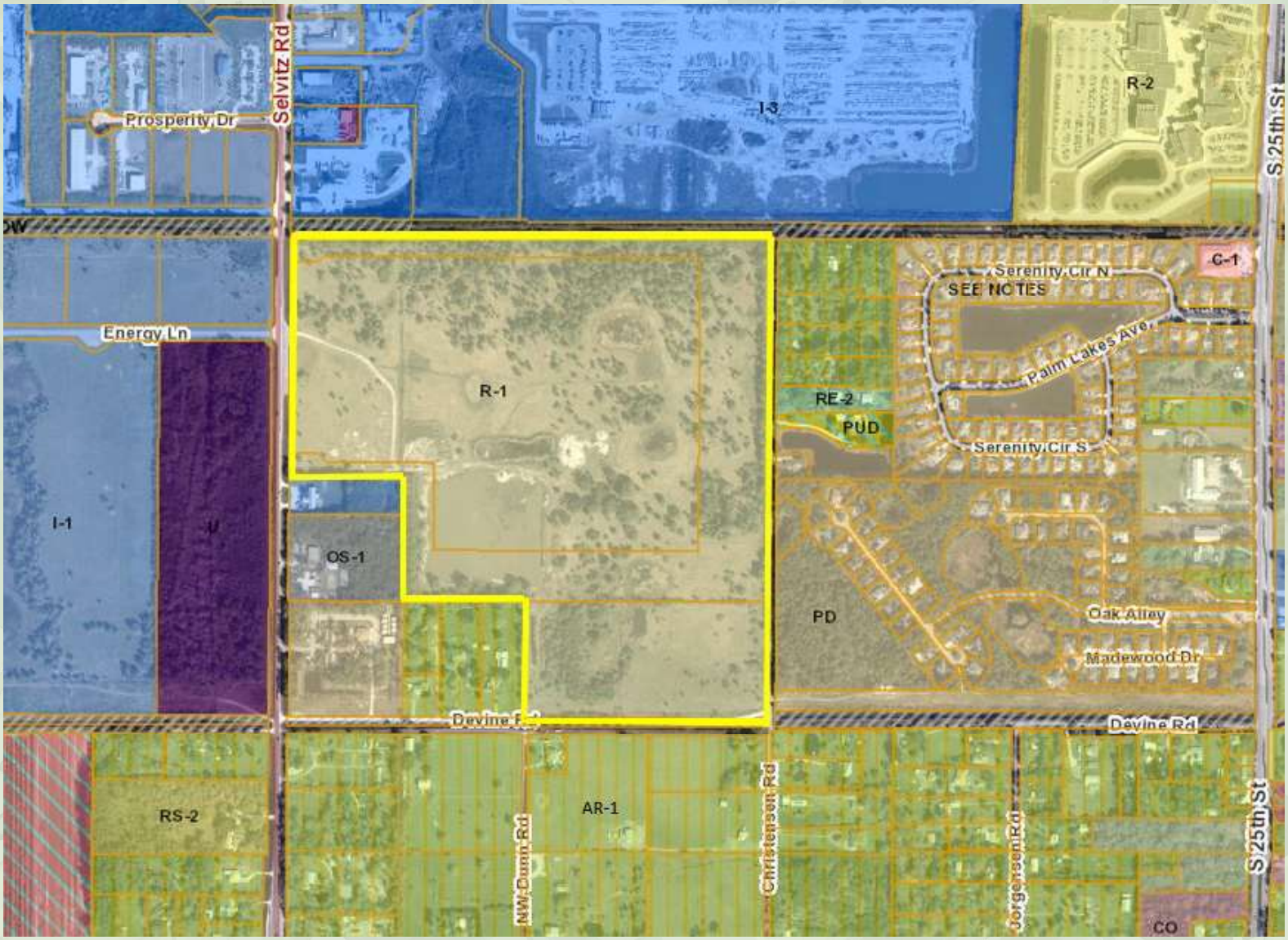
FLUM | Existing Future Land Uses



Selvitz Road Mixed-Use

City of Fort Pierce, FL

Zoning | Existing Zoning Designations

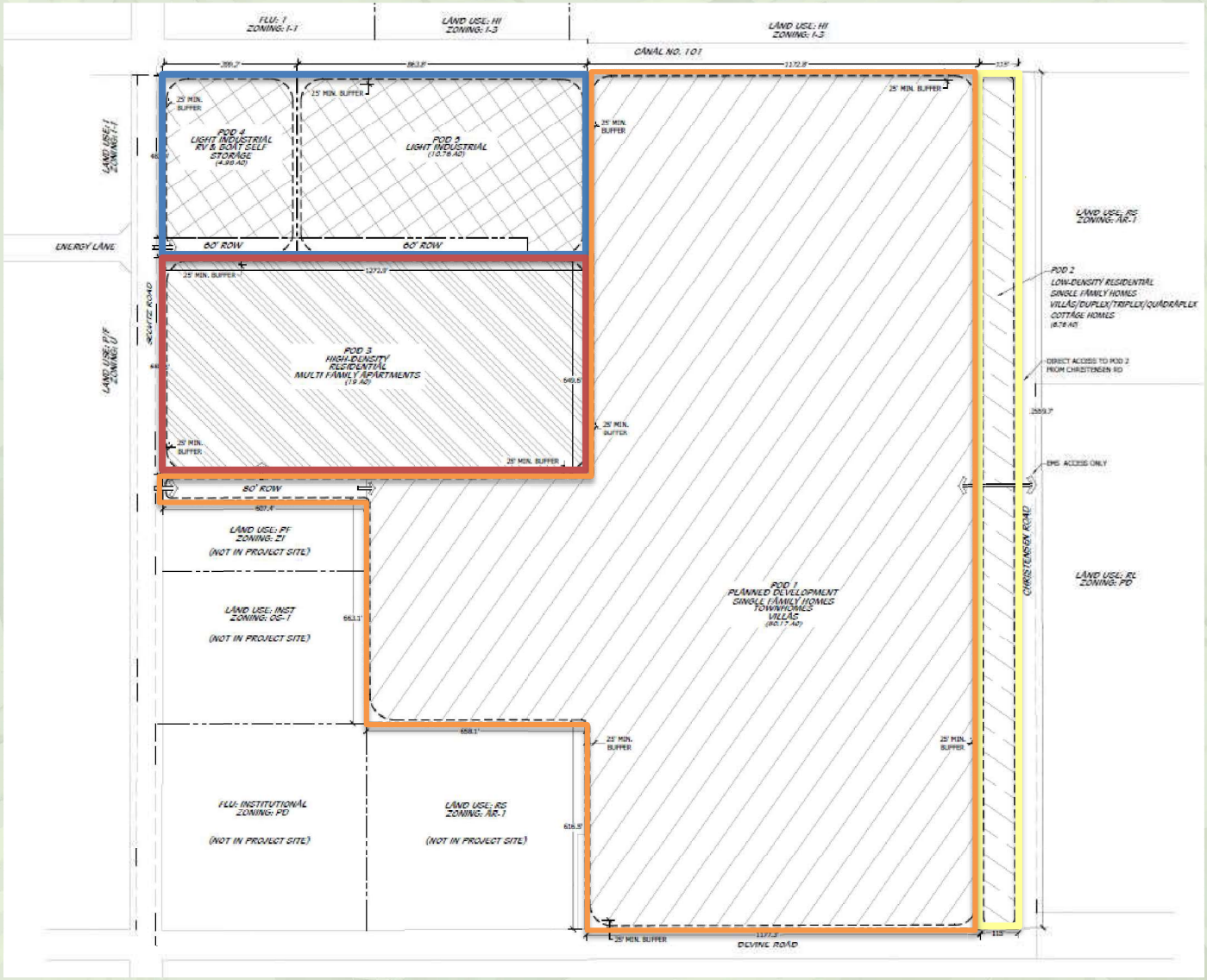


Selvitz Road Mixed-Use

City of Fort Pierce, FL

Planned Development | Bubble Plan

Cotleur & Hearing



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.

Census Climate Change Data

Tract information

- Number: 12111381402
- County: St. Lucie County
- State: Florida
- Population: 6,874

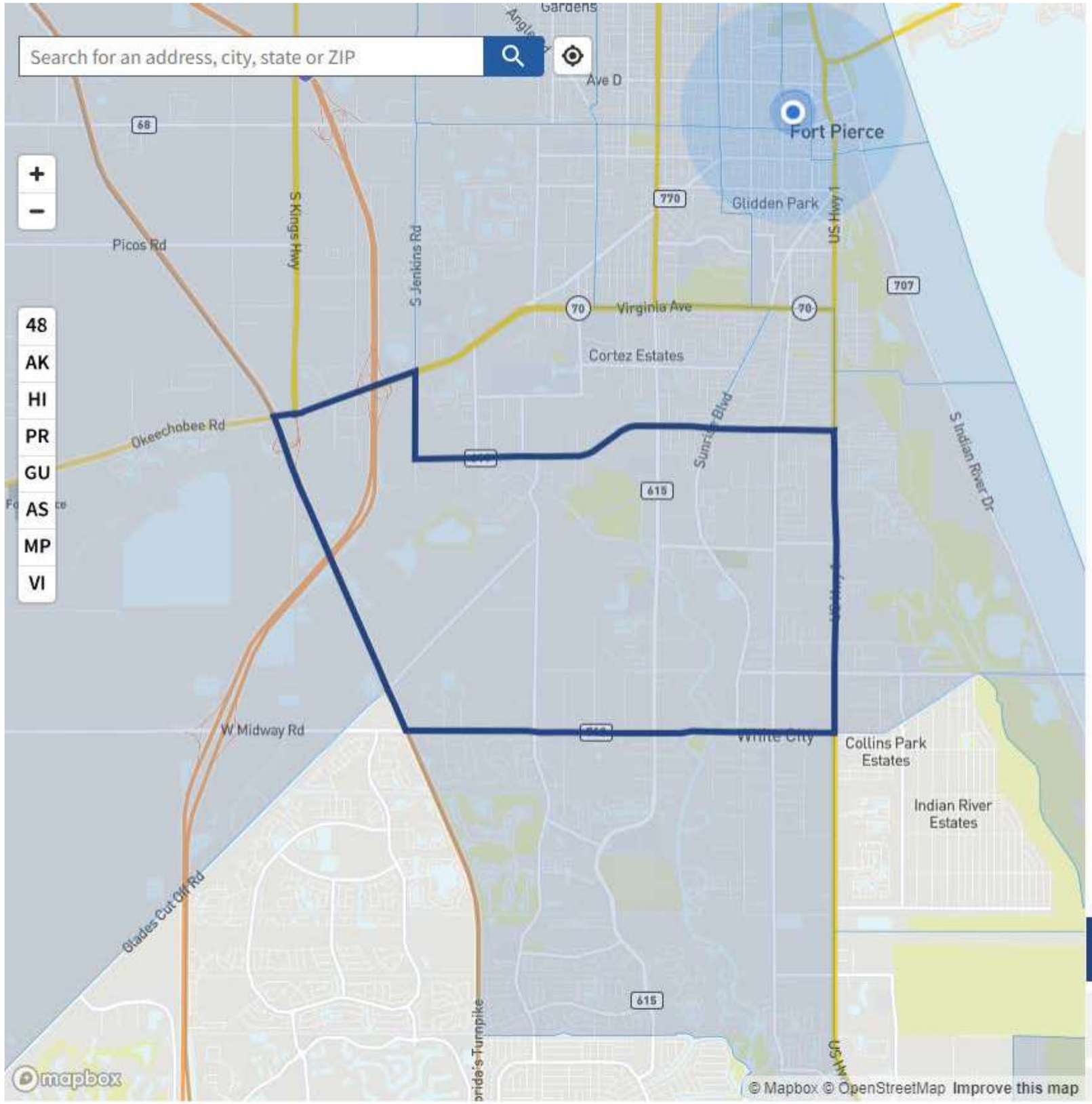
Tract demographics

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



Tract information
Number: 12111381402
County: St. Lucie County
State: Florida
Population: 6,874

Tract demographics

Race / Ethnicity (Hide ^)

White	52%
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

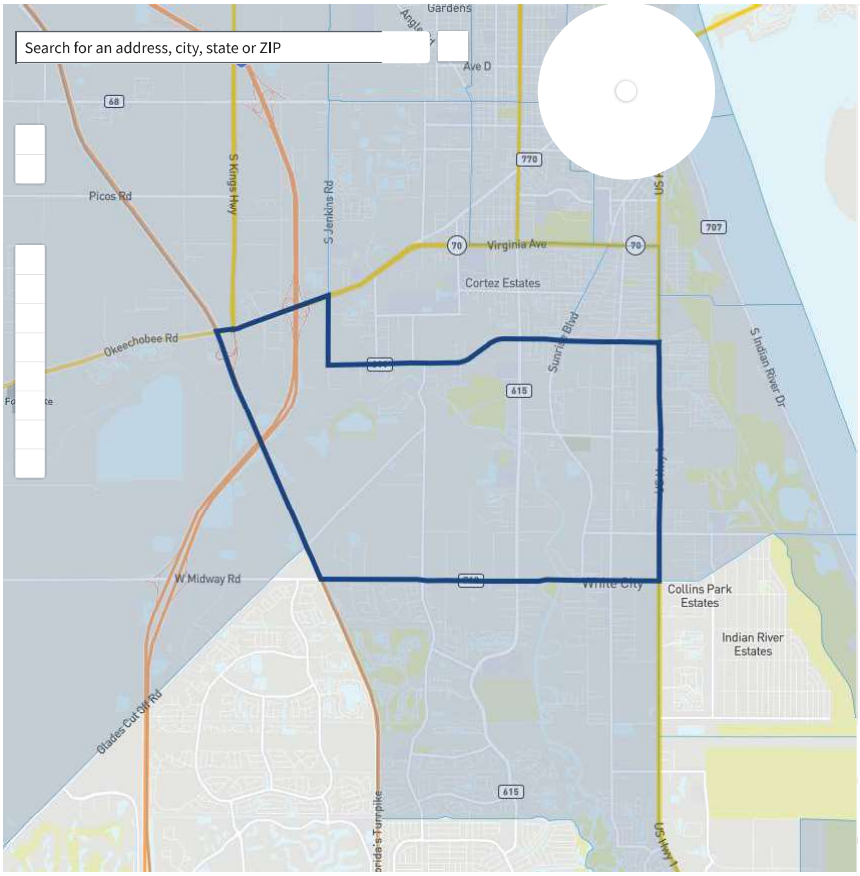
Share data sources with CEQ

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.



Tract information
Number: 12111381402
County: St. Lucie County
State: Florida
Population: 6,874

Tract demographics

Race / Ethnicity (Hide)

White	52%
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

Health

Housing

Legacy pollution

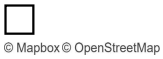
Transportation

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

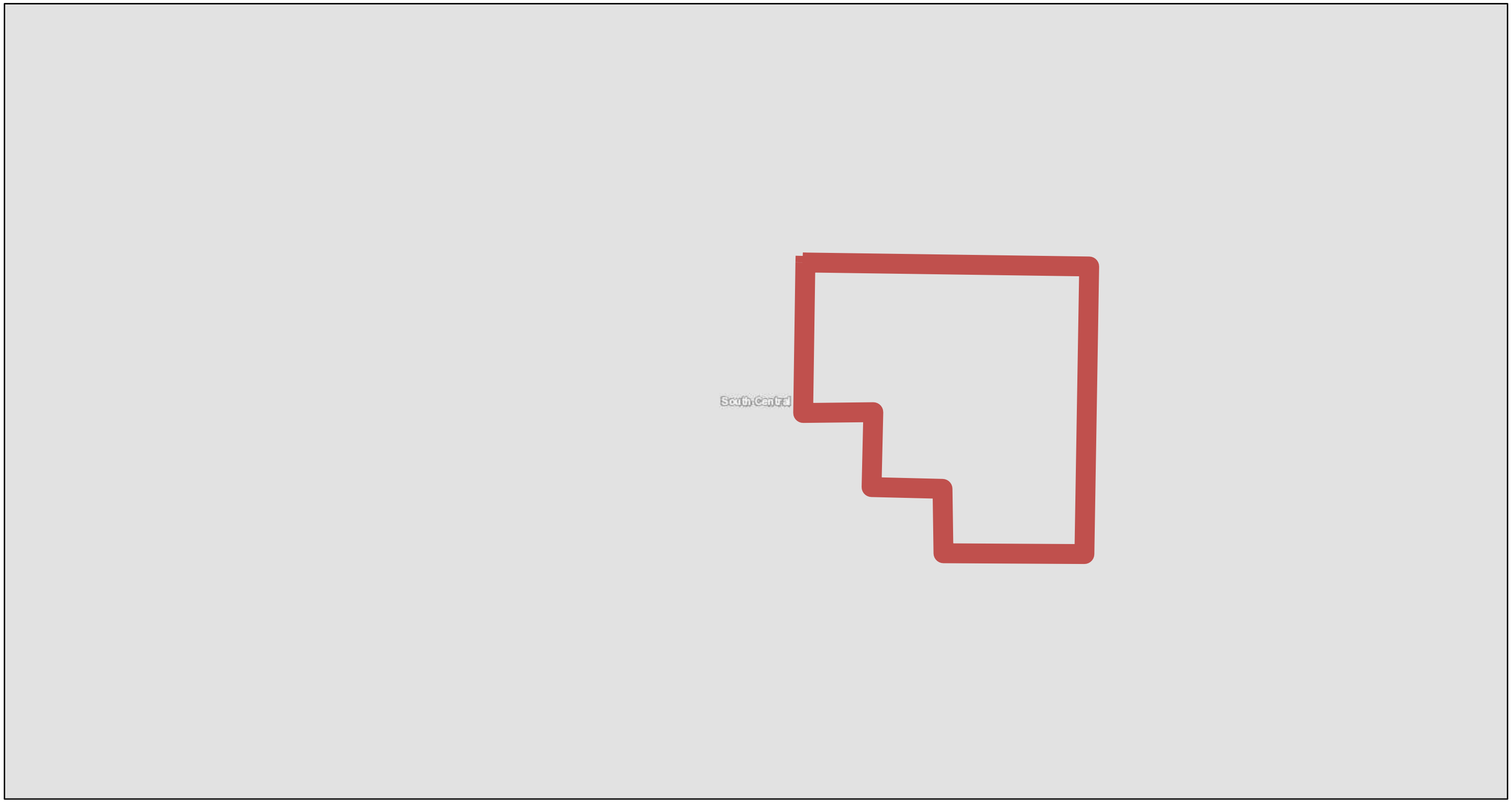
High school education

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
- 6420
- 6420-6421
- 6420-6423
- 6420-6424
- 6420-6442
- 6420-6445
- 6421
- 6421-6423
- 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

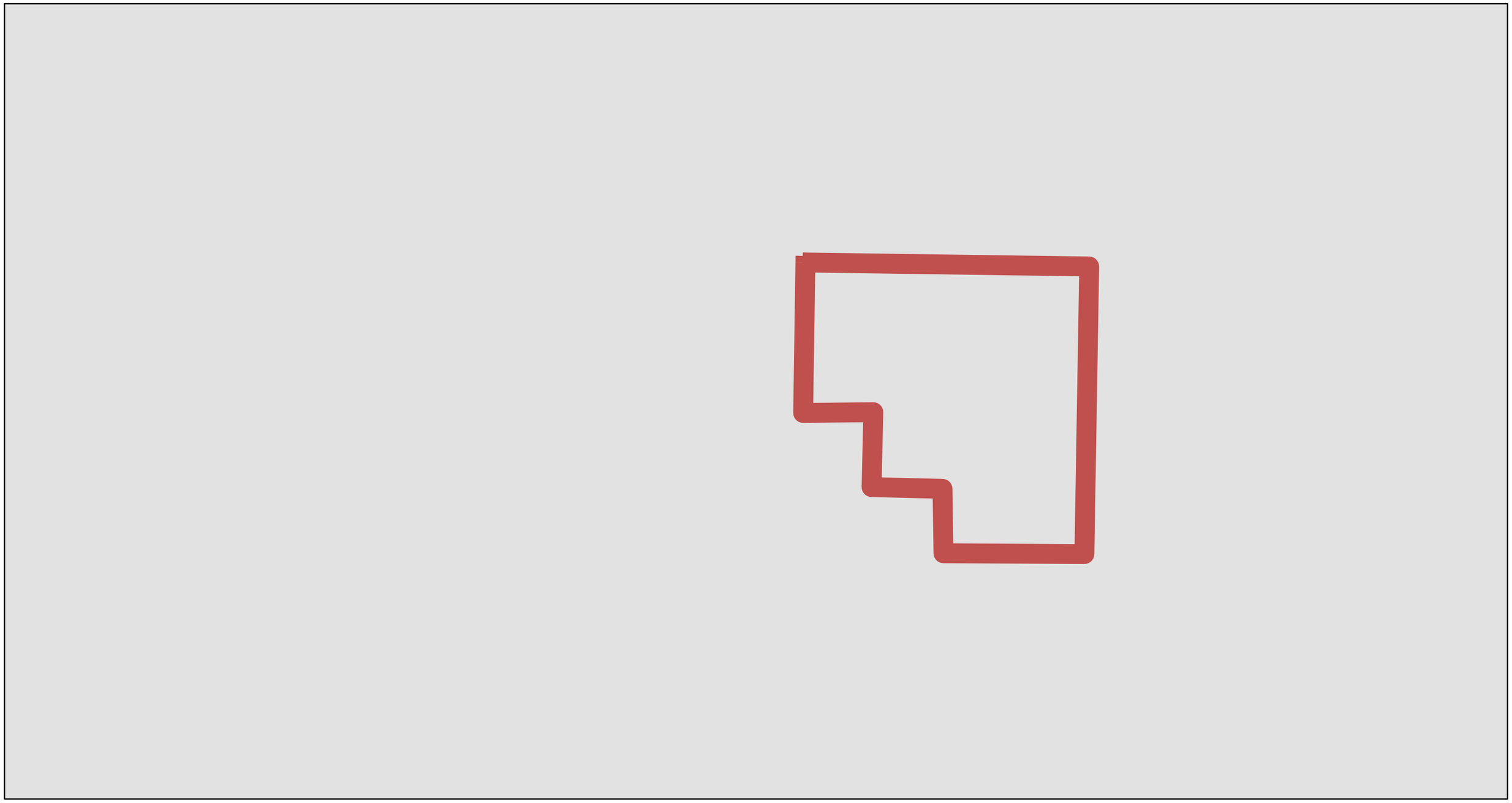
0 0.17 0.35 0.7 km

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
- 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
- 6420
- 6420-6421
- 6420-6423
- 6420-6424
- 6420-6442
- 6420-6445
- 6421
- 6421-6423
- 6421-6424
- 6421-6442
- 6422
- 6422-6442
- 6423
- 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

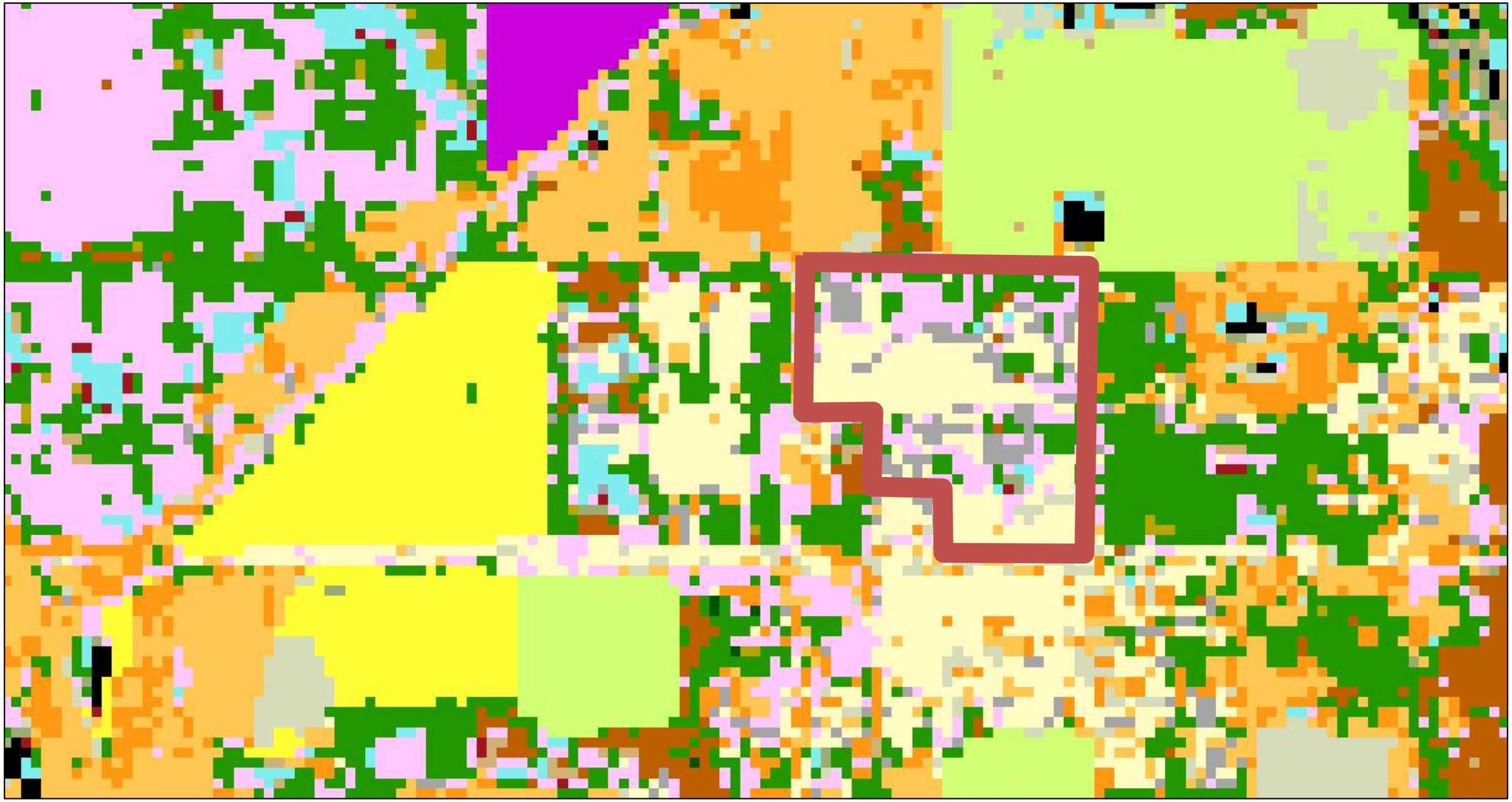
0 0.17 0.35 0.7 km

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)

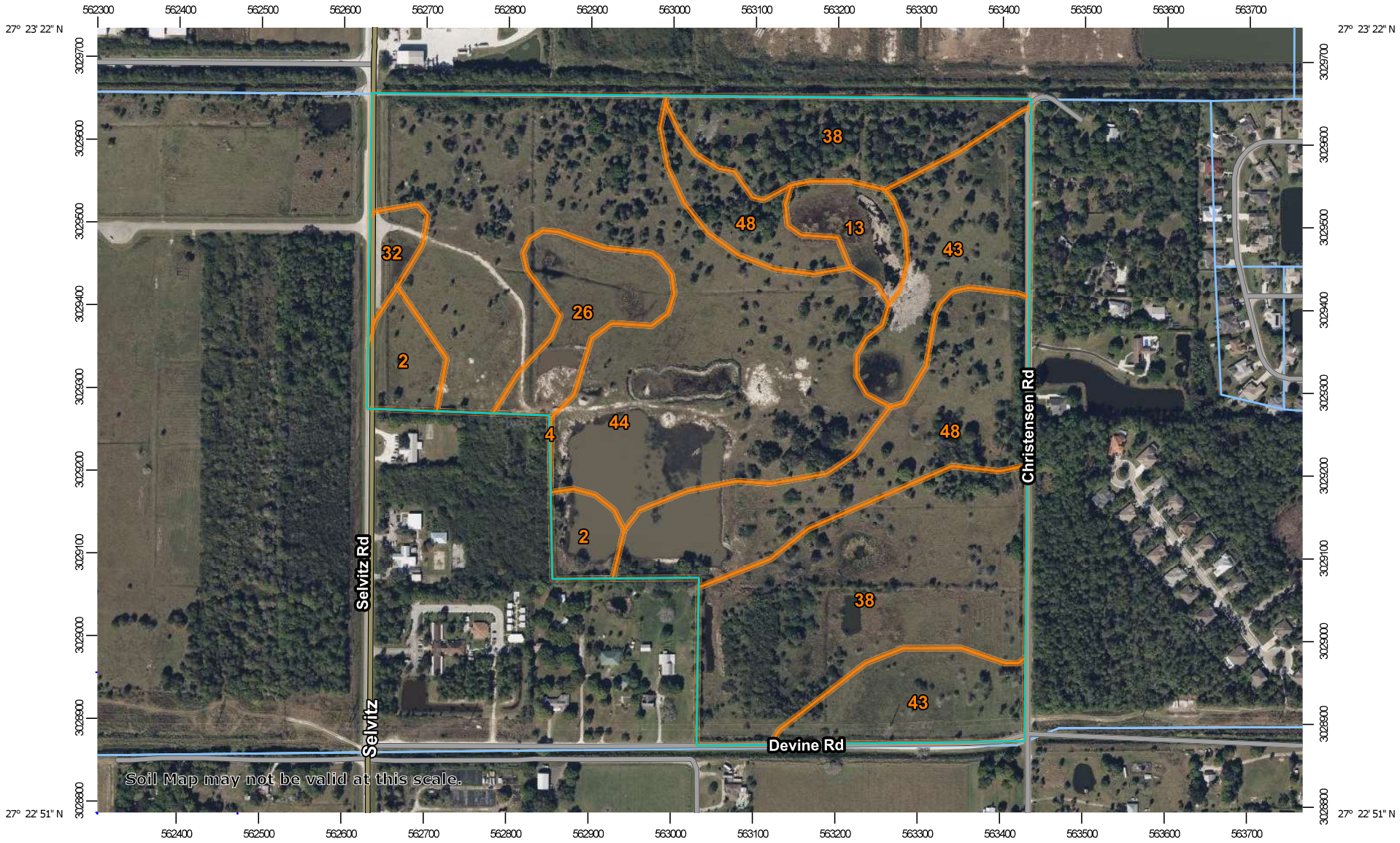
- 0
- Coastal Strand
- Sand / Beach
- Xeric Oak Scrub
- Sand Pine
- Sandhill
- Dry Prairie
- Mixed Hardwood-pine Forest
- Hardwood Hammocks and Forests
- Pinelands
- Cabbage Palm-live Oak-Hammock
- Tropical Hardwood Hammock
- Freshwater Marsh and Wet Prairie
- Sawgrass Marsh
- Cattail Marsh
- Shrub Swamp
- 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

Disclaimer: This graphical representation is provided for informational purposes and should not be considered authoritative for navigational, engineering, legal, and other uses.

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

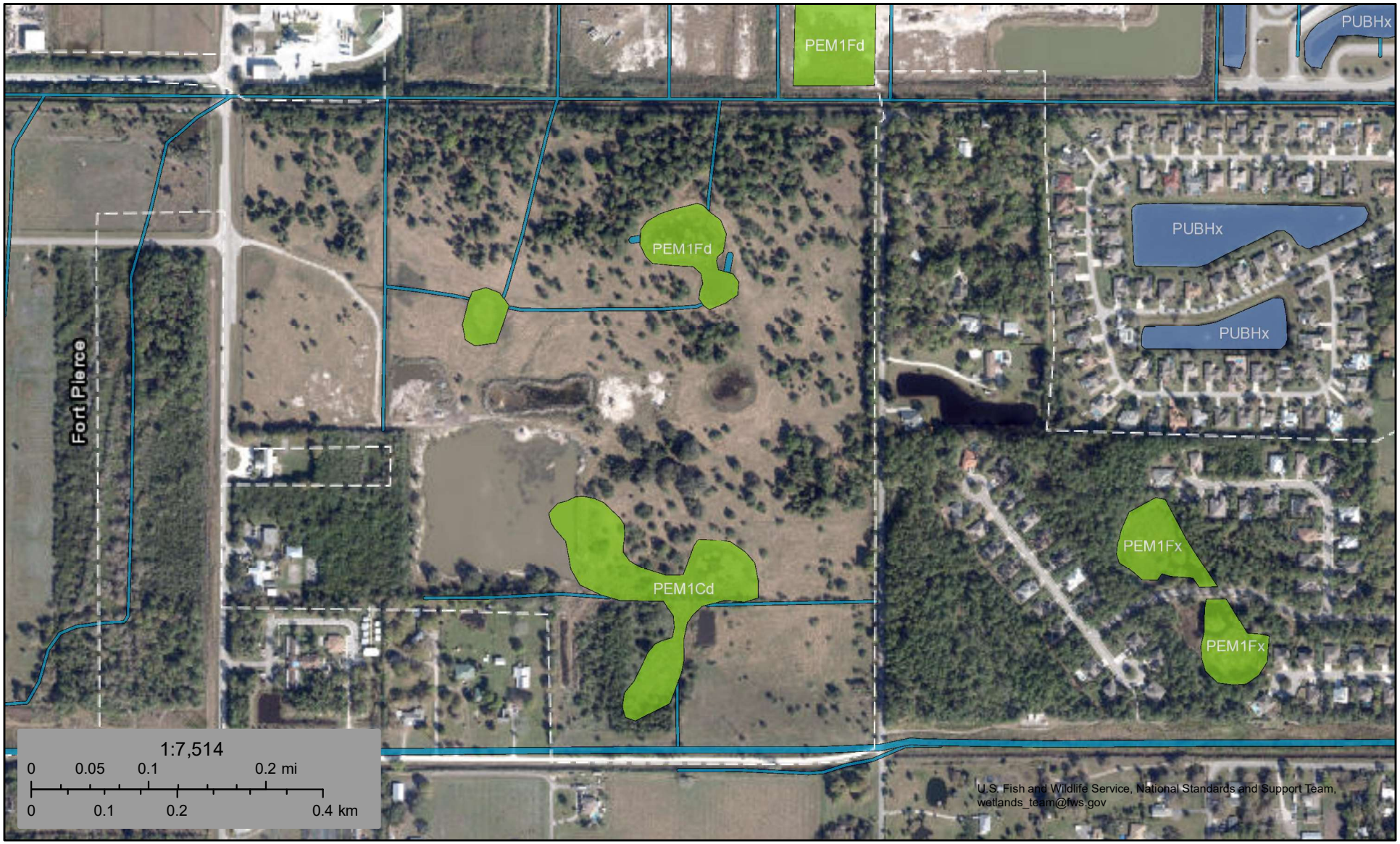
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

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

November 21, 2023

The Honorable Linda Hudson
Mayor of Fort Pierce
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950

Dear Mayor Hudson:

The Florida Department of Commerce (FloridaCommerce) has reviewed the proposed comprehensive plan amendment for the City of Fort Pierce (Amendment No. 23-03ESR) received on October 27, 2023. The review was completed under the expedited state review process. We have no comment on the proposed amendment.

The City should act by choosing to adopt, adopt with changes, or not adopt the proposed amendment. For your assistance, we have enclosed the procedures for adoption and transmittal of the comprehensive plan amendment. In addition, the City is reminded that:

- Section 163.3184(3)(b), F.S., authorizes other reviewing agencies to provide comments directly to the City. **If the City receives reviewing agency comments and they are not resolved, these comments could form the basis for a challenge to the amendment after adoption**.

- **The second public hearing,** which shall be a hearing on whether to adopt one or more comprehensive plan amendments, **must be held within 180 days** of your receipt of agency comments or the amendment shall be **deemed withdrawn** unless extended by agreement with notice to FloridaCommerce and any affected party that provided comment on the amendment pursuant to Section 163.3184(3)(c)1., F.S.

- **The adopted amendment must be transmitted to FloridaCommerce within ten working days after the second public hearing pursuant to 163.3184(3)(c)2., F.S.** Under Section 163.3184(3)(c)2. and 4., F.S., the **amendment effective date** is 31 days after FloridaCommerce notifies the City that the amendment package is complete or, if challenged, until it is found to be in compliance by FloridaCommerce or the Administration Commission.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

If you have any questions concerning this review, please contact Jana Williams, Planning Analyst, by telephone at (850)-717-8483 or by email at Jana.Williams@Commerce.fl.gov.

Sincerely,

Yazmin Valdez, Regional Planning Administrator
Bureau of Community Planning and Growth

YV /jw

Enclosure(s): Procedures for Adoption

cc: Vennis Gilmore, Assistant Planning Director, City of Fort Pierce
Thomas Lanahan, Executive Director, Treasure Coast Regional Planning Council

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

SUBMITTAL OF ADOPTED COMPREHENSIVE PLAN AMENDMENTS

FOR EXPEDITED STATE REVIEW

Section 163.3184(3), Florida Statutes

NUMBER OF COPIES TO BE SUBMITTED: Please submit electronically using FloridaCommerce's electronic amendment submittal portal "**Comprehensive Plan and Amendment Upload**" (*https://fldeo.my.salesforce-sites.com/cp/*) **or** submit three complete copies of all comprehensive plan materials, of which one complete paper copy and two complete electronic copies on CD ROM in Portable Document Format (PDF) to the State Land Planning Agency and one copy to each entity below that provided timely comments to the local government: the appropriate Regional Planning Council; Water Management District; Department of Transportation; Department of Environmental Protection; Department of State; the appropriate county (municipal amendments only); the Florida Fish and Wildlife Conservation Commission and the Department of Agriculture and Consumer Services (county plan amendments only); and the Department of Education (amendments relating to public schools); and for certain local governments, the appropriate military installation and any other local government or governmental agency that has filed a written request.

SUBMITTAL LETTER: Please include the following information in the cover letter transmitting the adopted amendment:

_____ State Land Planning Agency identification number for adopted amendment package;

_____ Summary description of the adoption package, including any amendments proposed but not adopted;

_____ Identify if concurrency has been rescinded and indicate for which public facilities. (Transportation, schools, recreation and open space).

_____ Ordinance number and adoption date;

_____ Certification that the adopted amendment(s) has been submitted to all parties that provided timely comments to the local government;

_____ Name, title, address, telephone, FAX number and e-mail address of local government contact;

_____ Letter signed by the chief elected official or the person designated by the local government.

ADOPTION AMENDMENT PACKAGE: Please include the following information in the amendment package:

_____ In the case of text amendments, changes should be shown in strike-through/underline format.

_____ In the case of future land use map amendments, an adopted future land use map, **in color format,** clearly depicting the parcel, its future land use designation, and its adopted designation.

_____ A copy of any data and analyses the local government deems appropriate.

Note: If the local government is relying on previously submitted data and analysis, no additional data and analysis is required;

_____ Copy of the executed ordinance adopting the comprehensive plan amendment(s);

Suggested effective date language for the adoption ordinance for expedited review:

> "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."

_____ List of additional changes made in the adopted amendment that the State Land Planning Agency did not previously review;

_____ List of findings of the local governing body, if any, that were not included in the ordinance and which provided the basis of the adoption or determination not to adopt the proposed amendment;

_____ Statement indicating the relationship of the additional changes not previously reviewed by the State Land Planning Agency in response to the comment letter from the State Land Planning Agency.

Revision: 11/20/2023

TREASURE COAST REGIONAL PLANNING COUNCIL

M E M O R A N D U M

To: City of Fort Pierce

From: Staff

Date: November 20, 2023

Subject: Local Government Comprehensive Plan Review
Draft Amendment to the City of Fort Pierce Comprehensive Plan
Amendment No. 23-03ESR

Introduction

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

The amendment package from the City of Fort Pierce was received on October 27, 2023 and contains one amendment to the Future Land Use Map in the comprehensive plan. This report includes a summary of the proposed amendment and Council comments.

Summary of Proposed Amendment

The proposed amendment will revise the future land use designation on three parcels totaling approximately 122.8 acres from Low Density Residential (RL), which allows up to 6.5 dwelling units per acre to Mixed Use Development (MXD), which allows up to 15 dwelling units per acre and 1.5 Floor Area Ratio (FAR) of non-residential development. A comparison of the maximum development potential is shown in the table below:

Land Use	Existing	Proposed	Difference
Residential (dwelling units)	798	1,842	+ 1,044
Non-Residential (square feet)	0	8,023,752	+8,023,752

The subject parcels are located at or near the northeast corner of Selvitz Road and Devine Road and approximately 1,600 feet north of Devine Road. Adjacent future land use designations include City Heavy Industrial to the north; County Residential Suburban and City Institutional to

the south; County Residential Suburban and City Low Density Residential to the east; and City Industrial to the west.

The City's ordinance indicates that there will be no adverse effects 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.

Regional Impacts

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

Extrajurisdictional Impacts

Council requested comments from local governments and organizations expressing an interest in reviewing the proposed amendment on October 30, 2023. No extrajurisdictional impacts have been identified.

Conclusion

No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified. However, prior to the approval of any development plan, Council would suggest that the City obtain confirmation of the availability of all services including potable water and sanitary sewer, transportation, police and fire, schools, and parks/recreation to the site and, if not currently available, a timeline for availability.

Council Action – November 20, 2023

The next scheduled Council meeting is December 15 2023. In order to avoid unnecessary delay and meet the 30-day agency review deadline, Council's Executive Director, Thomas J. Lanahan, approves this report and authorizes its transmittal to the City of Fort Pierce and the Florida Department of Economic Opportunity.

Attachments

List of Exhibits

Exhibit

1	General Location Map
2	Site Location Map
3	Proposed Future Land Use Map
4	Adjacent Land Use Map

Exhibit 1
General Location Map

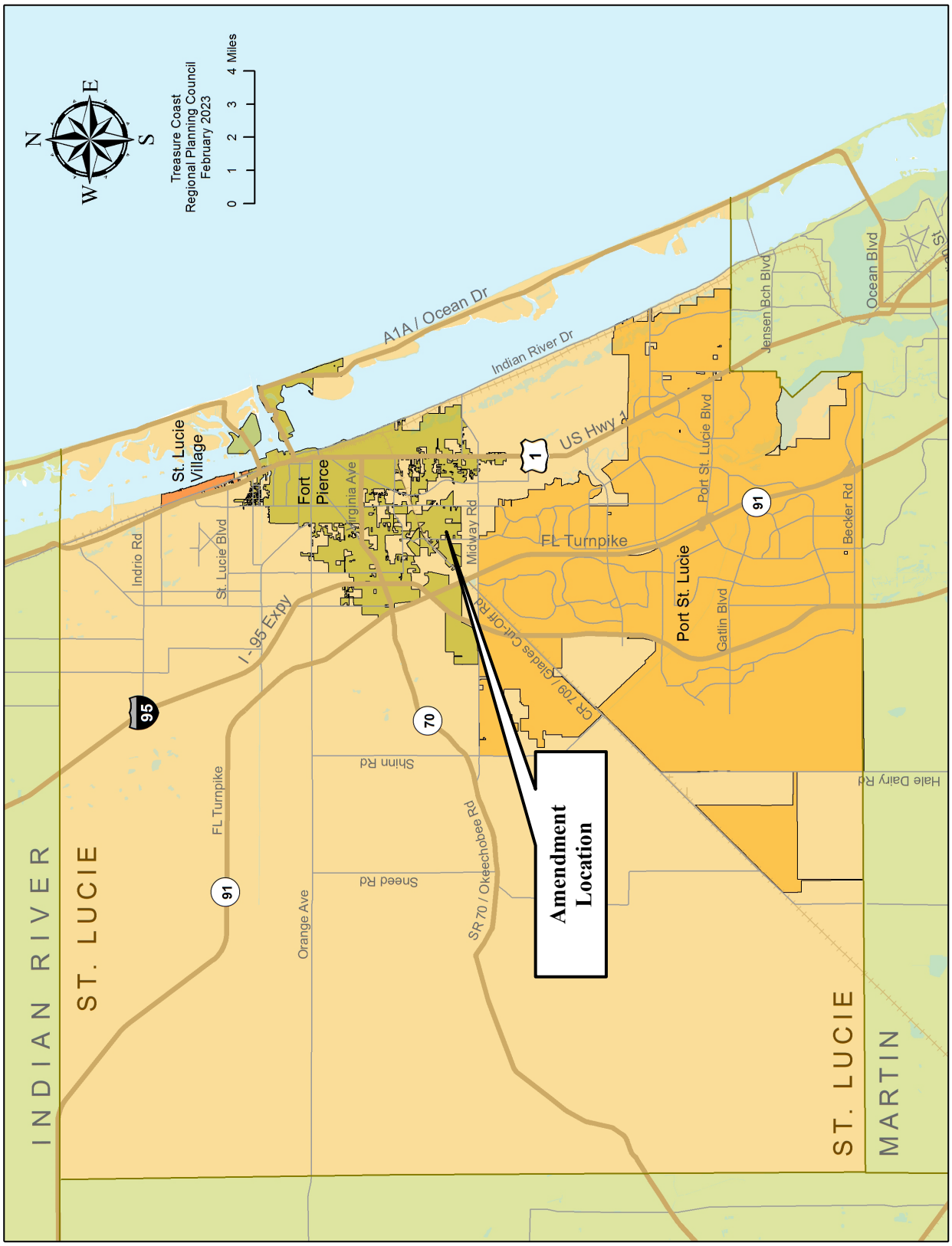


Exhibit 2
Site Location Map

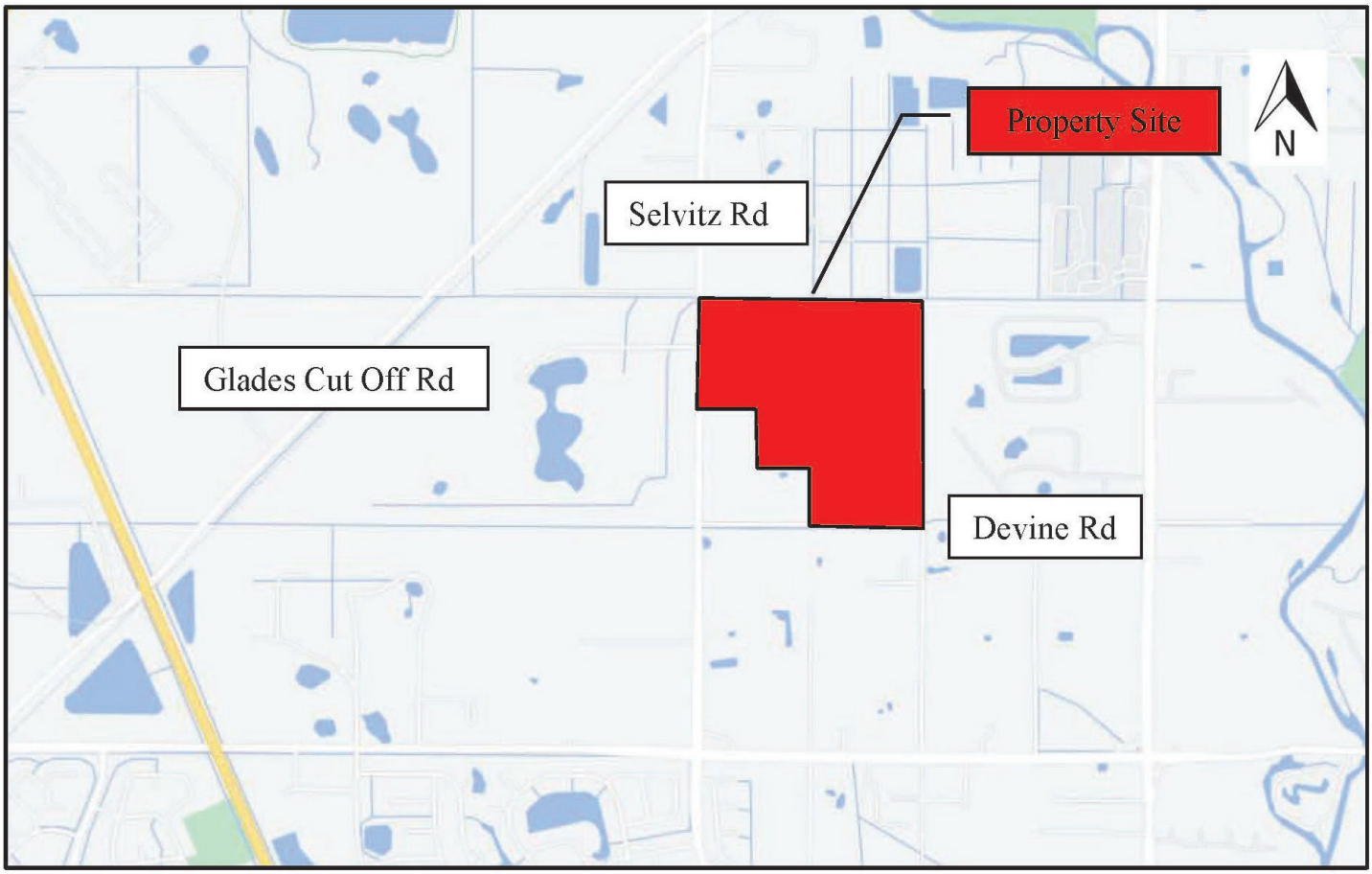


Exhibit 3
Proposed Future Land Use Map

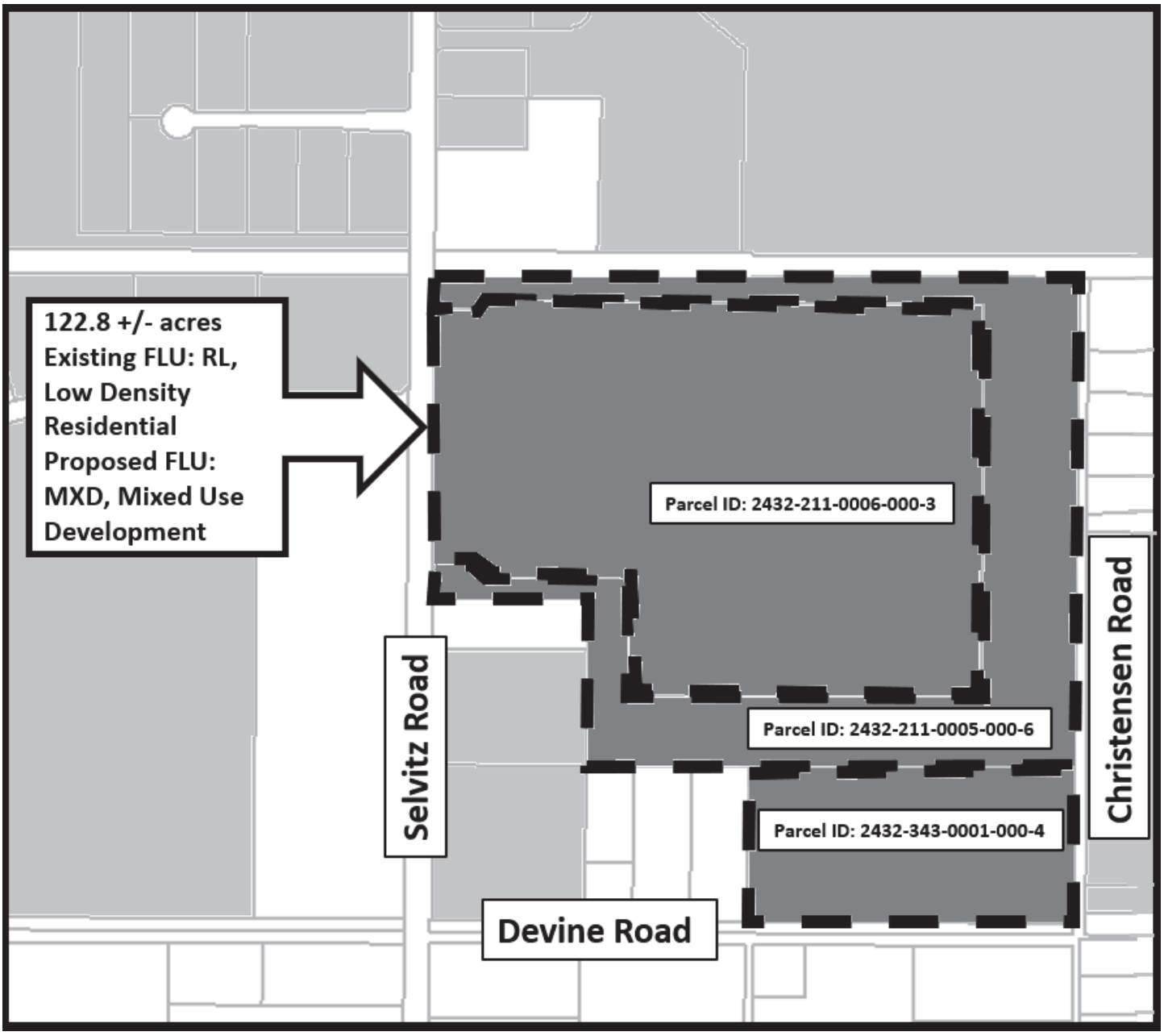
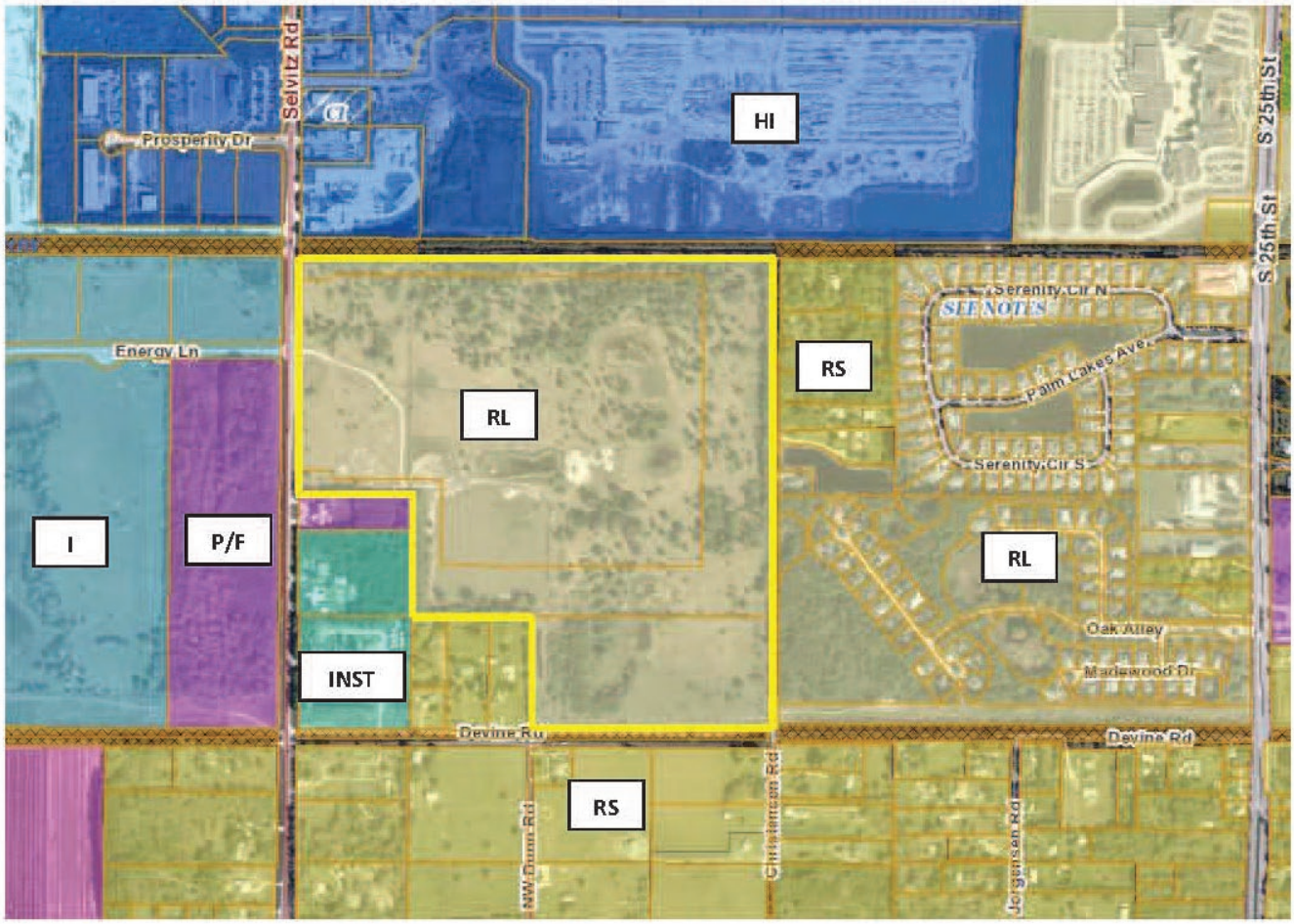


Exhibit 4
Adjacent Land Use Map



From:	Hymowitz, Larry
To:	DCPexternalagencycomments; Kevin Freeman
Cc:	Walia, Kent; Naselius, Ben; Harari, Laurie; Vennis Gilmore; Buchwald, Peter; MPA Kori Benton; Fasiska, Christine; Martinez, Cesar
Subject:	City of Fort Pierce 23-3ESR - FDOT District Four Review Comments
Date:	Wednesday, November 29, 2023 3:48:49 PM
Attachments:	image001.png image002.png image003.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. .

Pursuant to Section 163.3184(3), Florida Statutes (F.S.), in its role as a reviewing agency as identified in Section 163.3184(1)(c), F.S., the Florida Department of Transportation (FDOT) reviewed the proposed City of Fort Pierce 23-3 comprehensive plan amendment relating to a change of the future land use designation from City of Fort Pierce Low Density Residential (RL) to City of Fort Pierce Mixed-Use Development (MXD) on +/- 122.8 acres.

FDOT is providing the following technical assistance comments and recommendations consistent with Section 163.3168(3), Florida Statutes. These technical assistance comments will not form the basis of a challenge. These comments are intended to strengthen the City's comprehensive plan to foster a vibrant, healthy community and are designed to ensure consistency with the Community Planning Act in Chapter 163, Part II, F.S.

FDOT appreciates the early and continuing consultation and coordination proffered by the City.

Technical Assistance Comment #1

Changes to other elements of the comprehensive plan to achieve consistency with the future land use change are not included with the transmittal package. Per Section 163.3177(2), F.S., the several elements of the comprehensive plan shall be consistent. Where data is relevant to several elements, consistent data shall be used and each map depicting future conditions must reflect the principles, guidelines, and standards within all elements.

Recommendation for Technical Assistance Comment #1

The City should consider updating the Transportation Element of the Comprehensive Plan as part of the adopted amendment, including at a minimum, to amend Map 2-14 (Future 2030 Number of Lanes) to include Selvitz Road as a thoroughfare roadway and designate it as a future 4 lane facility consistent with the needs identified in the traffic analysis provided for the amendment. Changes to the Capital Improvements Element should also be considered as appropriate.

Technical Assistance Comment #2

There are no identified cost feasible capacity improvements for Selvitz Road between Midway Road and Glades Cut-Off Road in the St. Lucie Transportation Planning Organization (TPO) Smart Moves 2045 Long Range Transportation Plan. It is not clear that the capacity improvement identified in the traffic study on Selvitz Road can be funded for construction prior to or concurrent with the impacts of development.

Recommendation for Technical Assistance Comment #2

The City should coordinate with the TPO regarding future capacity needs on Selvitz Road and inclusion of the roadway as cost feasible in the Smart Moves 2045 Long Range Transportation Plan. This can help ensure that the roadway is positioned to capitalize on future funding opportunities directed by the TPO.

Technical Assistance Comment #3

Information submitted with the amendment indicates that there is a funded capacity project to widen Selvitz Road to four lanes between Edwards Road and Glades Cut-Off Road. The traffic study submitted with the amendment recommends four lanes on Selvitz Road from Midway Road to the amendment site. This recommendation leaves an approximate 2/3-mile gap on Selvitz Road as a two lane section.

Recommendation for Technical Assistance Comment #3

The Department recommends that the City update its Transportation Element consistent with the recommendation for technical assistance comment #1.

The Department requests an electronic copy of all adopted comprehensive plan amendment materials, including graphic and textual materials and support documents.

Please don't hesitate to contact me if you have any questions or need assistance with any of the recommendations. We appreciate hearing from the City prior to adoption.

Thank you.

FDOT

Larry Hymowitz
Planning Specialist, Policy and Mobility Planning Section
Planning & Environmental Management - FDOT District Four
p: (954) 777-4663 f: (954) 677-7892
a: 3400 W. Commercial Boulevard, Ft. Lauderdale, FL 33309
e: larry.hymowitz@dot.state.fl.us w: www.dot.state.fl.us

Together our actions have the power to save lives!



From: Jefferson, Althea
To: Vennis Gilmore; Williams, Jana
Cc: Pigman, Elizabeth; Valdez, Yazmin; Stephanie Heidt (sheidt@tcrpc.org); barbara.powell@deo.myflorida.com
Subject: City of Fort Pierce, DEO #23-2ESR, Comments on Proposed Comprehensive Plan Amendment Package
Date: Monday, November 20, 2023 12:11:25 PM
Attachments: image014.png
image015.png
image016.png
image017.png

City of Fort Pierce

Warning: Sender ajeffers@sfwmd.gov has never sent any emails to your organization. Please be careful before replying or clicking on the URLs.

Unsafe: Report Phishing Safe: Remove Banner

powered by Graphus®

You don't often get email from ajeffers@sfwmd.gov. Learn why this is important

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. .

Dear Mr. Gilmore:

The South Florida Water Management District (District) has completed its review of the Future Land Use Map amendment package submitted by City of Fort Pierce (City). There appears to be no regionally significant water resource issues; however, the District offers the following technical guidance regarding Regional Water Supply Planning:

The City is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Upper East Coast (UEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the UEC Water Supply Plan Update on November 10, 2021. Therefore, the City's Work Plan was to be updated and adopted by May 2023; however, the District has not received the updated Work Plan for review to date. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands.

- Planning tools are available on the District's website for your use and District staff are available to provide technical assistance to update the Work Plan, including reviewing draft Work Plans prior to formal plan amendment submittal. The planning tools are located at: Water Supply Facilities Work Plans | South Florida Water Management District (sfwmd.gov).

The District requests that the City forward a copy of the adopted amendments to the District at the following email account: SFLocalGovPlan@SFWMD.gov. Please contact me if you have any questions or need additional information.

Respectfully,


Althea P. Jefferson, AICP

Senior Policy and Planning Analyst
Water Supply Implementation Unit

South Florida Water Management District

Office: 561-682-6779

AJeffers@SFWMD.gov | 3301 Gun Club Road, West Palm Beach, FL 33406

ST. LUCIE COUNTY
PLANNING & DEVELOPMENT SERVICES

TO: Vennis Gilmore, Assistant Planning Director

FROM: Kori Benton, AICP, Planning Manager

DATE: November 22, 2023

SUBJECT: COFP Comprehensive Plan Future Land Use Map Amendment
4300 Selvitz Road

The St. Lucie County Planning & Development Services Department, Planning Division received the proposed FLUMA for the subject property.

The Division does not have specific comments on the Future Land Use Map Amendment, however, provides the following advisory comments relative to a future Planned Development for the site.

- The Preliminary Plan provides for several dozen single-family units along Christensen Road, a County right-of-way. The County's Comprehensive Plan seeks design of an internal street(s) to serve new residential development, with some consideration to large lot agricultural residential development with direct frontage, therefore access to the roadway.
- During the Transmittal Hearing, it was suggested that residential traffic may be routed away from the intersection of Energy Lane & Selvitz Road, in favor of a separate access further south (roughly 650-710 ft. away). This segment of Selvitz Road is anticipated to become a four-lane divided arterial in the future, therefore project access points, volumes and full-access potential will require close examination.
- "Devine Road", a North St. Lucie River Water Control District (NSLRWCD) Canal bordering the southern property line of the petition site, contains a dirt travel way that is used by a handful of residential units for access to Selvitz Road. Attention to any future access or trip assignment to this Canal right-of-way should be carefully considered.
- Residential development within the project should be appropriately separated and buffered from active industrial development in the area.

As noted, these advisory comments are oriented primarily for the future Planned Development Site Plan.

Please contact me at your earliest convenience with any inquiries or concerns.

Thank you for your time and coordination.

CITY OF PORT ST. LUCIE
Planning and Zoning Department
121 S.W. Port St. Lucie Blvd., Building B
Port St. Lucie, FL 34984-5099
www.cityofpsl.com

November 15, 2023

Stephanie Heidt, AICP
TCRPC
421 SW Camden Avenue
Stuart, FL 34994

Re: City of Fort Pierce: Selvitz Mixed-Use FLU TIA

Dear Ms. Heidt:

The City of Port St. Lucie is providing comment on a proposed Comprehensive Plan Future Land Use Map Amendment, large scale amendment, for a project known as Selvitz Mixed-Use Planned Development.

The proposal was reviewed by our third party peer review engineer in addition to city staff. A copy of the peer review comments are attached for your use and information.

The project as currently proposed will not result in adverse deficiencies to roadways within the City of Port St. Lucie, and as such the City offers no objections to the proposal as currently designed. Should the project change substantially the City could offer comments in the future.

We appreciate the opportunity to review and comment on the proposal.

Respectfully submitted,

Mary F. Savage-Dunham, AICP, CFM

attachment

Cc: Jesus Merejo, City Manager
Teresa Lamar-Sarno, Deputy City Manager
Bridget Kean, Deputy Director, Planning & Zoning Department
Kevin Freeman, Planning Director, City of Fort Pierce
Benjamin Balcer, Director, St Lucie County Planning & Development Services
Colt Schwerdt, Interim Public Works Director & City Engineer
Diana Spriggs, Director, Regulatory Division
Peter Buchwald, SLC TPO
James D. Stansbury, Chief, DEO

KITTELSON & ASSOCIATES

MEMORANDUM

Date:	November 14, 2023	Project #: 29311.007
To:	Diana Spriggs, P.E. Regulatory Division Director City of Port St. Lucie Public Works Dept. 121 SW Port St. Lucie Blvd, Building B Port St. Lucie, FL 34984	
From:	Kok Wan Mah, P.E.	
Project:	Selvitz Mixed-Use FLU TIA	
Subject:	Traffic Impact Study Technical Review	

A Traffic Impact Analysis was conducted to support the Future Land Use Amendment for the proposed Selvitz Mixed-Use PD project. The site is approximately 122.8 acres located north of Devine Road between Selvitz Road and Christensen Road in Fort Pierce, Florida. Parcel IDs for the property include the following:

- 2432-211-0005-000-6
- 2432-211-0006-000-3
- 2432-343-0001-000-4

The petition requests to change the Future Land Use designation from Single Family to Mixed-Use Development. The proposed development will increase the potential development under the current land use form 799 single family residential to have a maximum of 1,842 residential dwelling units and 6,907,500 square feet of commercial use with a planning horizon year of 2045. The property will also be rezoned concurrently with the future land use amendment from R-1 Low Density Single Family to PD Planned Development.

Kittelson & Associates, Inc. (KAI) has reviewed the Traffic Impact Analysis prepared by MacKenzie Engineering & Planning, Inc. Our review comments are provided below:

1. The trip generation in Table 2 was reviewed and was found acceptable for evaluating the highest and best use development programs for the current and proposed Future Land Use designations.
2. Table 5 shows the reduced development program that includes 1,842 multi-family units, 535 KSF of office and 535 KSF of retail. The resulting internal capture of 24.9% included 43.8% internal capture from the multi-family component. This appears extremely high. Support would be needed to show that nearly half of all trips by the multi-family land use will stay internal to the site.
3. The development program and trip generation in Table 7 for the rezoning was reviewed and verified to use the highest and best use land uses and intensities.

4. Editorial comment – Table 7 includes the rates/formulas for LUC 150, Warehouse, rather than LUC 710, Office, which was used in the trip generation calculations.

In summary, the review comments included are minor. The results have been verified and the impact of the proposed change would not result in adverse deficiencies to roads within the City of Port St. Lucie. The Applicant will need to conduct a more detailed traffic impact study as part of the site plan application process. At that time, intersections will be included in the analysis.

We appreciate the opportunity to provide these comments to the City of Port St. Lucie. If you have any questions or concerns, please contact me at kmah@kittelson.com or 407.373.1127.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Large Scale FLUMA - Selvitz Mixed-Use PD (3 Parcels)

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 17th, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: **DATE:** March19th, 2024

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

City Of Ft Pierce Legals Accounts P
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/17/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/17/2024

Legal Clerk

Notary, State of WI, County of Brown

My commission expires 3-7-27

Publication Cost:	$422.40		
Order No:	9904795	# of Copies:	
Customer No:	1126026	1	
PO #:			

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Sections 163.3184 and 166.041 F.S., will on Monday, April 1st, 2024, hold a public hearing for the second reading (adoption hearing) of the enactment of proposed Ordinance No. 23-057 at 5:05 p.m., in the City Hall Commission Chambers, 100 N. U.S. 1, Fort Pierce, Florida.

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 JUST 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.

This ordinance is being considered pursuant to application submitted by the property owner, Donald Stevenson of Selvitz I LLC, Selvitz II LLC, and Selvitz III LLC, and applicant, Daniel Sorrow, AICP, of Cotleur & Hearing, for three (3) parcels of land, 122.8 +/- acres, to change the future land use designation within the Comprehensive Plan, from RL, Low Density Residential to MXD, Mixed Use Development. Said parcels are generally located at or near the northeast corner of Selvitz Road and Devine Road and just west of Christensen Road, in Fort Pierce, Florida.

Legal description of the parcel is as follows:

PARCEL ID: 2432-211-0006-000-3
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.

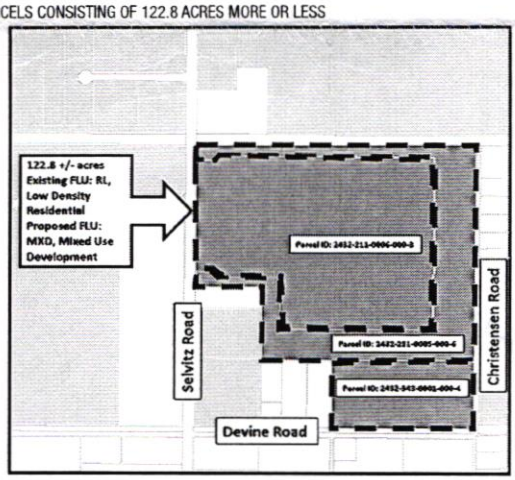
PARCEL ID: 2432-211-0005-000-6
LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 4671, PAGE 1187)
SELVITZ II, LLC

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.

PARCEL ID: 2432-343-0001-000-4
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 122.8 ACRES MORE OR LESS



All interested parties may appear at the meeting and be heard with respect to the application. Said application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO 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: 03.17.2024

TR-38863957

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. b.**

Meeting Date: 04/01/2024

Re: Setvitz PD Rezoning

Submitted For: Kev Freeman, Planning Director, Planning & Zoning

---

SUBJECT:

Legislativel 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;
Subject property: Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4 - SECOND 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).

The application was presented to the City Commission at the first hearing on October 16th, 2023. Several concerns were raised by neighbors of the site during the meeting, these included: Traffic, infrastructure, pattern of development, buffers, and impact on residential property owners on Christensen Road.

As a result of comments from citizens, the City Commission granted approval (vote of 4-1) subject to an additional condition (to the 16 recommended by staff), to the effect that all residential traffic must access the planned development from the southern access point along Selvitz Road. (Minutes attached to the agenda item).

Staff should point out that the applicant does not meet this condition. The applicant has since resubmitted with a detailed site plan that meets City Code 125-212, has reduced the number of units in POD 2 from 74 to 12, increased the lot widths in POD 2 to match the adjacent residential lots along Christensen Road, and included a passive park and potential trail connection at the northwest corner of Christensen Road and Devine Road.

The original submittal, as reviewed at first hearing, proposed the following;
Pod 1: Single Family Homes/Townhomes (400 Units)
Pod 2: Single Family Homes/Villas, Duplex, Triplex, Quadraplex, Cottage Homes (74 Units)
Pod 3: Multi-Family Apartments (325 Units)
Pod 4: Light Industrial RV & Boat Self-Storage
Pod 5: Light Industrial
TOTAL UNITS: 799 (6.5 units/Acre)

A revision to the site plan proposes the following (Revision to POD 2 from 74 to 12 units):
Pod 1: Single Family Homes/ Townhomes (400 Units)

Pod 2: Single Family Homes/Villas, Duplex, Triplex, Quadraplex, Cottage Homes (12 Units)
Pod 3: Multi-Family Apartments (325 Units)
Pod 4: Light Industrial RV & Boat Self-Storage
Pod 5: Light Industrial
TOTAL UNITS: 737 (6 units/Acre)

The applicant also submitted proposed amendments including the addition of a park and potential trail connection.

RECOMMENDATION:

Based on the revised submittal, staff recommends **DENIAL** of the proposed Zoning Atlas Map Amendment.

Reason: City Commission's condition (#17) to access the residential properties only from Selvitz Road has not been met.

However, the City Commission should note that the applicant has submitted proposed amendments including the addition of a park and potential trail connection and reducing the number of proposed properties on Christensen Road.

ALTERNATIVES:

APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan with the existing seventeen (17) conditions.
or
APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan with changes and/or alternative conditions (including conditions relating to the amendments to POD 2).

Staff Notes
Should the Commission be minded to accept the revised plan, then Condition 17 should be stricken and the following (3) conditions added:

17. The northern +/-1,320 feet of the north-eastern frontage of Pod 2, which has direct access from Christensen Road, shall only be developed for single-family residential use and each lot shall be no less than 165 feet in width.

18. The applicant shall improve the northern end of Christensen Road by constructing a cul-de-sac prior to the final certificate of occupancy of any residential development within POD 2.

19. A passive recreation area shall be constructed consistent with the attached Exhibit A at the southern edge of Pod 2, at the intersection of Devine Road and Christensen Road prior to final certificate of occupancy of any residential development within POD 2.

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 23-058
Presentation
Staff Report Supporting Documents
Staff Report
Application and Supporting Documents
Public Notice Certification
Proof of Publication
CA - Memo 23-058
Site Plan for Digital Signature

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	10/03/2023 04:46 PM
City Manager	Nick Mimms	03/20/2024 02:58 PM

Form Started By: Vennis Gilmore
Started On: 10/02/2023 11:06 AM
Final Approval Date: 03/20/2024

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
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 and Sunday, March 17th, 2024; 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 April 1st, 2024, 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 April 2nd, 2024.

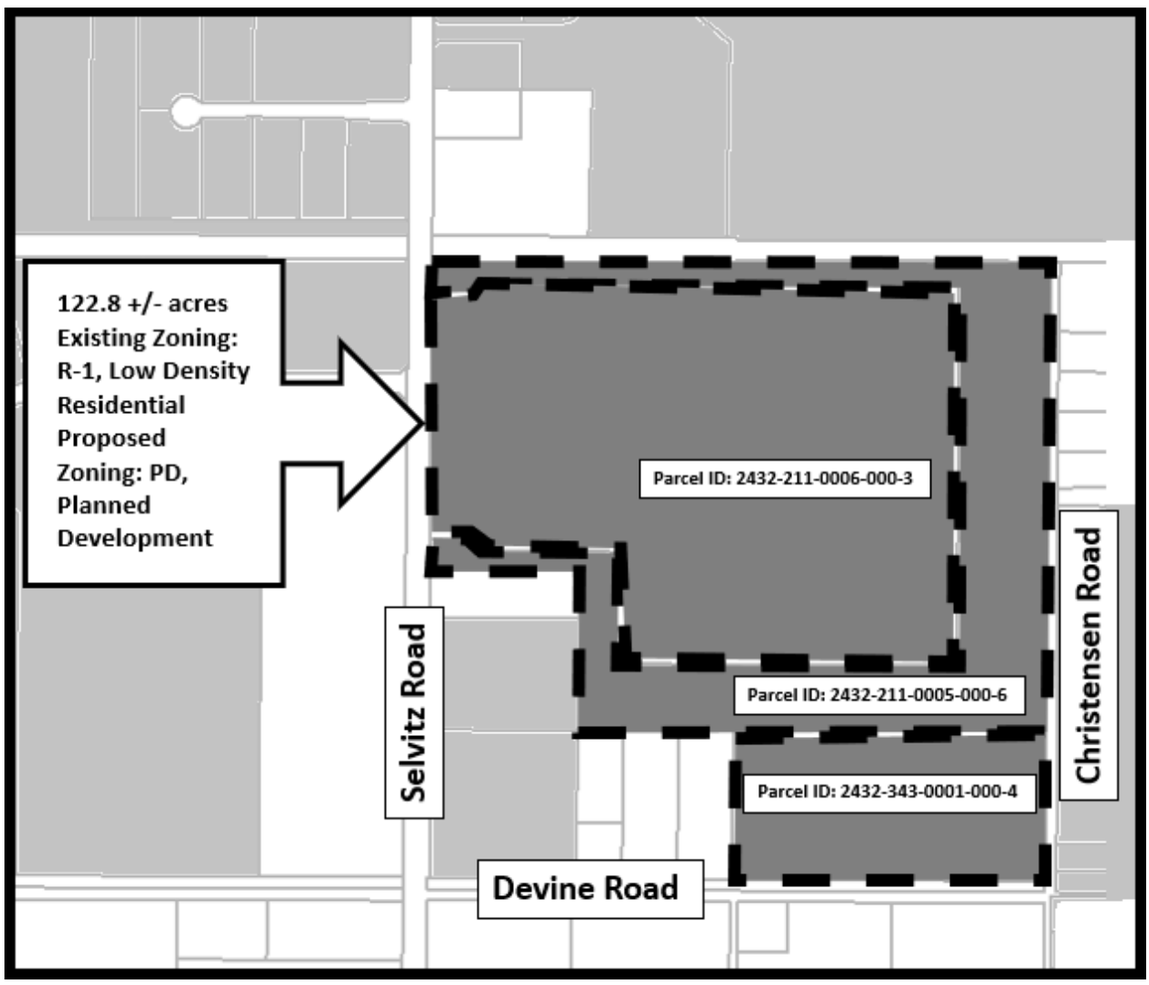
_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

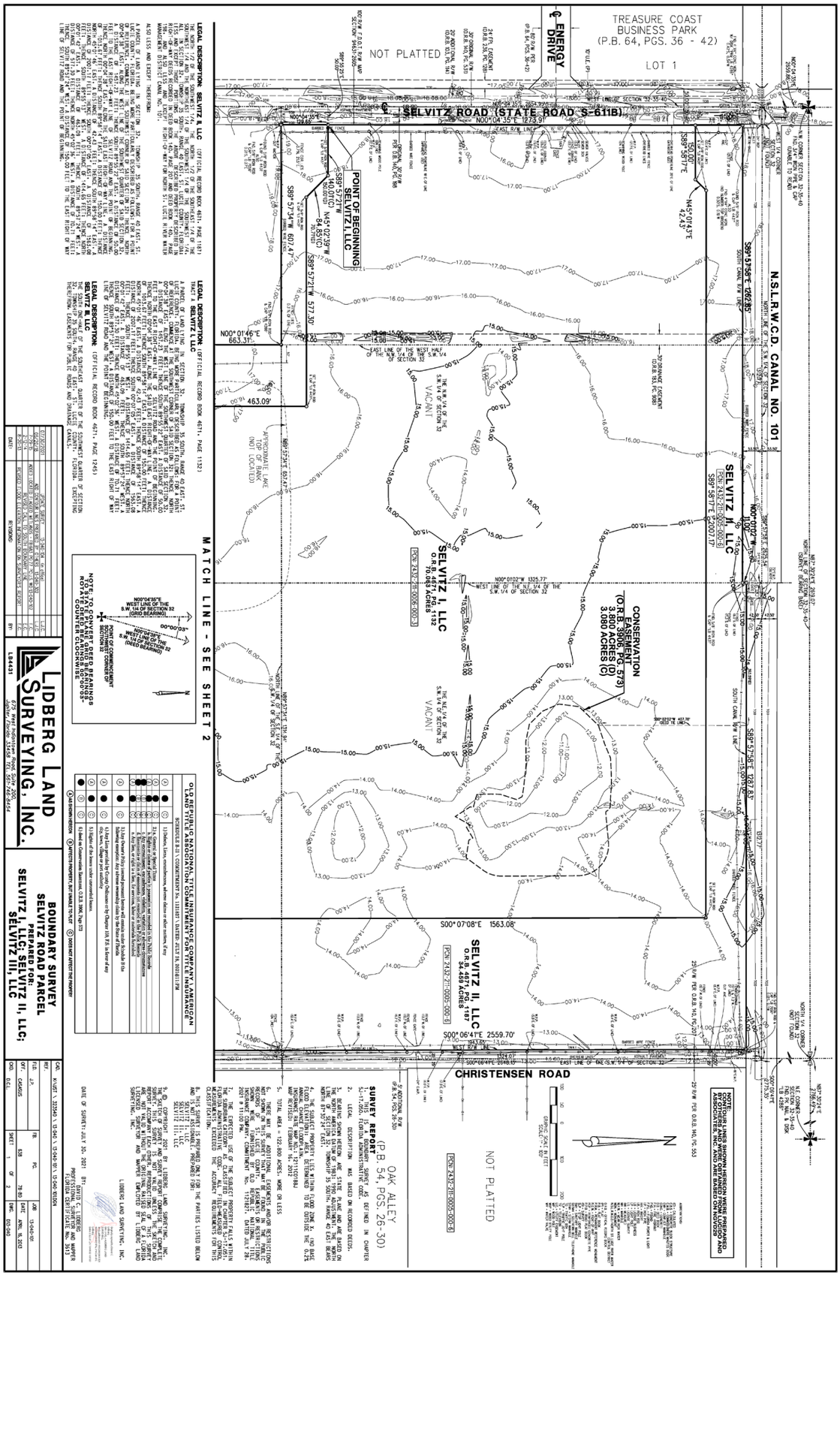
EXHIBIT A
Parcel subject of Rezoning to Planned Development



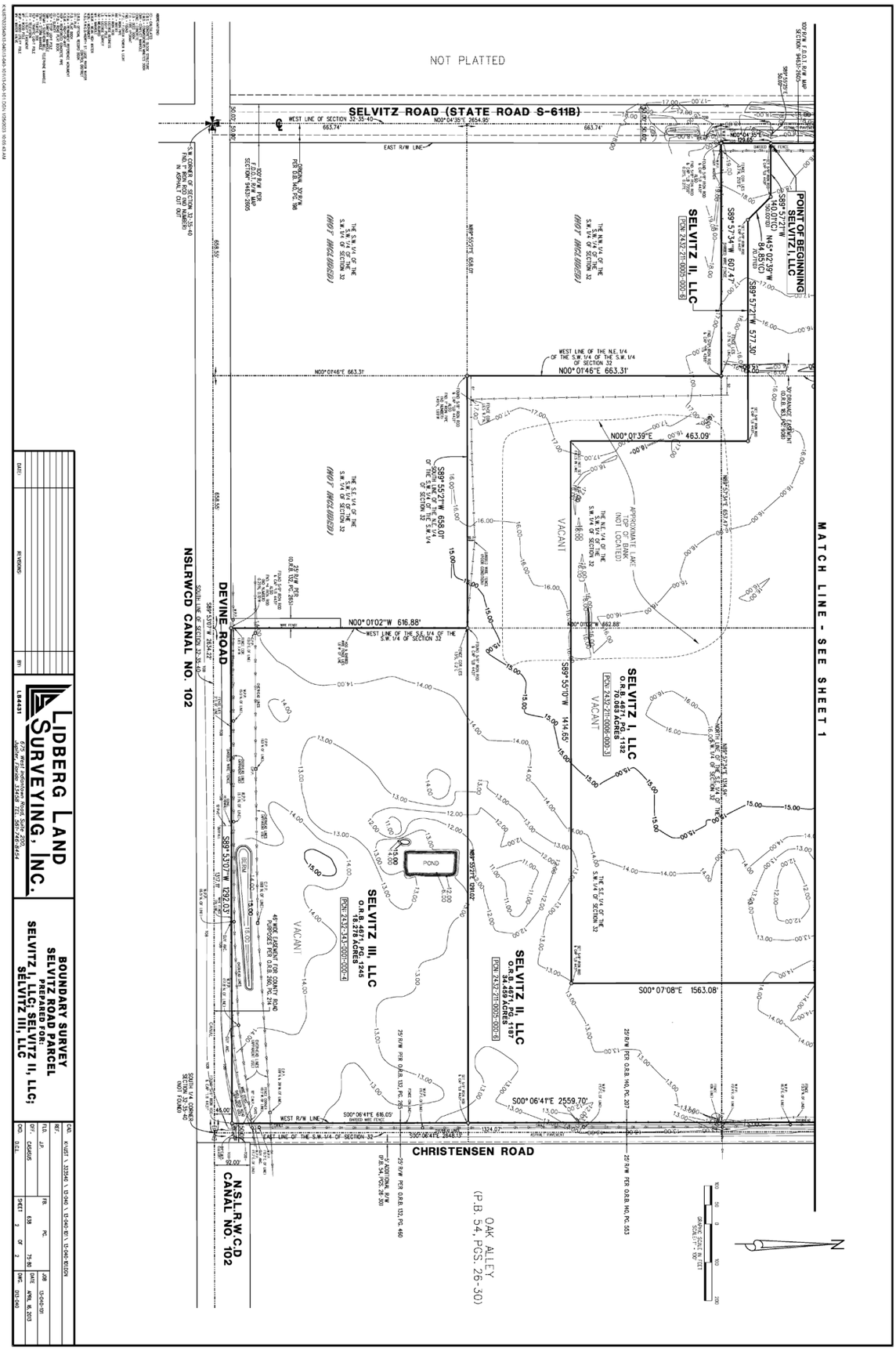
Parcel ID(s): 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4

EXHIBIT B

Sketch & Legal Description



Ordinance No. 23-058
Page 5



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.

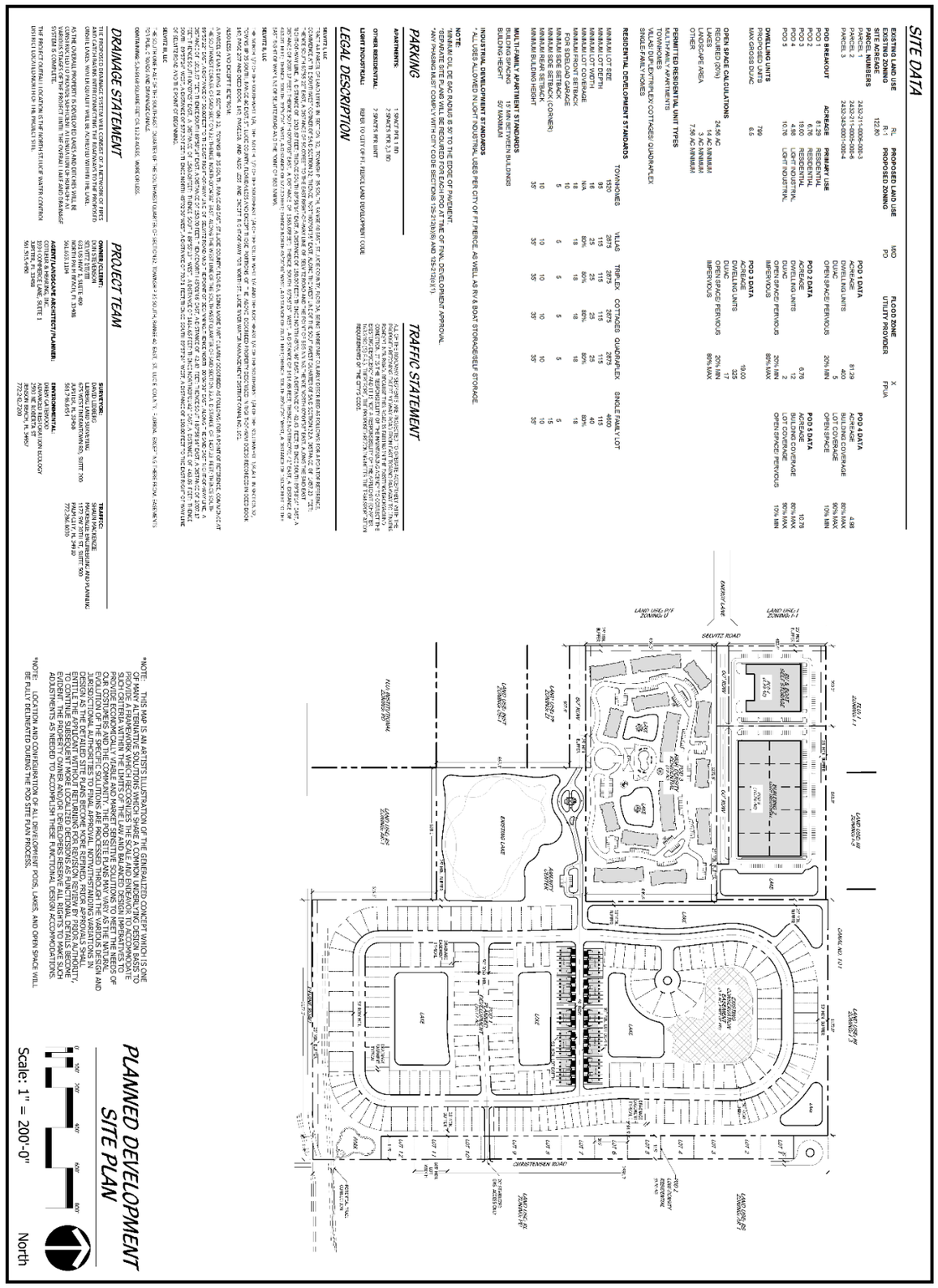
17. The northern +/-1,320 feet of the north-eastern frontage of Pod 2, which has direct access from Christensen Road, shall only be developed for single-family residential use and each lot shall be no less than 165 feet in width.

18. The applicant shall improve the northern end of Christensen Road by constructing a cul-de-sac prior to the final certificate of occupancy of any residential development within POD 2.

19. A passive recreation area shall be constructed consistent with the attached Exhibit A at the southern edge of Pod 2, at the intersection of Devine Road and Christensen Road prior to final certificate of occupancy of any residential development within POD 2.

EXHIBIT D

PD Criteria Requirements



SITE DATA

EXISTING LAND USE		PROPOSED LAND USE	
EXISTING ZONING		PROPOSED ZONING	
SITE ACREAGE	122.80		
PARCEL NUMBERS			
PARCEL 1	2432-311-0005-000-3		
PARCEL 2	2432-311-0005-000-6		
PARCEL 3	2432-342-0001-000-4		
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			
PERMITTED UNITS	799		
MAX GROSS DUAC	6.5		
OPEN SPACE CALCULATIONS	24.56 AC		
REQUIRED (20%)	4.91 AC MINIMUM		
LAKES	14 AC MINIMUM		
OTHER	7.56 AC MINIMUM		
	5% MAXIMUM PARK AREA		
PERMITTED RESIDENTIAL UNIT TYPES			
MULTI-FAMILY APARTMENTS			
TOWNHOMES			
VILLAS/ DUPLEX/TRIPLEX/ COTTAGES/ QUADRAPLEX			
SINGLE FAMILY HOMES			

RESIDENTIAL DEVELOPMENT STANDARDS	TOWNHOMES	VILLAS	TRIP.-EX	COTTAGES	QUADRAPLEX	SINGLE FAMILY LOT
MINIMUM LOT SIZE	1800	2875	2875	2875	2875	4950
MINIMUM LOT DEPTH	90	115	115	115	115	110
MINIMUM LOT WIDTH	16	25	25	25	25	40
MINIMUM LOT COVERAGE	N/A	80%	80%	80%	80%	80%
FOR REAR LOAD GARAGE	16	19	19	19	19	19
FOR SIDE LOAD GARAGE	10					
MINIMUM SIDE SETBACK (CORNER)	5					
MINIMUM SIDE SETBACK		5	5	5	5	5
MINIMUM REAR SETBACK		10	10	10	10	15
MINIMUM BUILDING HEIGHT	35	35	35	35	35	35
MULTI-FAMILY APARTMENT STANDARDS						
MINIMUM BUILDING SEPARATION	15' BETWEEN BUILDINGS					
BUILDING HEIGHT	60' 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:
REMAINING SITE AREA TO BE RECONFIGURED FOR APPROVAL AT TIME OF FINAL DEVELOPMENT APPROVAL
*ANY PHASING MUST COMPLY WITH CITY CODE SECTIONS 125-212(B)(8) AND 125-212(B)(11).

PARKING

APARTMENTS:	1.5/UNIT PER 1 BR
	2.5/UNITS PER 2,3 BR
OTHER RESIDENTIAL:	2.5/UNITS PER UNIT
LIGHT INDUSTRIAL:	REFER TO CITY OF FT. PIERCE LAND DEVELOPMENT CODE

TRAFFIC STATEMENT

ALL PHASES/PODS WILL

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	2432-211-0006-000-6
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	12
DU/AC	2
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	SINGLE FAMILY LOT
MINIMUM LOT SIZE	1520	2875	2875	2875	2875	4600
MINIMUM LOT DEPTH	95	115	115	115	115	115
MINIMUM LOT WIDTH	16	25	25	25	25	40
MINIMUM LOT COVERAGE	N/A	80%	80%	80%	80%	80%
MINIMUM FRONT SETBACK	18	18	18	18	18	18
FOR SIDELOAD GARAGE	10					
MINIMUM SIDE SETBACK	5	5	5	5	5	5
MINIMUM SIDE SETBACK (CORNER)						15
MINIMUM REAR SETBACK	10	10	10	10	10	10
MINIMUM BUILDING HEIGHT	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

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.

CITY OF FORT PIERCE

CITY COMMISSION

April 1st, 2024

Selvitz Road Mixed Use PD – PD(Rezoning) with Development 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

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).

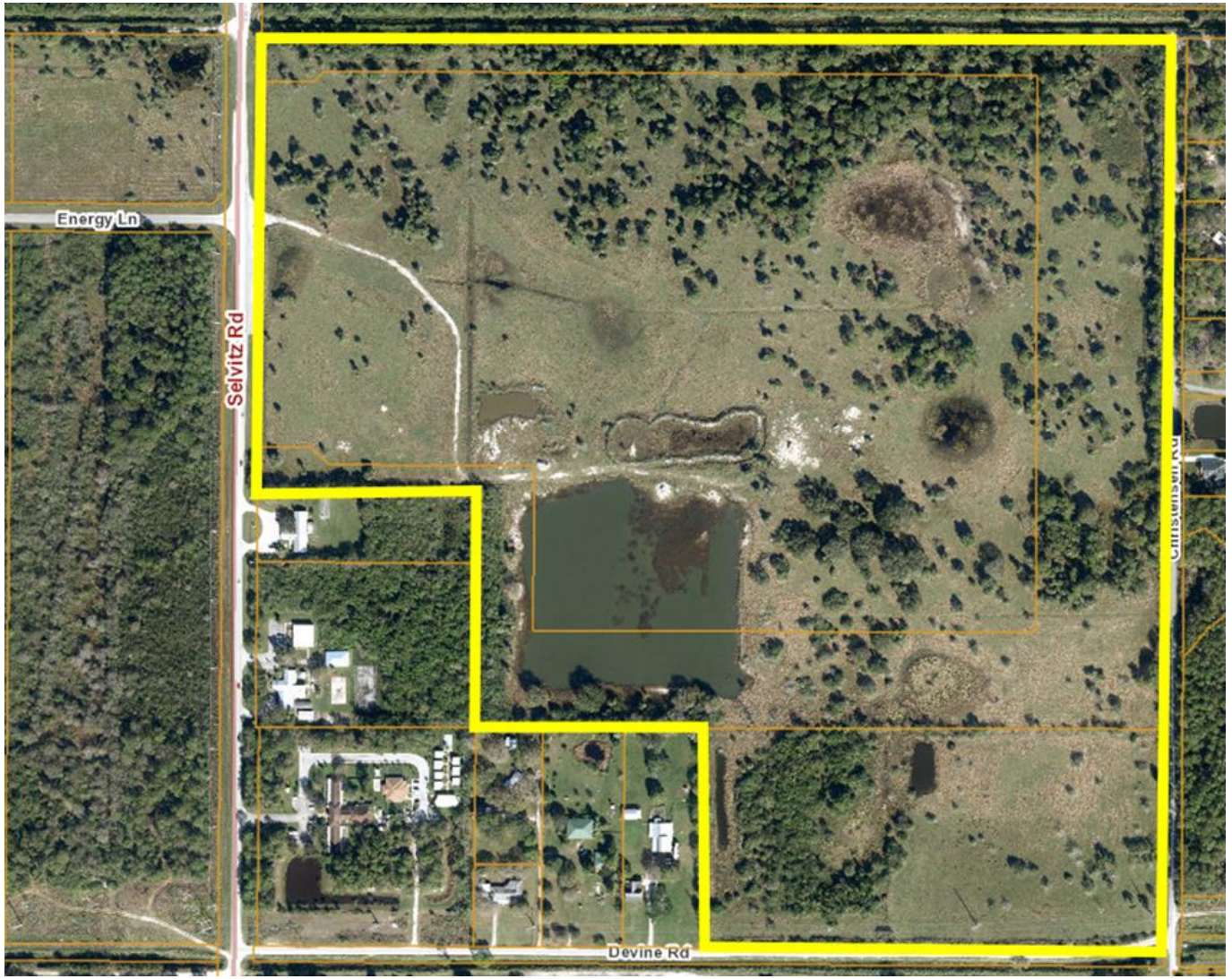
HISTORY

- 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.

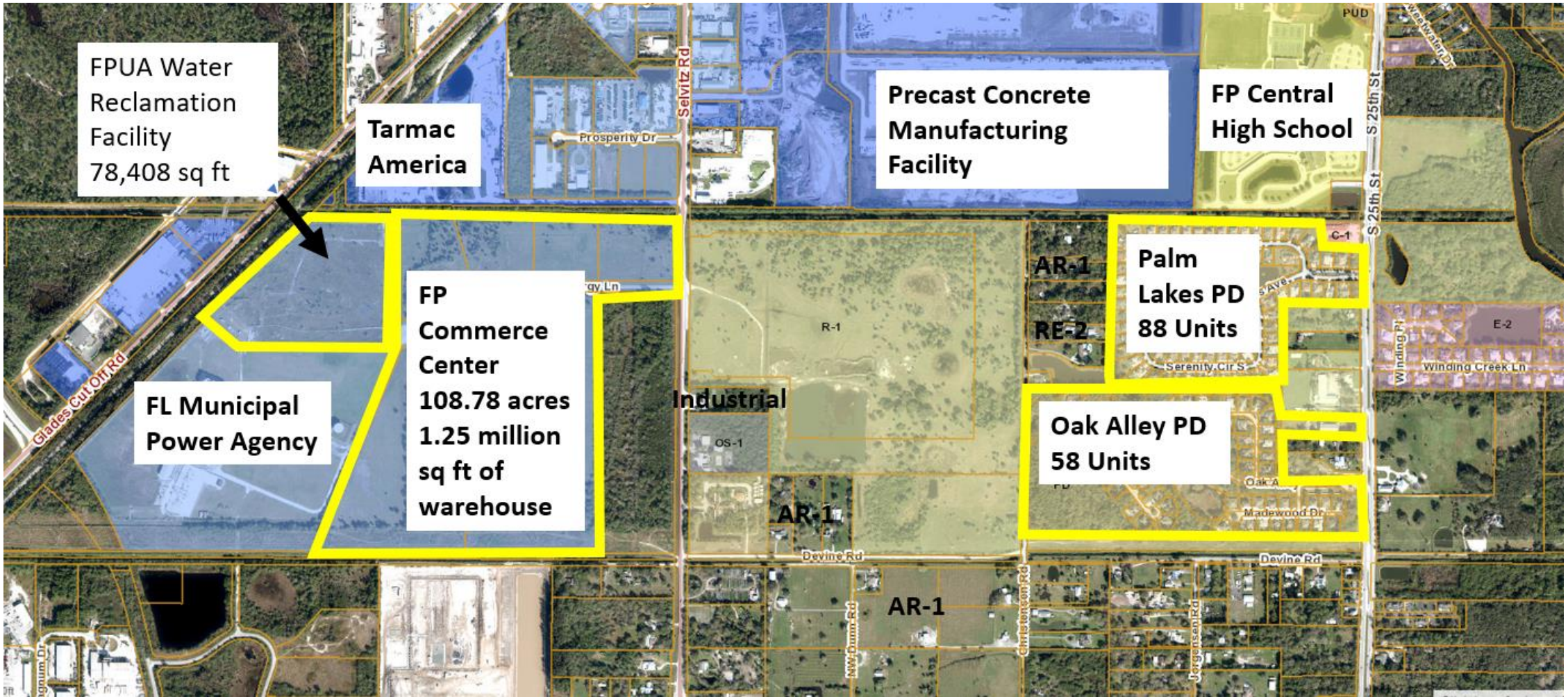
SITE LOCATION



SITE AREA= 122.8 +/- Acres

Selvitz Road Mixed Use PD – PD(Rezoning) with Site Plan

SURROUNDING USES AND APPROVED PROJECTS

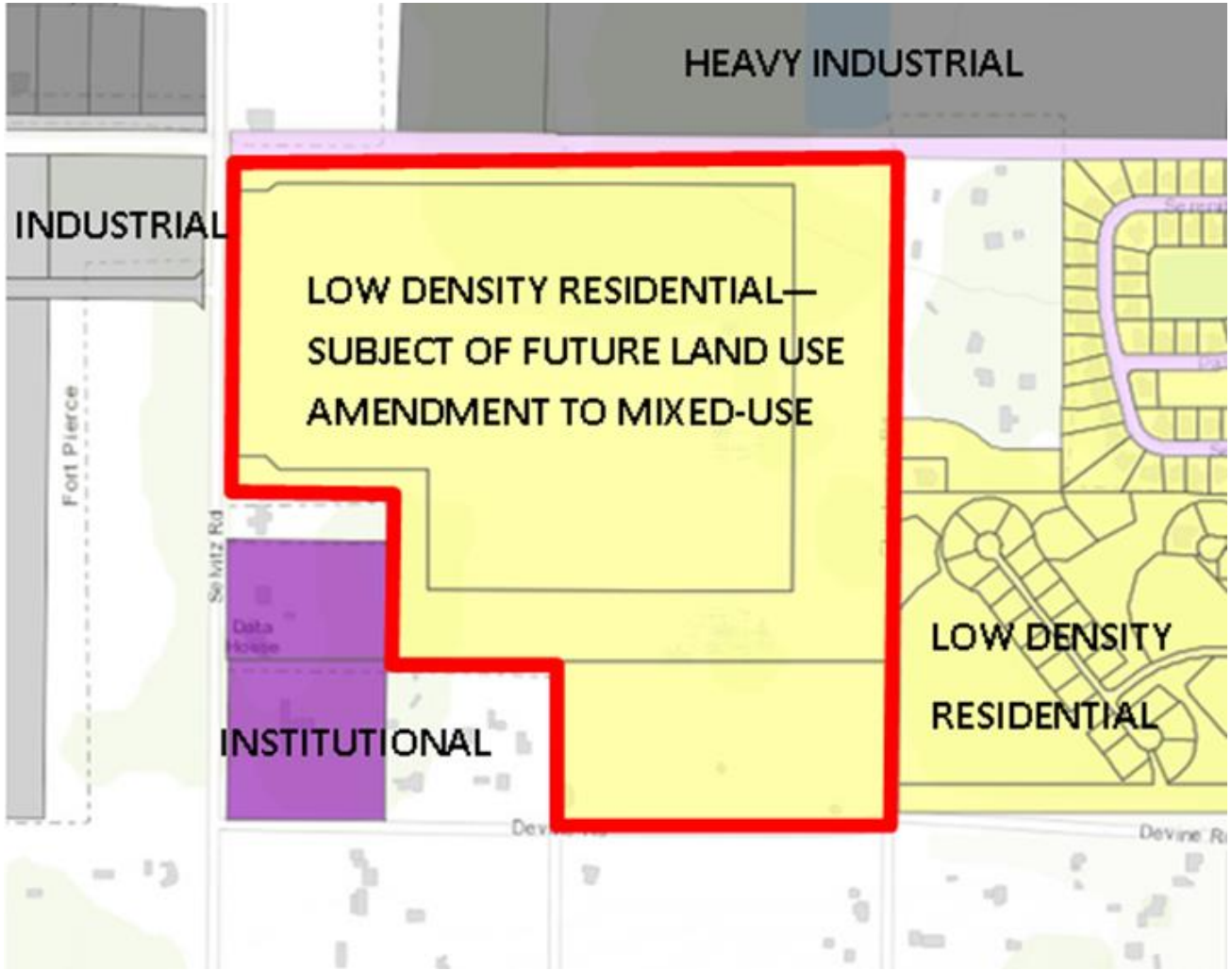


Selvitz Road Mixed Use PD – PD(Rezoning) with Site Plan

EXISTING/PROPOSED FLU

Current FLU:
RL, Low Density Residential

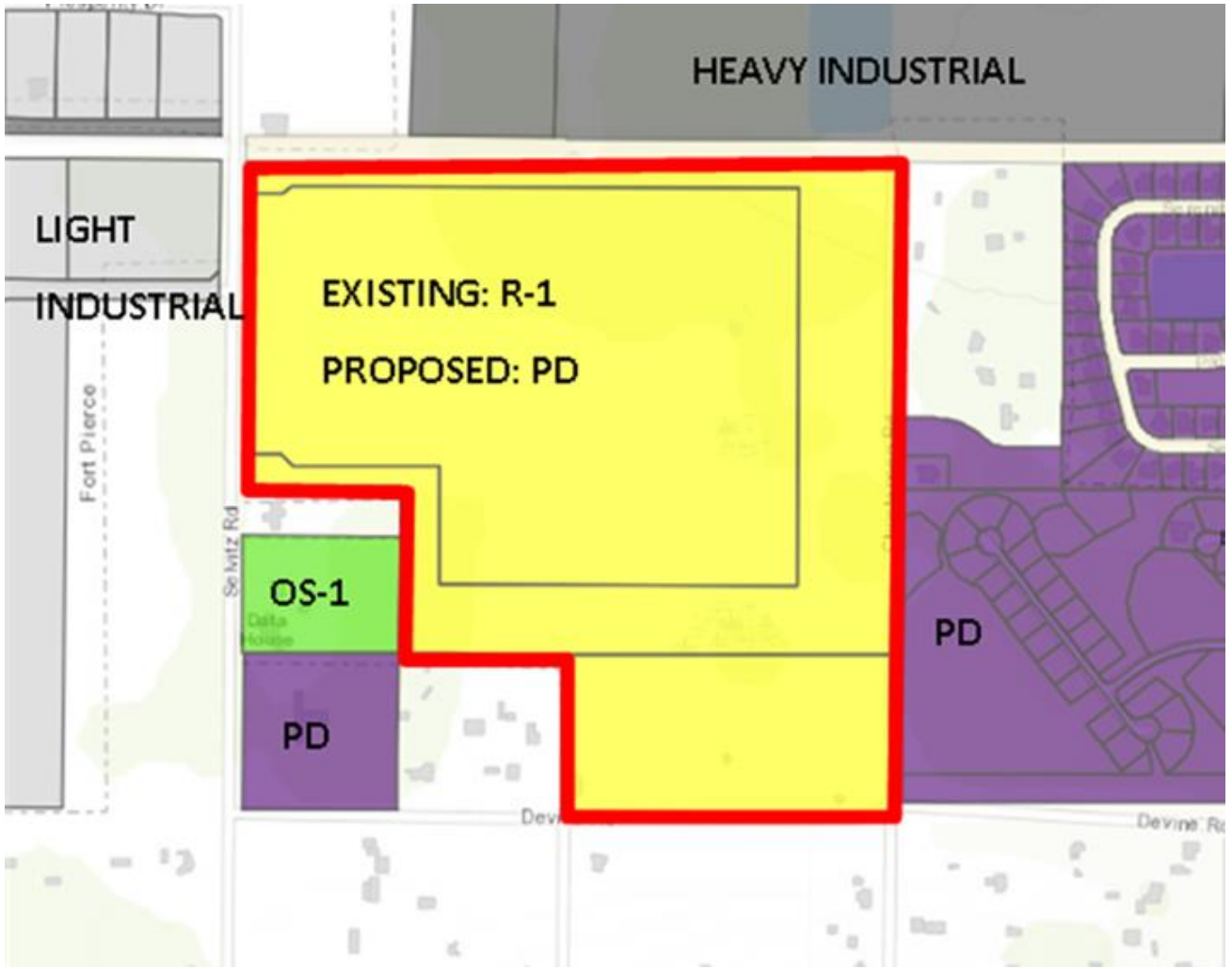
Proposed FLU:
MXD, Mixed-Use Development



EXISTING/PROPOSED ZONING

Current Zoning:
R-1, Low Density Residential Zone

Proposed Zoning:
PD, Planned Development



Selvitz Road Mixed Use PD – PD(Rezoning) with Site Plan

ORIGINAL CONCEPT PLAN

Pod 1: Single Family Homes/ Townhomes (400 Units)

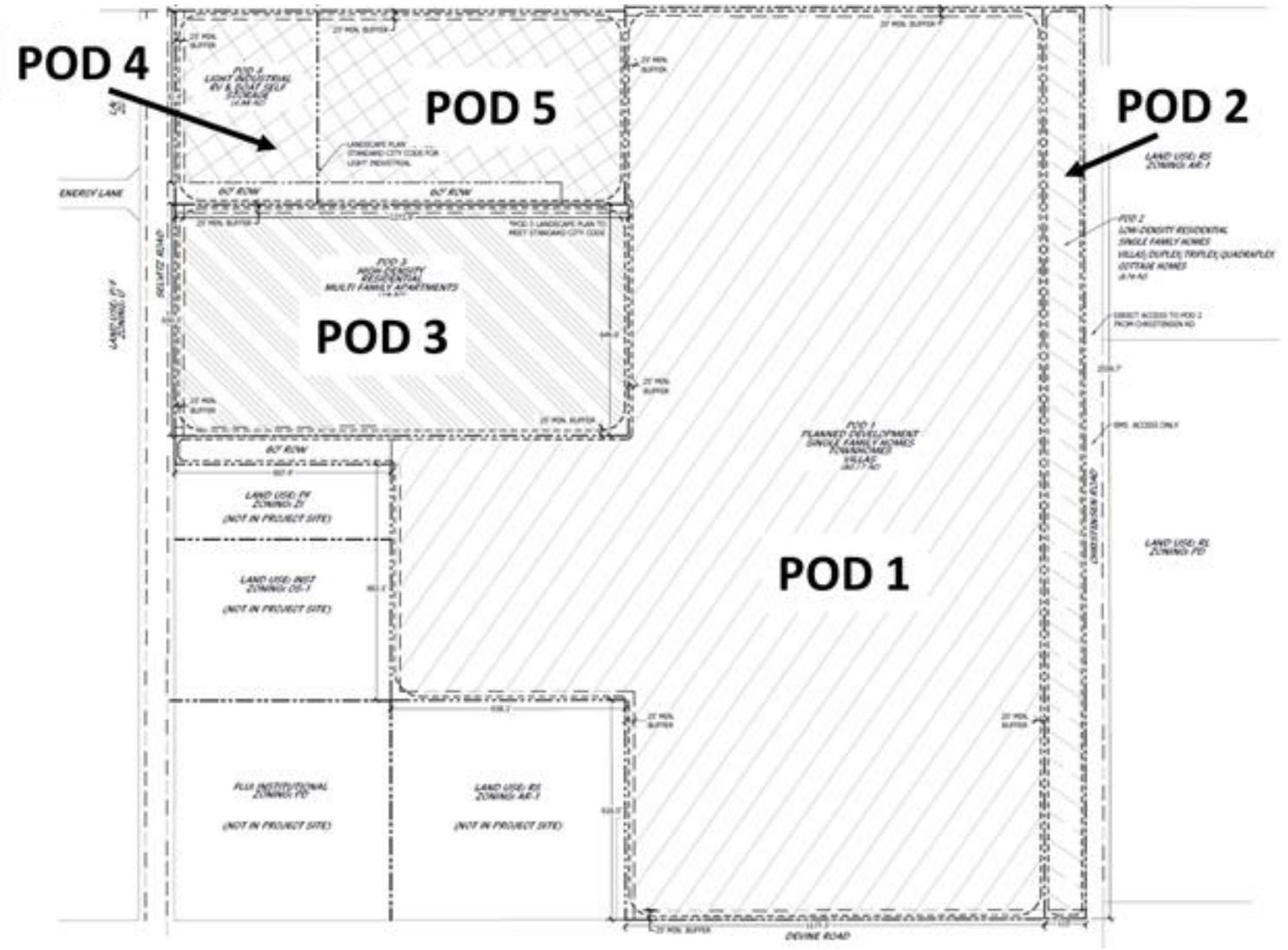
Pod 2: Single Family Homes/ Villas, Duplex, Triplex, Quadraplex, Cottage Homes (74 Units)

Pod 3: Multi-Family Apartments (325 Units)

Pod 4: Light Industrial RV & Boat Self-Storage

Pod 5: Light Industrial

Total Units: 799 (6.5 du/ac)



Selvitz Road Mixed Use PD – PD(Rezoning) with Site Plan

ST. LUCIE COUNTY COMMENTS

The following comments are offered by SLC PW- Engineering (David Hayes):

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.**

ST. LUCIE COUNTY COMMENTS

The following comments are offered by St. Lucie County Planning & Development Services and Traffic Consultant: Kimley-Horn and Associates, Inc.:

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.

PLANNING BOARD RECOMMENDATION

Planning Board recommended approval of the proposed Zoning Atlas Map Amendment 4-2.

CITY COMMISSION – FIRST HEARING

At the October 16, 2023, City Commission Meeting, The City Commission recommended approval with sixteen (16) staff conditions with the following additional condition:

17. All residential traffic must access the planned development from the southern access point along Selvitz Road.

APPLICANT'S RESPONSE TO CITY COMMISSION FOR APPROVAL (3 Additional Conditions)

1. For the lots in Pod 2 which have direct access from Christensen Road, the lot widths will be approximately +/- 165 feet to match and be consistent with the existing residential lots east of Christensen Road.

2. The applicant will improve the northern end of Christensen Road by constructing a cul-de-sac to allow for easier turnaround at the end of the road.

3. A small passive recreation area will be constructed consistent with the attached Exhibit A at the southern edge of Pod 2, at the intersection of Devine Road and Christensen Road.

These commitments will enhance Christensen Road and address the community's concerns regarding compatibility and public benefits of the project. The recreational area at the southeastern corner of the site provided enhancements to the area and a community space for the public. This area with walking trails is also a potential pedestrian connection point between the Selvitz community and the areas to the east and south of the property.

PROPOSED REVISED SITE PLAN

Pod 1: Single Family Homes/ Townhomes (400 Units)

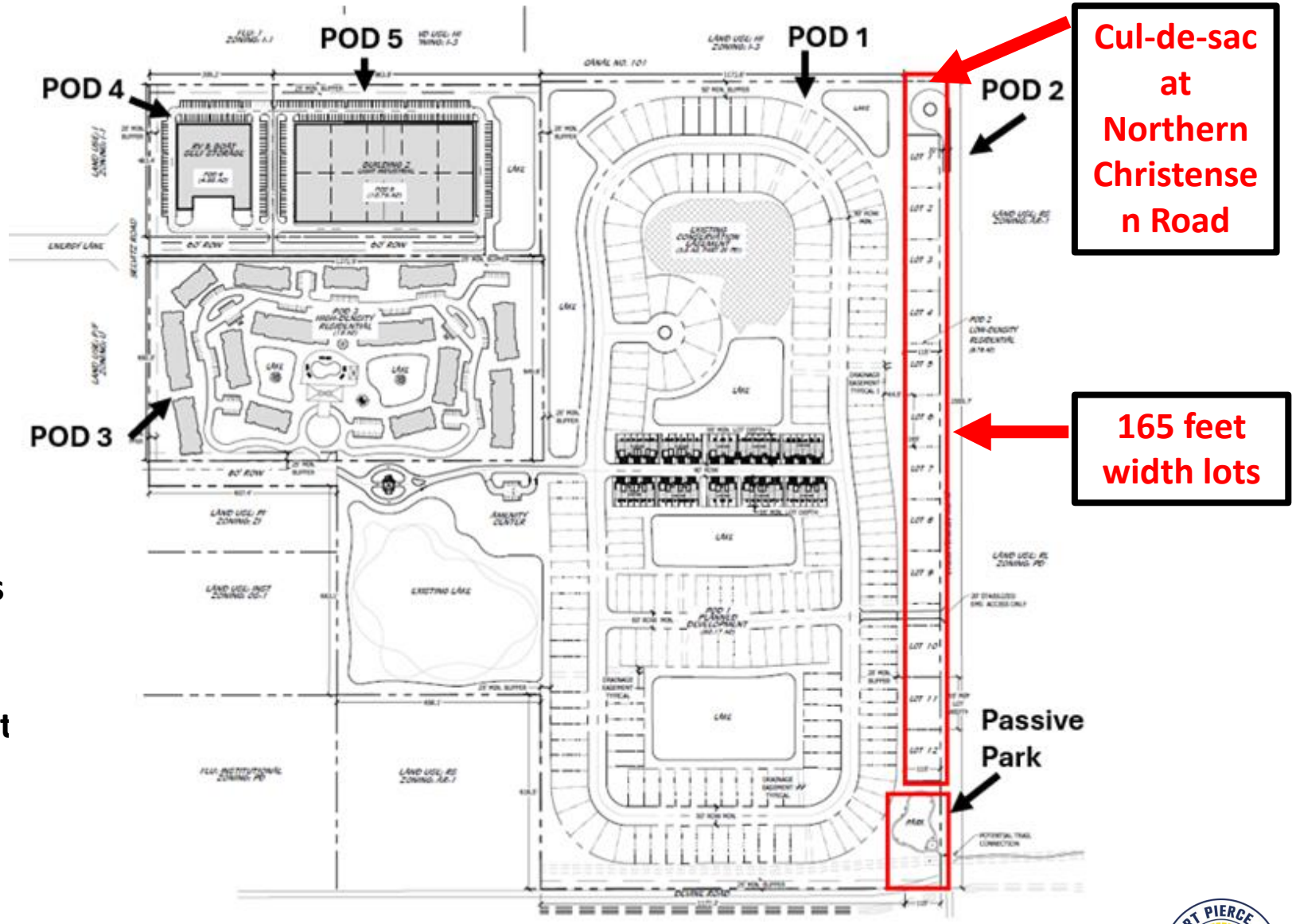
Pod 2: Single Family Homes/ Villas, Duplex, Triplex, Quadraplex, Cottage Homes (12 Units)

Pod 3: Multi-Family Apartments (325 Units)

Pod 4: Light Industrial RV & Boat Self-Storage

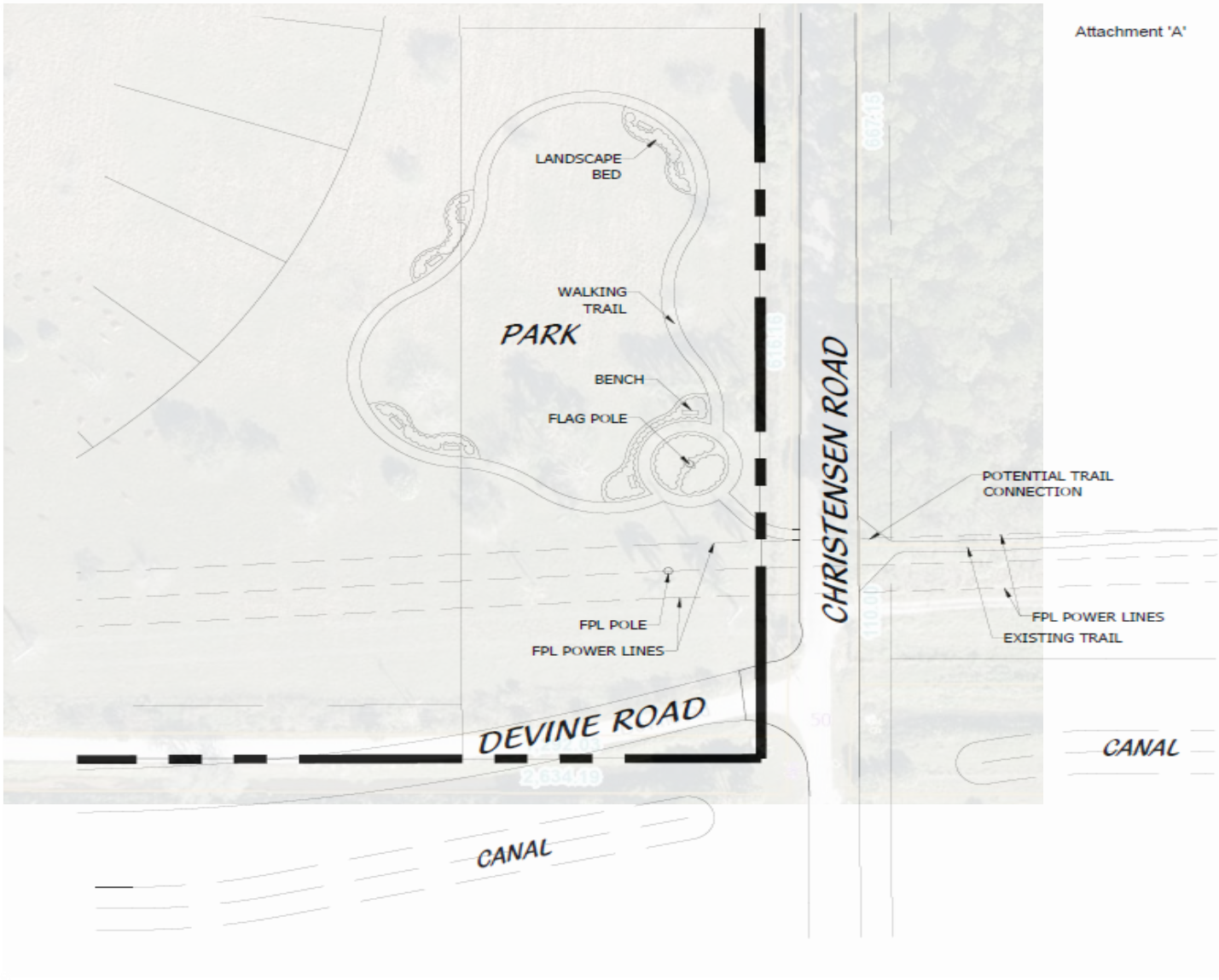
Pod 5: Light Industrial

Total Units: 737 (6 du/ac)



Selvitz Road Mixed Use PD – FLUMA,PD(Rezoning) with Site Plan

Devine Road & Christensen Road Park Exhibit



Park Amenities

- Landscape Bed
- Walking Trail
- Bench
- Flag Pole
- Potential Trail Connection

SITE DATA

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	12
DU/AC	2
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	SINGLE FAMILY LOT
MINIMUM LOT SIZE	1520	2875	2875	2875	2875	4600
MINIMUM LOT DEPTH	95	115	115	115	115	115
MINIMUM LOT WIDTH	16	25	25	25	25	40
MINIMUM LOT COVERAGE	N/A	80%	80%	80%	80%	80%
MINIMUM FRONT SETBACK	18	18	18	18	18	18
FOR SIDELOAD GARAGE	10					
MINIMUM SIDE SETBACK	5	5	5	5	5	5
MINIMUM SIDE SETBACK (CORNER)						15
MINIMUM REAR SETBACK	10	10	10	10	10	10
MINIMUM BUILDING HEIGHT	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

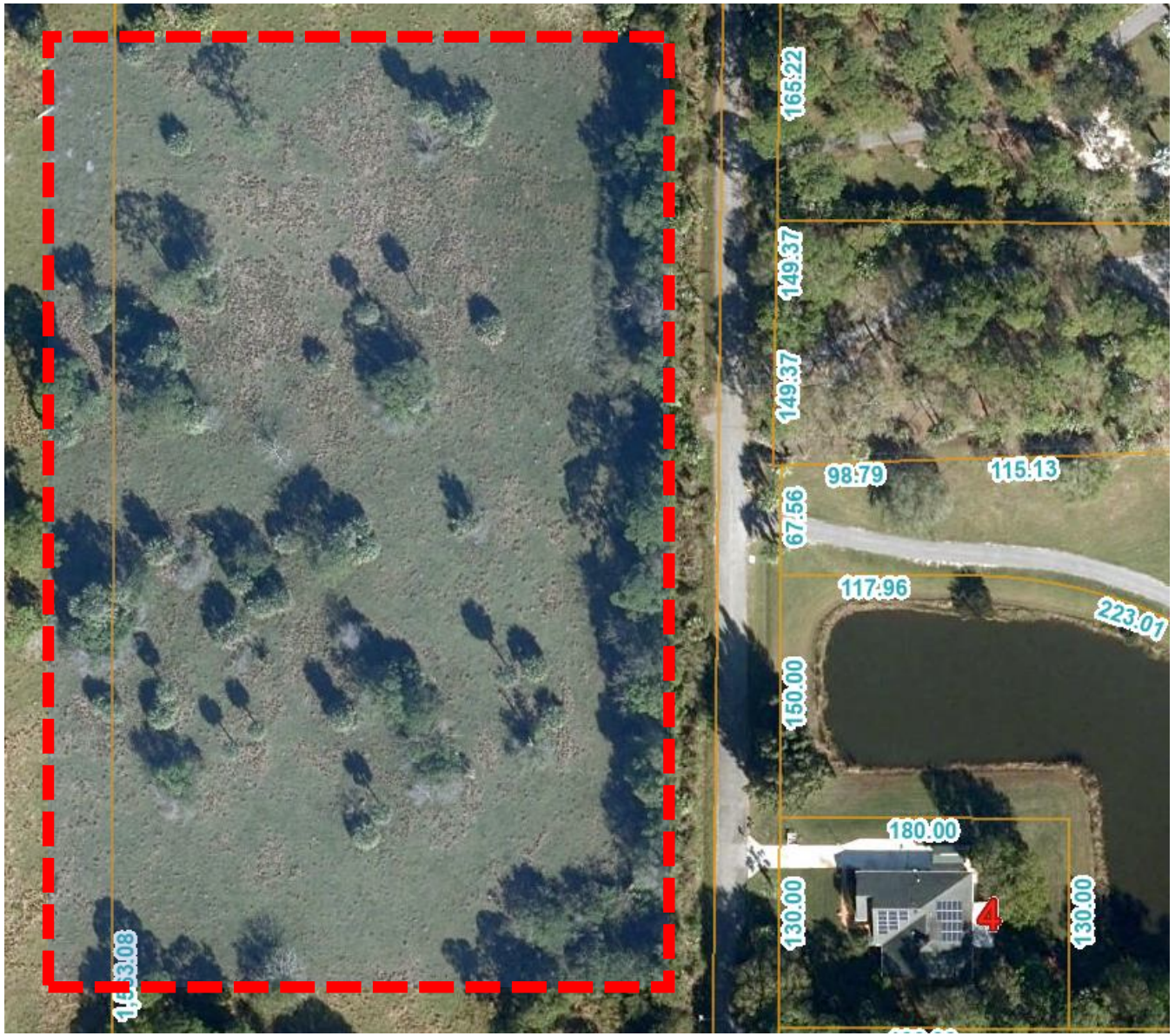
TRAFFIC STATEMENT

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.

Northern Chistensen Road Neighboring Lot Widths



Northern Middle Chistensen Road Neighboring Lot Widths



Southern Middle Chistensen Road Neighboring Lot Widths



Southern Chistensen Road Neighboring Lot Widths



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 seventeen (17) 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 seventeen (17) 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

April 1st, 2024

Selvitz Road Mixed Use PD – PD(Rezoning) with Development 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.

17. All residential traffic must access the planned development from the southern access point along Selvitz Road.

CITY OF FORT PIERCE

CITY COMMISSION

April 1st, 2024

Selvitz Road Mixed Use PD – PD(Rezoning) with Development Plan
(2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4)
NE Corner of Selvitz Road & Devine Road

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

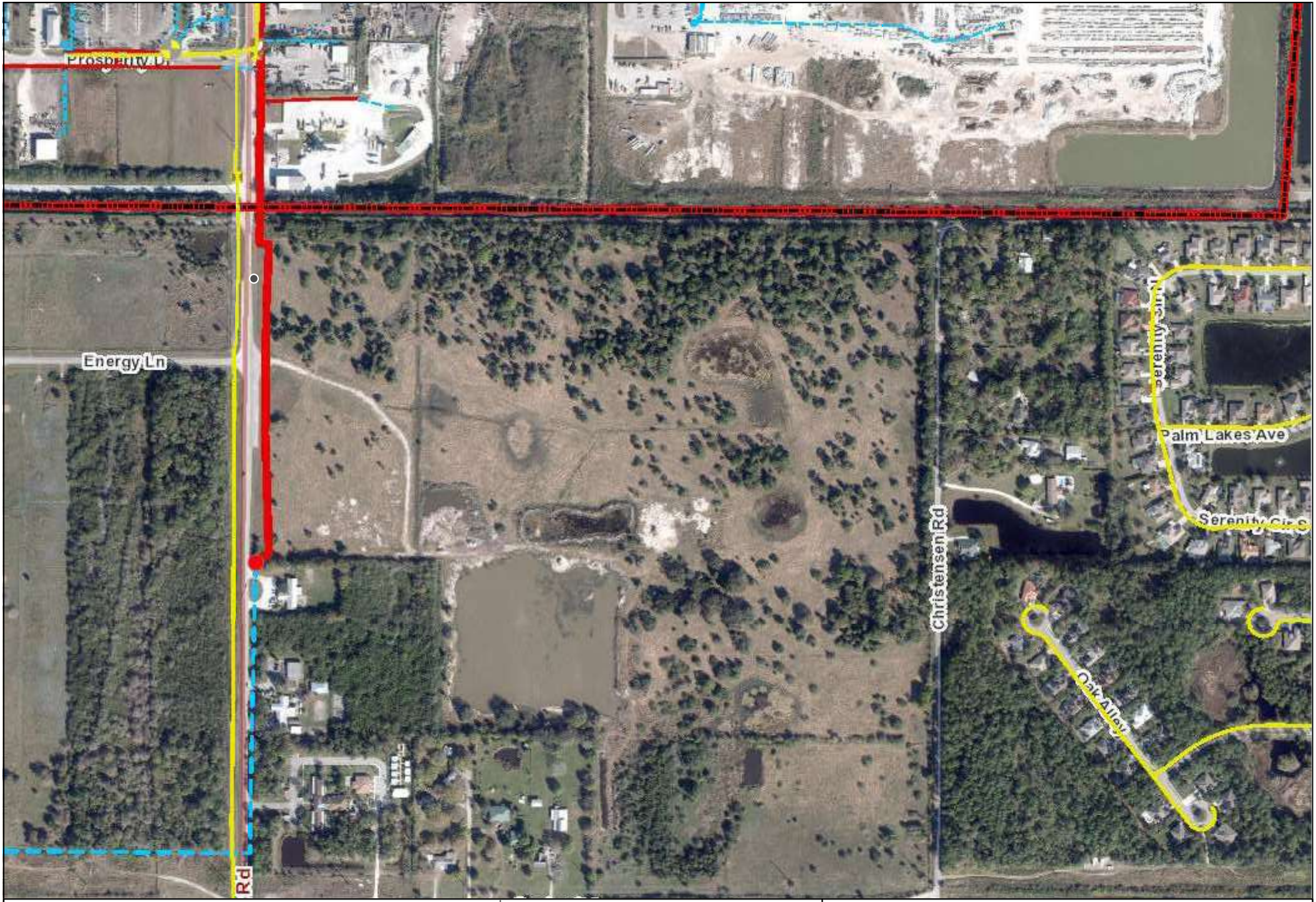
Comments:

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
- 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

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

Site Plan Approved: _____

Site Plan Approved with conditions: _____

Site Plan Approval pending written acknowledgement of conditions: ___X____

Site Plan Rejected: _____

The Following Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com**
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

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 Vennis Gilmore, Assistant Planning Director Ryan Altizer, Senior Planner 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

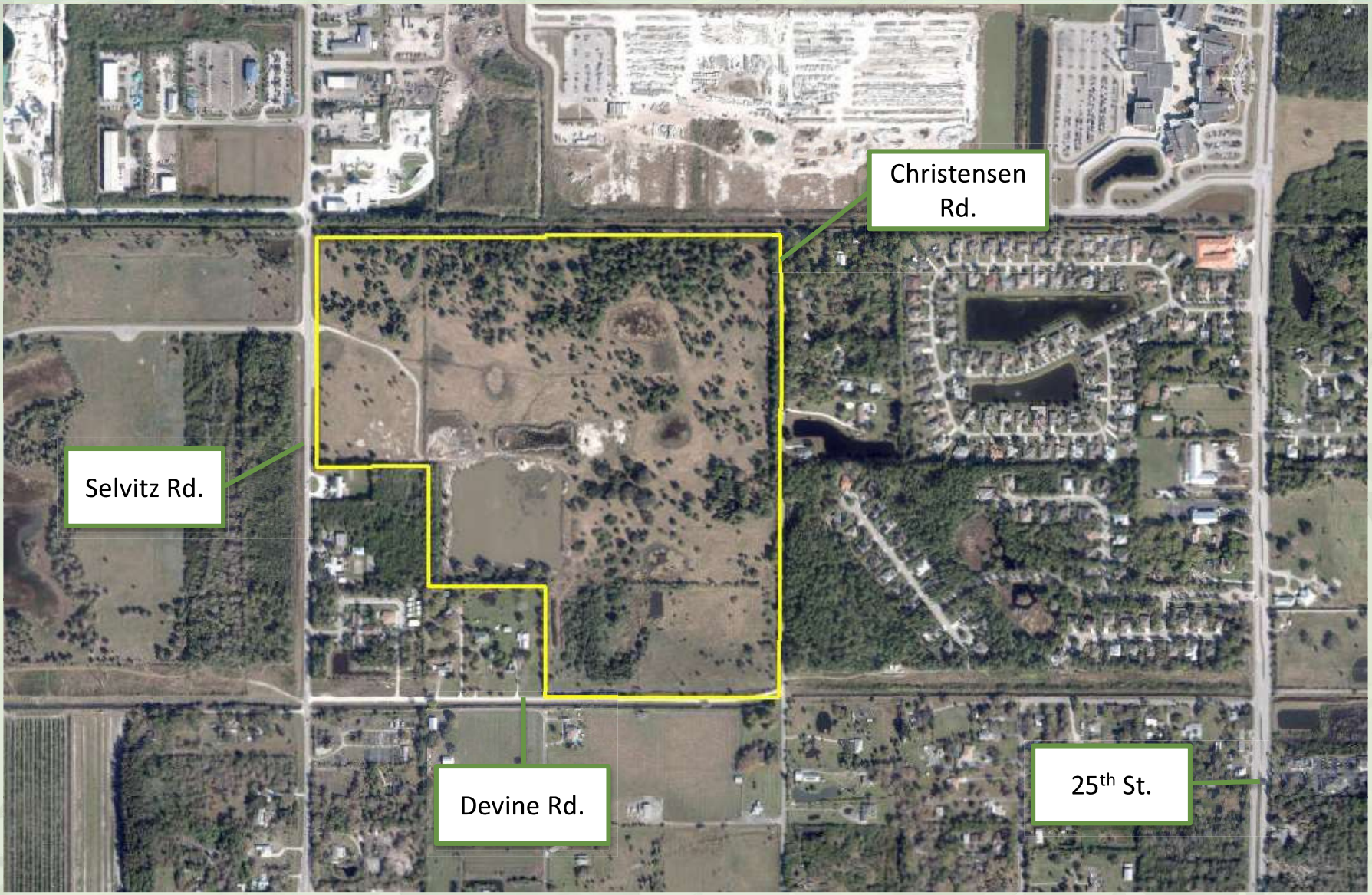
Location | Context Road Network

Cotleur & Hearing



Aerial | Existing Conditions

Cotleur & Hearing



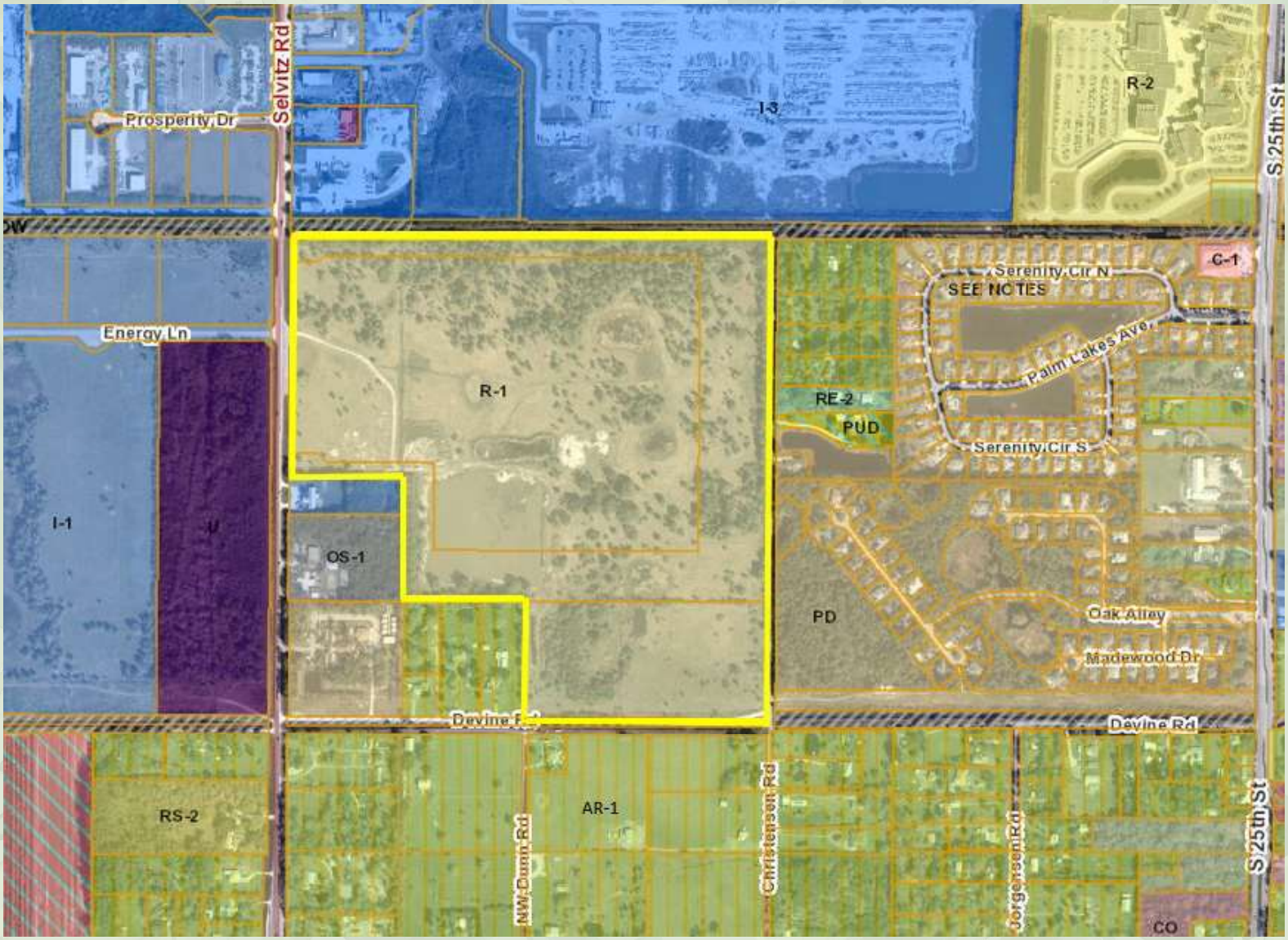
FLUM | Existing Future Land Uses



Selvitz Road Mixed-Use

City of Fort Pierce, FL

Zoning | Existing Zoning Designations

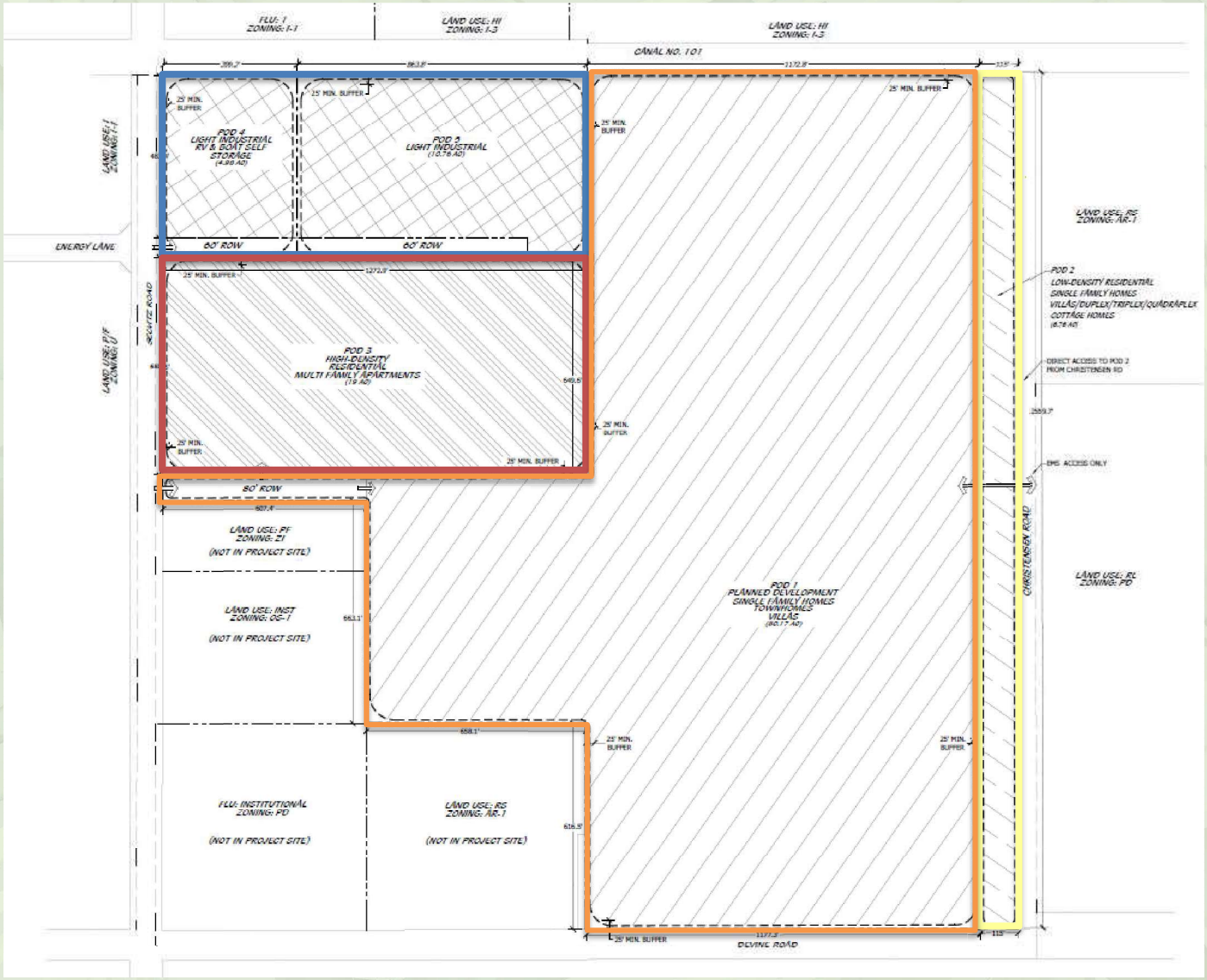


Selvitz Road Mixed-Use

City of Fort Pierce, FL

Planned Development | Bubble Plan

Cotleur & Hearing



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
- Mariana Arias Sanz, AICP
- Phoebe Prentner

Traffic Engineer – MacKenzie Engineering & Planning

- Shaun MacKenzie, PE

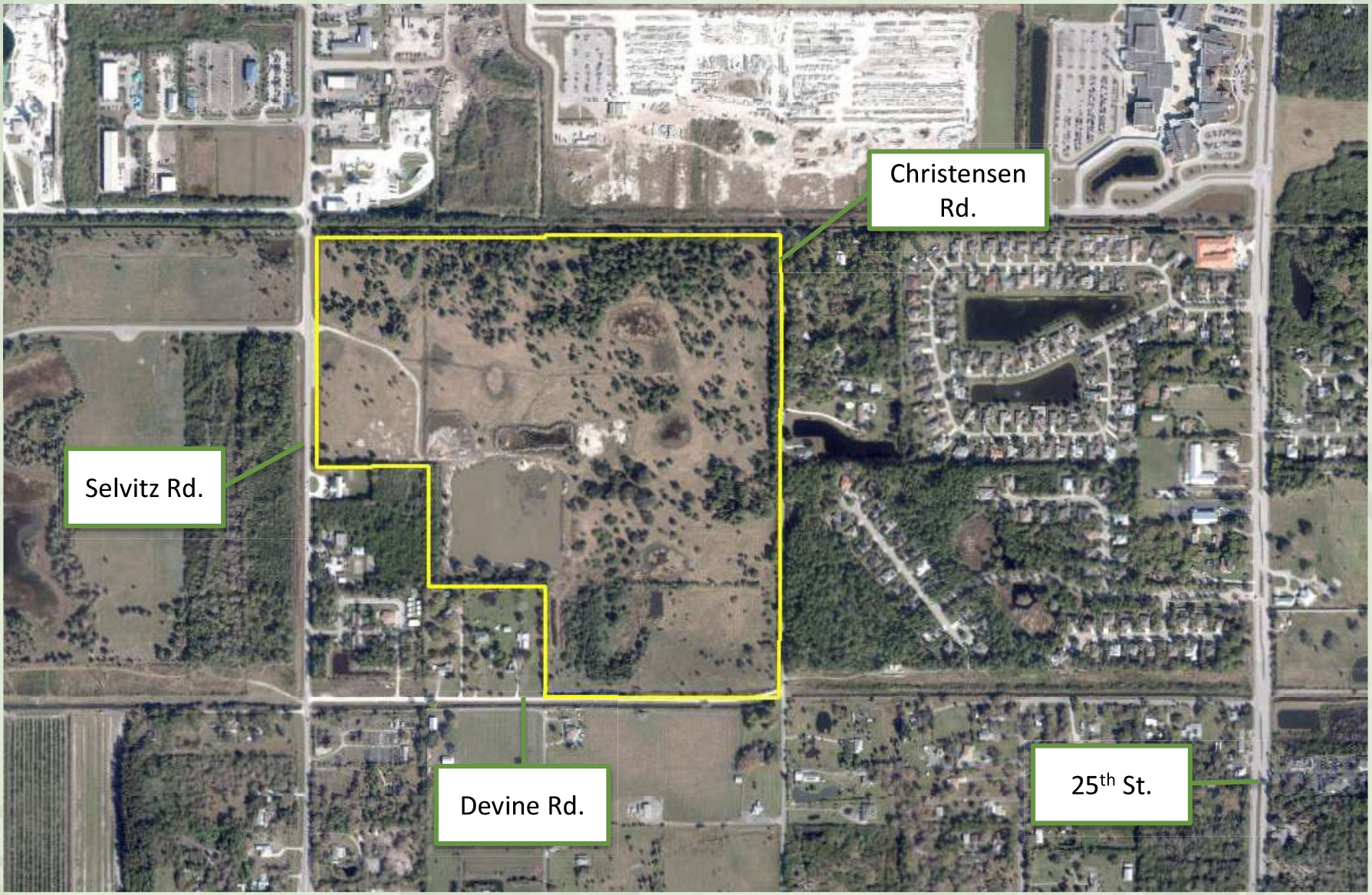
Location | Context Road Network

Cotleur & Hearing



Aerial | Existing Conditions

Cotleur & Hearing



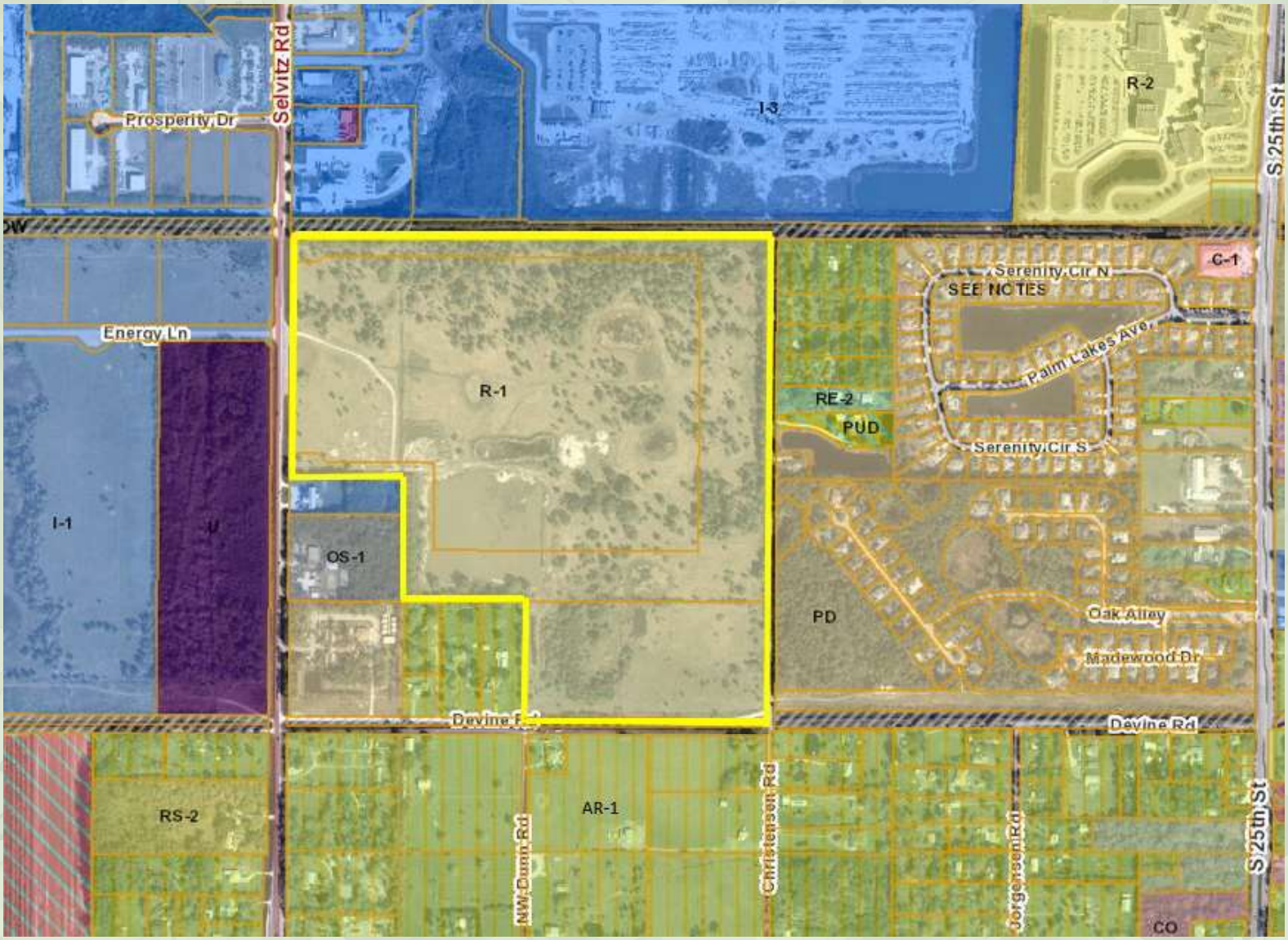
FLUM | Existing Future Land Uses



Selvitz Road Mixed-Use

City of Fort Pierce, FL

Zoning | Existing Zoning Designations

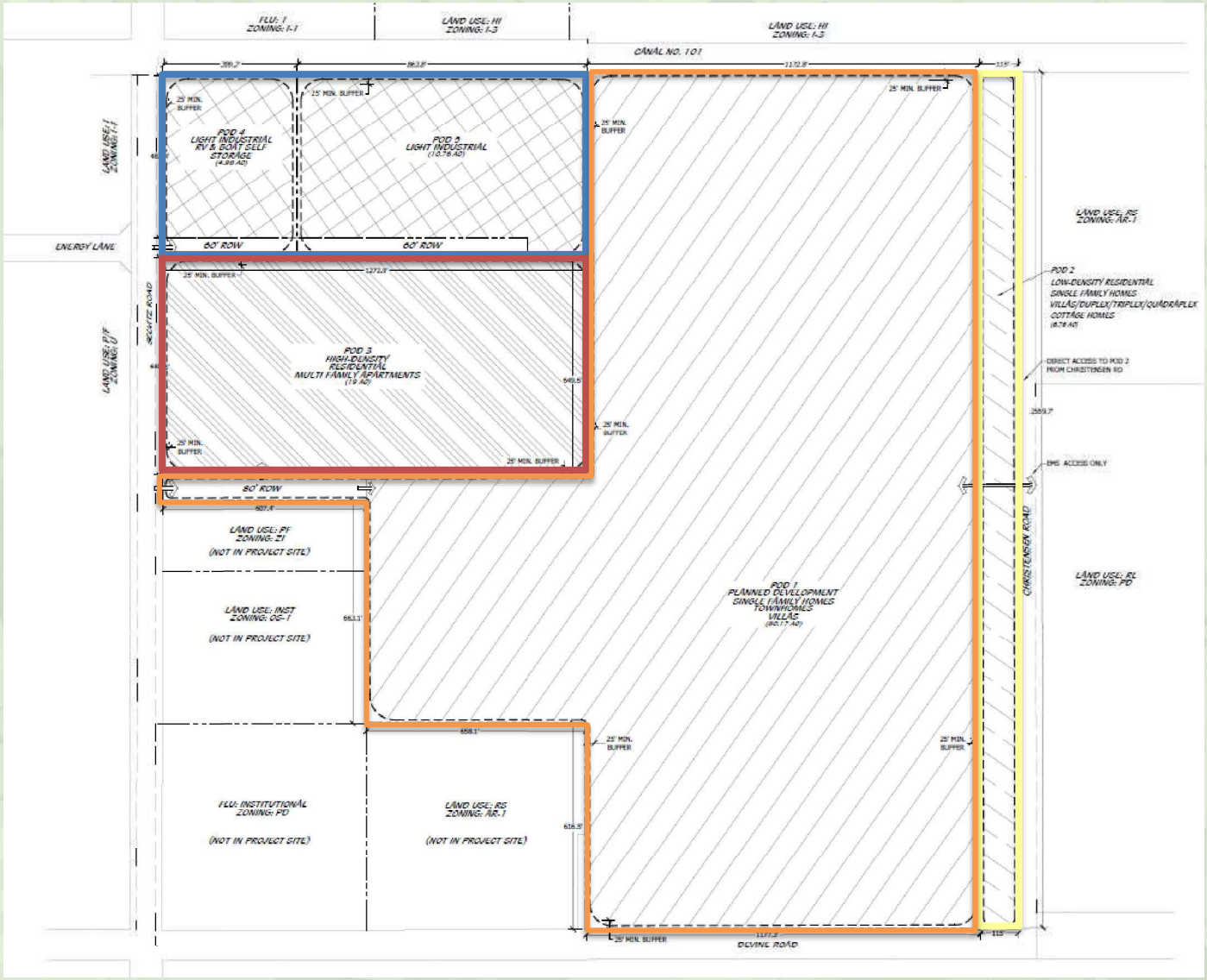


Selvitz Road Mixed-Use

City of Fort Pierce, FL

Planned Development | Bubble Plan

Cotleur & Hearing



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.

SITE DATA

EXISTING LAND USE	RI	**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	737
MAX GROSS DU/AC	6

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

RESIDENTIAL DEVELOPMENT STANDARDS

	TOWNHOMES	VILLAS	TRIPLEX	COTTAGES	QUADRAPLEX	SINGLE FAMILY LOT
MINIMUM LOT SIZE	1520	2875	2875	2875	2875	4600
MINIMUM LOT DEPTH	95	115	115	115	115	115
MINIMUM LOT WIDTH	16	25	25	25	25	40
MINIMUM LOT COVERAGE	N/A	80%	80%	80%	80%	80%
MINIMUM FRONT SETBACK	18	18	18	18	18	18
FOR SIDELOAD GARAGE	10					
MINIMUM SIDE SETBACK	5	5	5	5	5	5
MINIMUM SIDE SETBACK (CORNER)						15
MINIMUM REAR SETBACK	10	10	10	10	10	10
MINIMUM BUILDING HEIGHT	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).

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	12
DU/AC	2
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	4.90
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

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

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.

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.

DRAINAGE STATEMENT

THE PROPOSED DRAINAGE SYSTEM WILL CONSIST OF A NETWORK OF PIPES AND CATCH BASINS INTERCONNECTING THE ROADWAYS TO THE PROPOSED ONSITE LAKES. WATER QUALITY WILL BE ACHIEVED WITHIN THE LAKE.

AS THE OVERALL PROPERTY IS DEVELOPED LAKES AND DITCHES WILL BE CONSTRUCTED TO PROVIDE SUFFICIENT ATTENUATION OF RUN-OFF AT VARIOUS STAGES OF THE PROJECT UNTIL THE OVERALL LAKE AND DRAINAGE SYSTEM IS COMPLETE.

THE PROJECT OUTFALL LOCATION IS THE NORTH ST.LUCIE WATER CONTROL DISTRICT LOCATED NORTH OF THE PROJECT SITE.

PROJECT TEAM

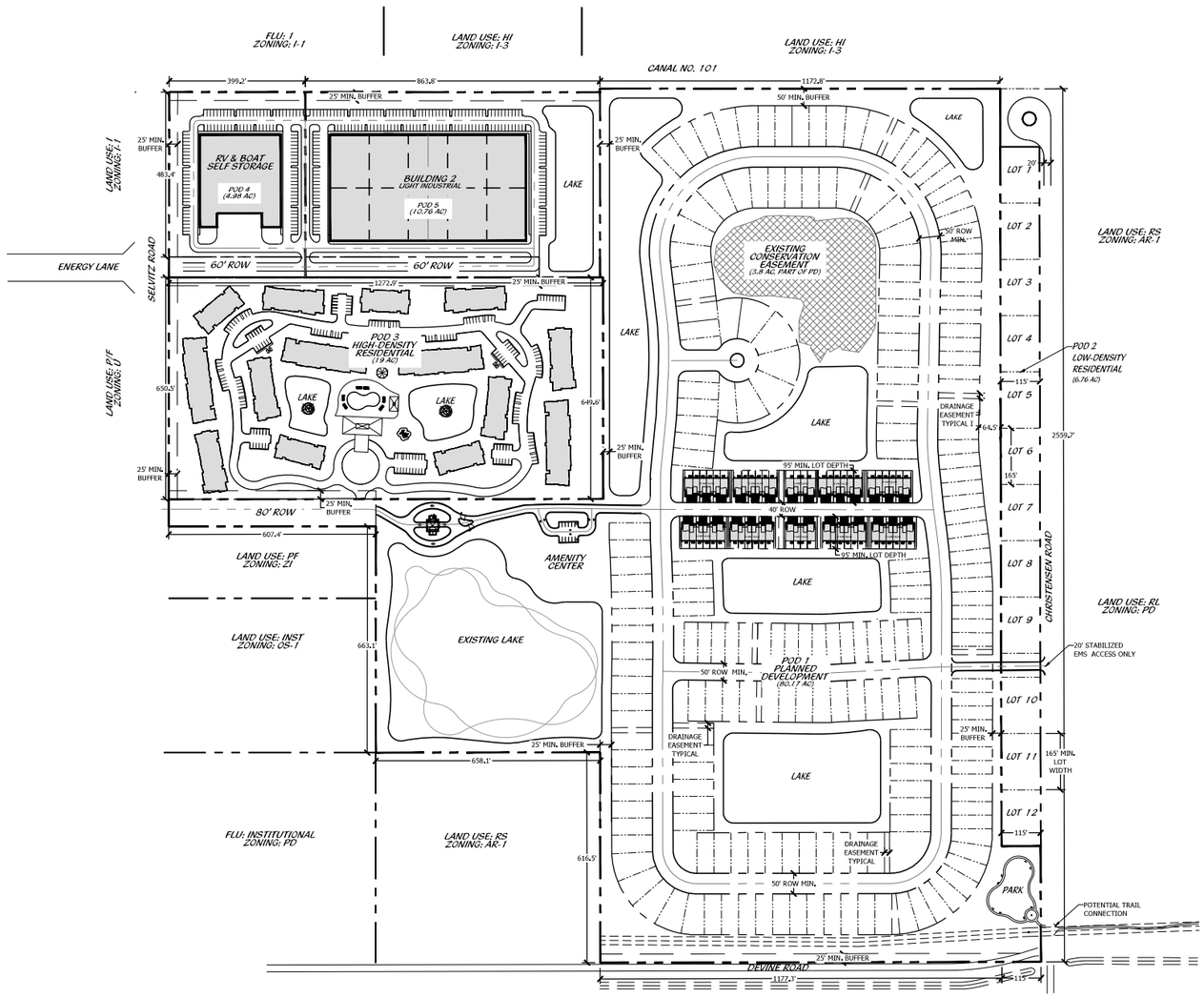
OWNER/CLIENT:
DON STEVENSON
SELVITZ I/II/III
631 US HWY 1, SUITE 409
NORTH PALM BEACH, FL 33408
561.653.1104

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



*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 PODS, 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 03-13-24
REVISIONS

SHEET 1 OF 1

© 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.

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

January 12, 2024

Vennis Gilmore, Assistant Planning Director
City of Fort Pierce Planning Department
100 North US 1
Fort Pierce, FL 34950

Project: Selvitz Mixed-Use Project
Subject: Conditions of Approval

Vennis,

Please accept this letter to formally suggest three conditions of approval to the land use amendment and rezoning for the above-mentioned project, namely the improvements to Pod 2 (the eastern edge of the project site).

1. For the lots in Pod 2 which have direct access from Christensen Road, the lot widths will be approximately +/- 165 feet to match and be consistent with the existing residential lots east of Christensen Road.

2. The applicant will improve the northern end of Christensen Road by constructing a cul-de-sac to allow for easier turnaround at the end of the road.

3. A small passive recreation area will be constructed consistent with the attached Exhibit A at the southern edge of Pod 2, at the intersection of Devine Road and Christensen Road.

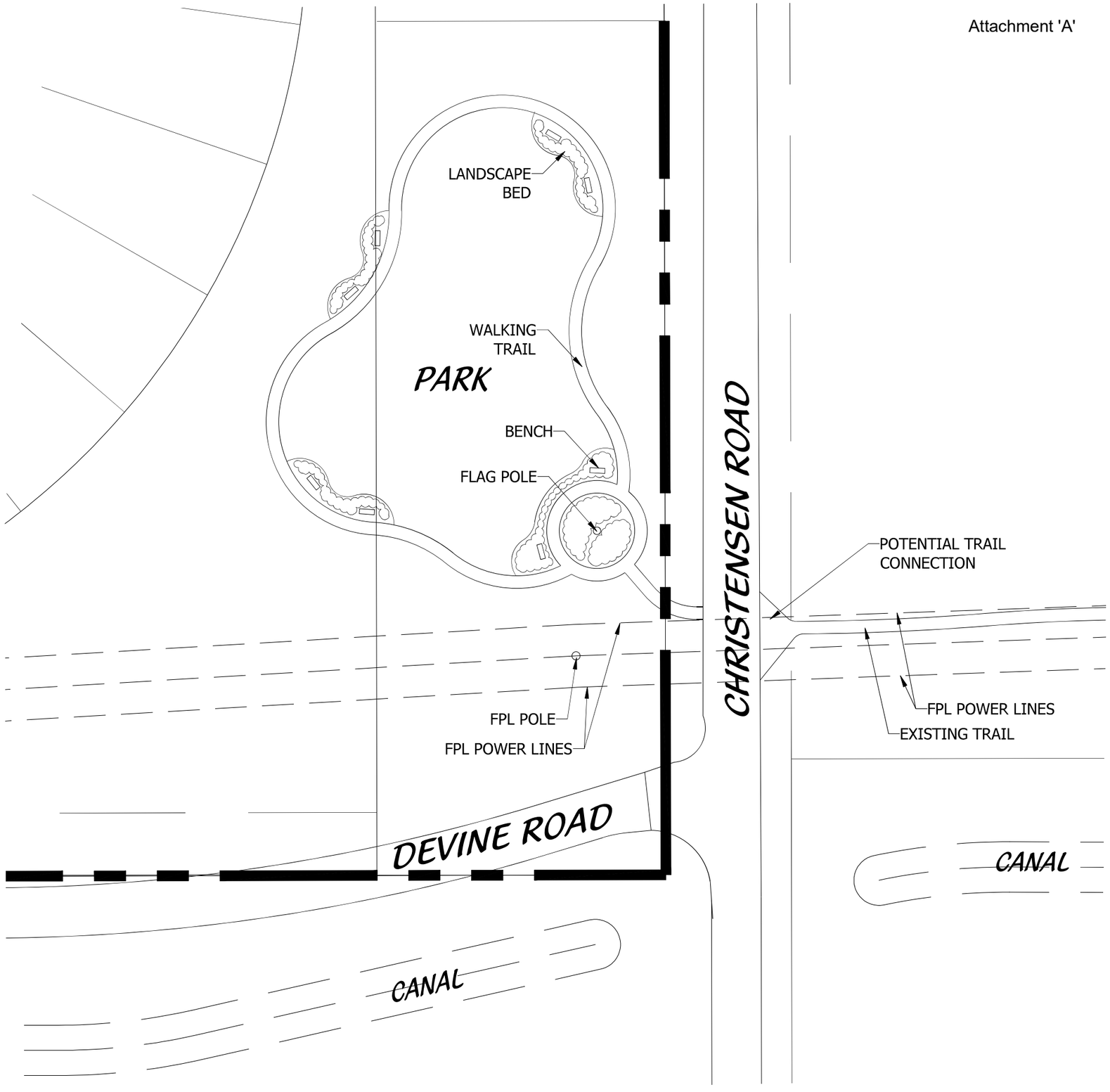
These commitments will enhance Christensen Road and address the community's concerns regarding compatibility and public benefits of the project. The recreational area at the southeastern corner of the site provided enhancements to the area and a community space for the public. This area with walking trails is also a potential pedestrian connection point between the Selvitz community and the areas to the east and south of the property. If you have any questions about these improvements, please do not hesitate to contact me at 561-747-6336 or dsorrow@cotleur-hearing.com.

Sincerely,



Daniel Sorrow, Project Manager
Cotleur & Hearing
1934 Commerce Ln, Suite 1
Jupiter, FL 33458

Attachment 'A'



DEVINE RD & CHRISTENSEN RD PARK EXHIBIT

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-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	01-12-24
REVISIONS	

SHEET 1 OF 1

© 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.

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

January 12, 2024

Vennis Gilmore
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

Project Name: Selvitz Road Mixed-Use

Project Type: Future Land Use Map Amendment

Project Number: TRC 22-06000008

Dear Vennis,

Please accept this letter as the official response to third-party reviewers from state and other regional and local agencies. Please note that some comments that were made pertain to the PD rezoning and conceptual master plan.

Florida Department of Commerce

No comments on the proposed Future Land Use Map Amendment.

Treasure Coast Regional Planning Council

1. No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified. However, prior to the approval of any development plan, Council would suggest that the City obtain confirmation of the availability of all services including potable water and sanitary sewer, transportation, police and fire, schools, and parks/recreation to the site and, if not currently available, a timeline for availability.

Response: Acknowledged, these availabilities will be confirmed at site plan submittal for the upcoming phases.

Florida Department of Transportation

1. Changes to other elements of the comprehensive plan to achieve consistency with the future land use change are not included with the transmittal package. Per Section 163.3177(2), F.S., the several elements of the comprehensive plan shall be consistent. Where data is relevant to several elements, consistent data shall be used and each map depicting future conditions must reflect the principles, guidelines, and standards within all elements.

Recommendation: The City should consider updating the Transportation Element of the Comprehensive Plan as part of the adopted amendment, including at a minimum, to amend Map 2-14 (Future 2030 Number of Lanes) to include Selvitz Road as a thoroughfare roadway and designate it as a future 4 lane facility consistent with the needs identified in the traffic analysis provided for the amendment. Changes to the Capital Improvements Element should also be considered as appropriate.

Response: The applicant agrees that these other elements of the Comprehensive Plan should be amended in the future to reflect more recent conditions and improvements that will be required for higher levels of service in the future.

2. There are no identified cost feasible capacity improvements for Selvitz Road between Midway Road and Glades Cut-Off Road in the St. Lucie Transportation Planning Organization (TPO) Smart Moves 2045 Long Range Transportation Plan. It is not clear that the capacity improvement identified in the traffic study on Selvitz Road can be funded for construction prior to or concurrent with the impacts of development.

Recommendation: The City should coordinate with the TPO regarding future capacity needs on Selvitz Road and inclusion of the roadway as cost feasible in the Smart Moves 2045 Long Range Transportation Plan. This can help ensure that the roadway is positioned to capitalize on future funding opportunities directed by the TPO.

Response: The applicant agrees with this coordination for future needs and capacities on Selvitz Road. The improvements on Selvitz related to this project will be provided as required.

3. Information submitted with the amendment indicates that there is a funded capacity project to widen Selvitz Road to four lanes between Edwards Road and Glades Cut-Off Road. The traffic study submitted with the amendment recommends four lanes on Selvitz Road from Midway Road to the amendment site. This recommendation leaves an approximate 2/3-mile gap on Selvitz Road as a two-lane section.

Recommendation: The department recommends that the City updates its Transportation Element consistent with the recommendation for comment #1.

Response: Acknowledged, please see the response to comment #1.

South Florida Water Management District

There are no regionally significant water resource issues, however;

1. The City is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Upper East Coast (UEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the UEC Water Supply Plan Update on November 10, 2021. Therefore, the City's Work Plan was to be updated and adopted on May 2023; however, the District has not received the updated Work Plan for review to date. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands.

Response: Although this comment does not pertain to the Selvitz Mixed Use project directly, the applicant acknowledges the comment.

St. Lucie County Planning and Development Services

The Division does not have specific comments on the Future Land Use Map Amendment, however, provides the following advisory comments relative to a future Planned Development for the site.

1. The Preliminary Plan provides for several dozen single-family units along Christensen Road, a County right-of-way. The County's Comprehensive Plan seeks design of an internal street(s) to

serve new residential development, with some consideration to large lot agricultural residential development with direct frontage, therefore access to the roadway.

Response: The applicant agrees to provide large lots of no less than 165' wide along Christensen Road, which has the capacity to service the few proposed lots.

2. During the Transmittal Hearing, it was suggested that residential traffic may be routed away from the intersection of Energy Lane and Selvitz Road, in favor of a separate access further south (roughly 650-710ft away). This segment of Selvitz Road is anticipated to become a four-lane divided arterial in the future, therefore project access points, volumes, and full-access potential will require close examination.

Response: The applicant is providing two access points along Selvitz Road for safety measures and to separate residential from industrial uses. Access points are provided in locations that are outlined consistent with the county right-of-way code.

3. "Devine Road", a NSLRWCD Canal bordering the southern property line of the petition site, contains a dirt travel way that is used by a handful of residential units for access to Selvitz Road. Attention to any future access or trip assignment to this canal right-of-way should be carefully considered.

Response: The proposed Selvitz Mixed Use project will not utilize Devine Road for access.

4. Residential development within the project should be appropriately separated and buffered from active industrial development in the area.

Response: The residential portions of this development will have ample buffering and distancing from the industrial areas to the north and the light industrial uses allocated in the northwestern portion of the development.

City of Port St. Lucie

The project will not result in adverse deficiencies to roadways within the City of Port St. Lucie, and as such the City offers no objections to the proposal as currently designed.

Response: Acknowledged.

Kittleson & Associates

1. The trip generation in Table 2 was reviewed and was found acceptable for evaluating the highest and best use development programs for the current and proposed Future Land Use designations.

Response: Acknowledged.

2. Table 5 shows the reduced development program that includes 1,842 multifamily units, 535 KSF of office and 535 KSF of retail. The resulting internal capture of 24.9% included 43.8% internal capture from the multifamily component. This appears extremely high. Support would be needed to show that nearly half of all trips by the multifamily land use will stay internal to the site.

Response: The multifamily housing project is tailored and marketed to meet the workforce need of the office and retail/light industrial uses. The internal capture rate is based on marketing analytics of the relationship between housing and employment.

3. The development program and trip generation in Table 7 for the rezoning was reviewed and verified to use the highest and best uses and intensities.

Response: Acknowledged.

4. Table 7 includes the rates/formulas for LUC 150, Warehouse, rather than LUC 710, Office, which was used in the trip generation calculations.

Response: LUC 710 Office which was used in the trip generation calculations generates more trips than LUC 150 Warehouse. The row showing the formula for Warehouse ITE code 150 was not used in the trip generation calculation and can be ignored.

CITY OF FORT PIERCE
PLANNING DEPARTMENT

PROJECT: **SELVITZ ROAD MIXED-USE PD ZONING – SECOND HEARING**

REVIEWER: **VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR**

DATE: **3/15/2024**

STAFF REPORT

Owner: Selvitz I LLC, Selvitz II LLC, Selvitz III LLC (Donald Stevenson)

Applicant: Daniel Sorrow – Cotleur & Hearing

Requested Action: A review of an 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).

Location: Generally located at or near the northeast corner of Selvitz Road and Devine Road and just west of Christensen Road in Fort Pierce.

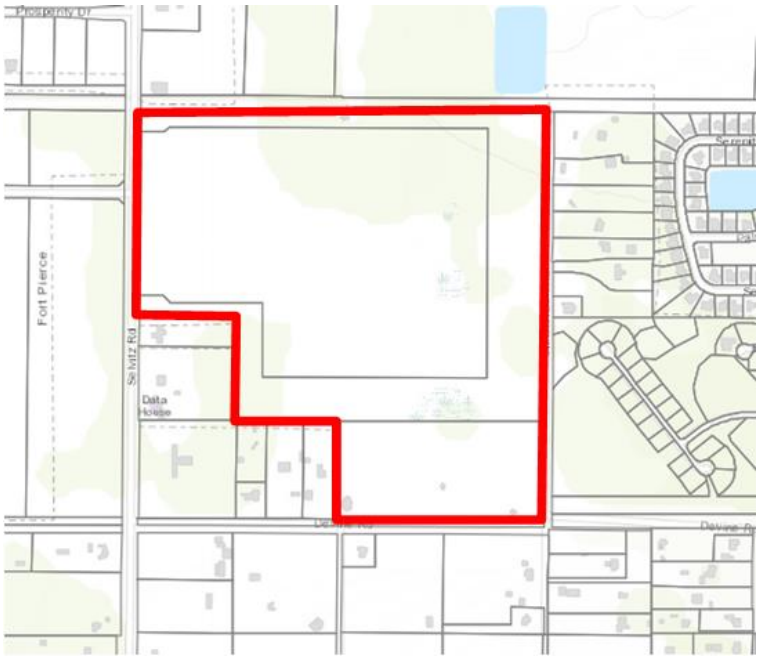
Parcel IDs: 2432-211-0006-000-3, 2432-211-0005-000-6, 2432-343-0001-000-4.

Site Area: 122.8 +/- Acres.

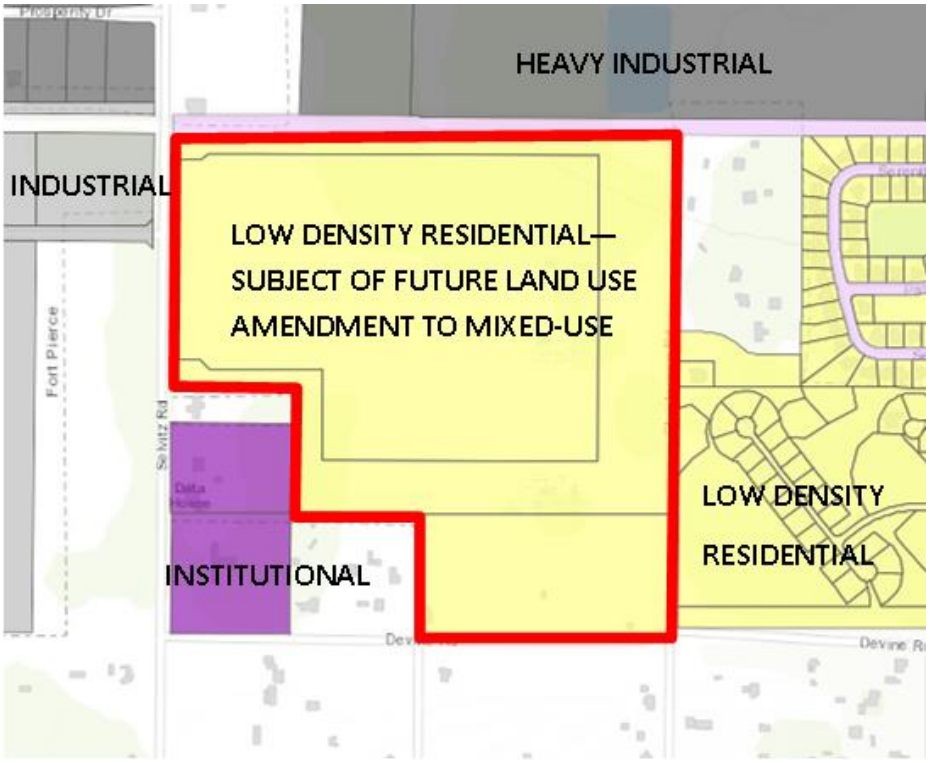
Current Zoning: R-1, Low Density Residential Zone.

Future Land Use: Subject of Commission Action existing Low Density Residential proposed Mixed-Use.

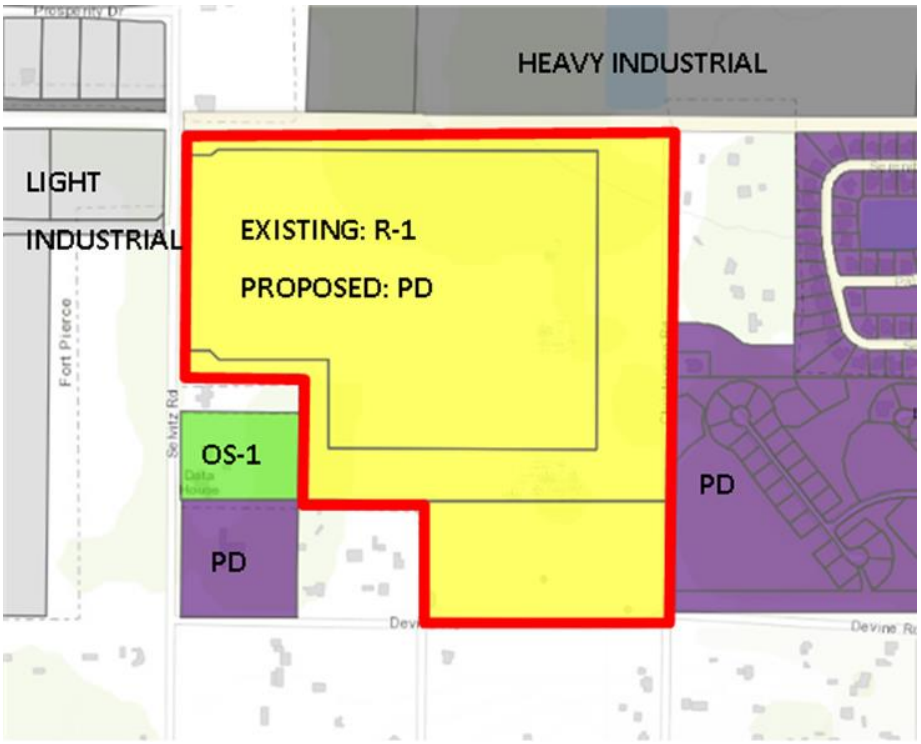
Location Map:



Future Land Use Map:



Zoning Map:



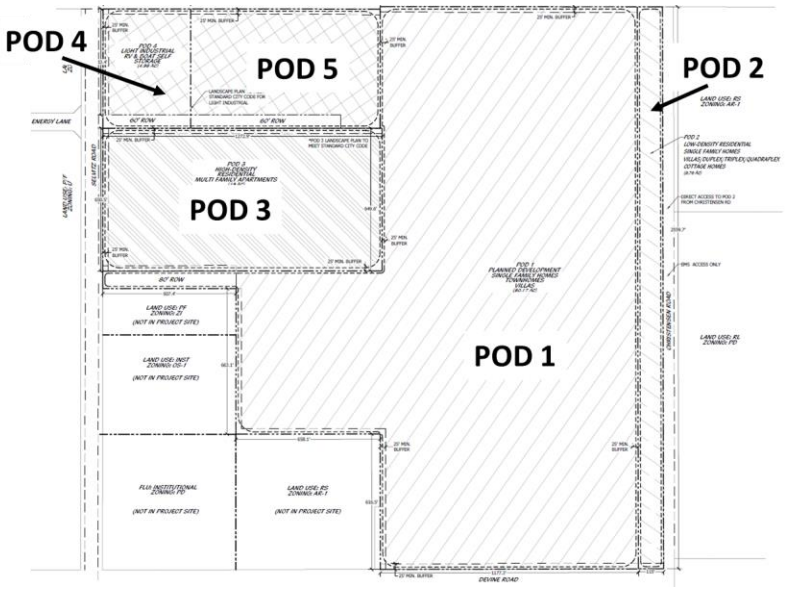
Utilities: Located within the FPUA Service Area

Staff Analysis (Second Reading)
The application was presented to the City Commission at the first hearing on October 16th, 2023. Several concerns were raised by neighbors of the site during the meeting, these included: Traffic, infrastructure, pattern of development, buffers, and impact on residential property owners on Christensen Road.

As a result of comments from citizens, the City Commission granted approval (vote of 4-1) subject to an additional condition (to the 16 recommended by staff), to the effect that all residential traffic must access the planned development from the southern access point along Selvitz Road. (Minutes attached to the agenda item).

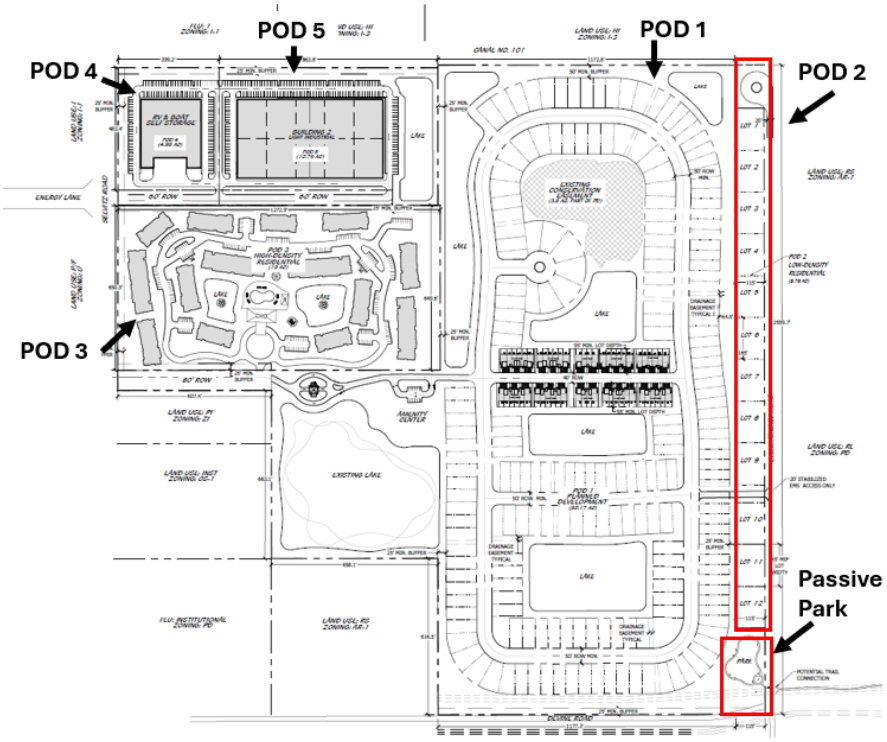
Staff should point out that the applicant does not meet this condition. The applicant has since resubmitted with a detailed site plan that meets City Code 125-212, has reduced the number of units in POD 2 from 74 to 12, increased the lot widths in POD 2 to match the adjacent residential lots along Christensen Road, and included a passive park and potential trail connection at the northwest corner of Christensen Road and Devine Road.

The original submittal, as reviewed at first hearing, proposed the following;
Pod 1: Single Family Homes/Townhomes (400 Units)
Pod 2: Single Family Homes/Villas, Duplex, Triplex, Quadraplex, Cottage Homes (74 Units)
Pod 3: Multi-Family Apartments (325 Units)
Pod 4: Light Industrial RV & Boat Self-Storage
Pod 5: Light Industrial
TOTAL UNITS: 799 (6.5 units/Acre)



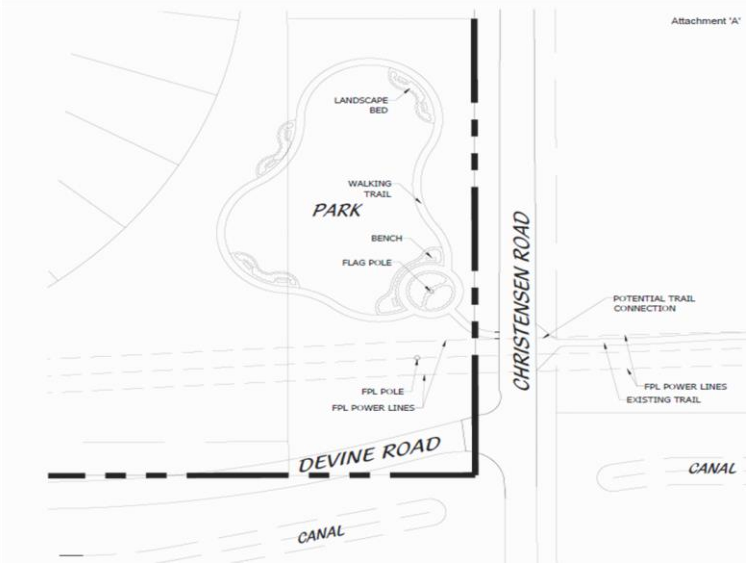
Original Submittal

A revision to the site plan proposes the following (Revision to POD 2 from 74 to 12 units):
Pod 1: Single Family Homes/ Townhomes (400 Units)
Pod 2: Single Family Homes/Villas, Duplex, Triplex, Quadraplex, Cottage Homes (12 Units)
Pod 3: Multi-Family Apartments (325 Units)
Pod 4: Light Industrial RV & Boat Self-Storage
Pod 5: Light Industrial
TOTAL UNITS: 737 (6 units/Acre)



Revised Submittal

The applicant also submitted proposed amendments including the addition of a park and potential trail connection:



Applicants Comments

'1. For the lots in Pod 2 which have direct access from Christensen Road, the lot widths will be approximately +/- 165 feet to match and be consistent with the existing residential lots east of Christensen Road.
2. The applicant will improve the northern end of Christensen Road by constructing a cul-de-sac to allow for easier turnaround at the end of the road.
3. A small passive recreation area will be constructed consistent with the attached Exhibit A at the southern edge of Pod 2, at the intersection of Devine Road and Christensen Road.
These commitments will enhance Christensen Road and address the community's concerns regarding compatibility and public benefits of the project. The recreational area at the southeastern corner of the site provided enhancements to the area and a community space for the public. This area with walking trails is also a potential pedestrian connection point between the Selvitz community and the areas to the east and south of the property.'

Additional 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. A Final Plat Application was not submitted.

At its July 12, 2023, meeting the Planning Board recommended approval of the proposed Zoning Atlas Map Amendment by a vote of 4-2. (Minutes attached to the agenda item).

Stormwater Retention & Landscaping

The storm water and conceptual drainage plans were approved by the Engineering Department.

Summary of Technical Review Committee

All affected departments have reviewed the proposed Development Plan with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the Site Plan (Development and Design Review). The applicant resubmitted this Site Plan multiple times to meet the Engineering Department's requirements. Full findings and comments from review by the corresponding departments, and the responses and plan amendments by the applicant are provided for consideration by the Planning Board.

St. Lucie County Comments

The following comments are offered by SLC PW- Engineering (David Hayes):

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.

The following comments are offered by St. Lucie County Planning & Development Services and Traffic Consultant: Kimley-Horn and Associates, Inc.:

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.

Staff Recommendation

Based on the revised submittal staff recommends **DENIAL** of the proposed Zoning Atlas Map Amendment.

Reason: City Commission's condition (#17) to access the residential properties only from Selvitz Road has not been met.

Alternative Commission Action

APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan with the existing seventeen (17) conditions.
or
APPROVAL of the proposed ZONING ATLAS MAP AMENDMENT with the associated development plan with changes and/or alternative conditions (including conditions relating to the amendments to POD 2).

Staff Notes
Should the Commission be minded to accept the revised plan then Condition 17 should be stricken and the following conditions added:

17. The northern +/-1,320 feet of the north-eastern frontage of Pod 2, which has direct access from Christensen Road, shall only be developed for single-family residential use and each lot shall be no less than 165 feet in width.

18. The applicant shall improve the northern end of Christensen Road by constructing a cul-de-sac prior to the final certificate of occupancy of any residential development within POD 2.

19. A passive recreation area shall be constructed consistent with the attached Exhibit A at the southern edge of Pod 2, at the intersection of Devine Road and Christensen Road prior to final certificate of occupancy of any residential development within POD 2.

SITE DATA

EXISTING LAND USE	RI	**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	737
MAX GROSS DU/AC	6

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

RESIDENTIAL DEVELOPMENT STANDARDS

	TOWNHOMES	VILLAS	TRIPLEX	COTTAGES	QUADRAPLEX	SINGLE FAMILY LOT
MINIMUM LOT SIZE	1520	2875	2875	2875	2875	4600
MINIMUM LOT DEPTH	95	115	115	115	115	115
MINIMUM LOT WIDTH	16	25	25	25	25	40
MINIMUM LOT COVERAGE	N/A	80%	80%	80%	80%	80%
MINIMUM FRONT SETBACK	18	18	18	18	18	18
FOR SIDELOAD GARAGE	10					
MINIMUM SIDE SETBACK	5	5	5	5	5	5
MINIMUM SIDE SETBACK (CORNER)						15
MINIMUM REAR SETBACK	10	10	10	10	10	10
MINIMUM BUILDING HEIGHT	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).

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	12
DU/AC	2
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	4.90
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

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

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.

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.

DRAINAGE STATEMENT

THE PROPOSED DRAINAGE SYSTEM WILL CONSIST OF A NETWORK OF PIPES AND CATCH BASINS INTERCONNECTING THE ROADWAYS TO THE PROPOSED ONSITE LAKES. WATER QUALITY WILL BE ACHIEVED WITHIN THE LAKE.

AS THE OVERALL PROPERTY IS DEVELOPED LAKES AND DITCHES WILL BE CONSTRUCTED TO PROVIDE SUFFICIENT ATTENUATION OF RUN-OFF AT VARIOUS STAGES OF THE PROJECT UNTIL THE OVERALL LAKE AND DRAINAGE SYSTEM IS COMPLETE.

THE PROJECT OUTFALL LOCATION IS THE NORTH ST.LUCIE WATER CONTROL DISTRICT LOCATED NORTH OF THE PROJECT SITE.

PROJECT TEAM

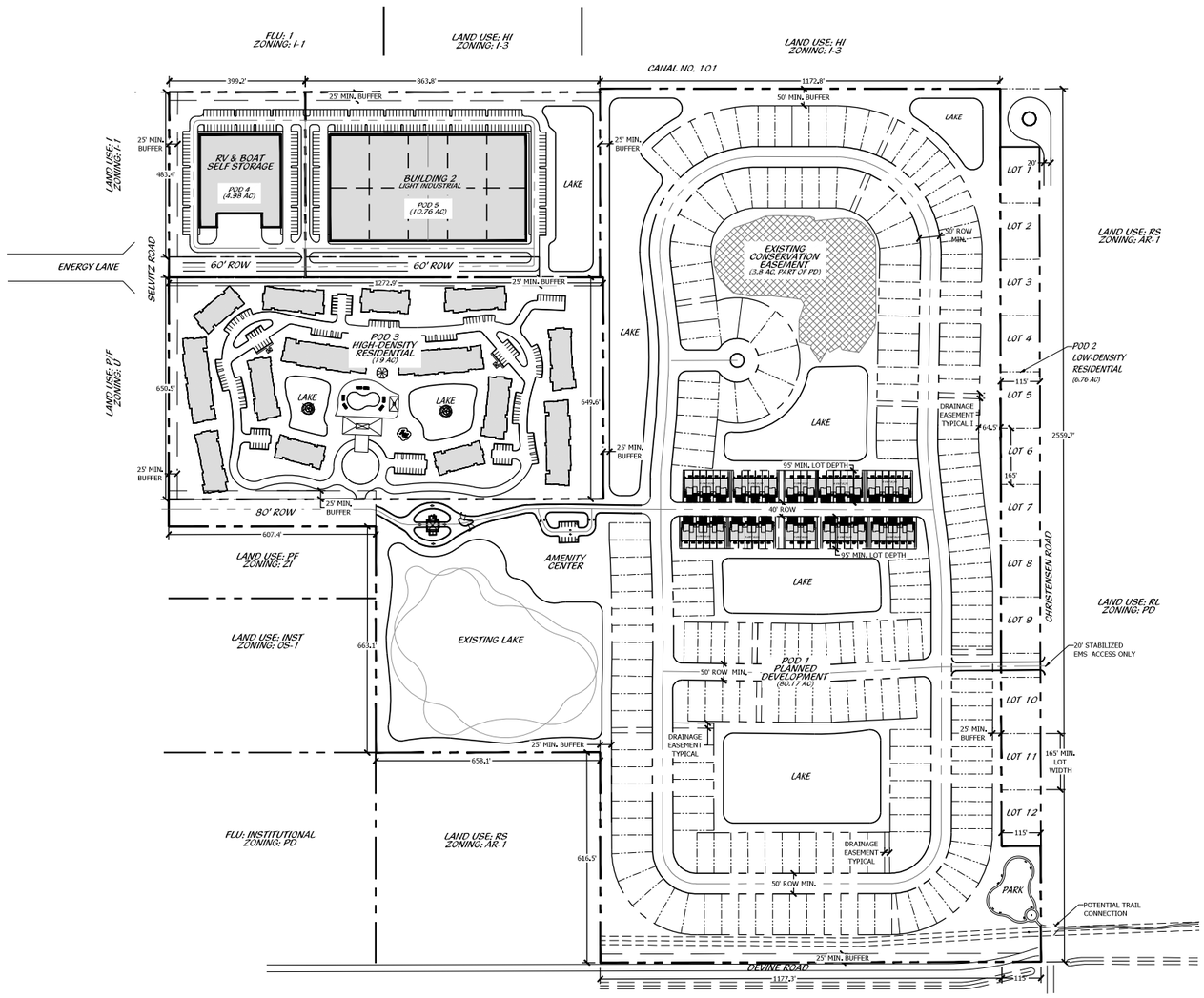
OWNER/CLIENT:
DON STEVENSON
SELVITZ I/II/III
631 US HWY 1, SUITE 409
NORTH PALM BEACH, FL 33408
561.653.1104

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



*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 PODS, 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 03-13-24
REVISIONS

SHEET 1 OF 1

© 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.

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

January 12, 2024

Vennis Gilmore, Assistant Planning Director
City of Fort Pierce Planning Department
100 North US 1
Fort Pierce, FL 34950

Project: Selvitz Mixed-Use Project
Subject: Conditions of Approval

Vennis,

Please accept this letter to formally suggest three conditions of approval to the land use amendment and rezoning for the above-mentioned project, namely the improvements to Pod 2 (the eastern edge of the project site).

1. For the lots in Pod 2 which have direct access from Christensen Road, the lot widths will be approximately +/- 165 feet to match and be consistent with the existing residential lots east of Christensen Road.

2. The applicant will improve the northern end of Christensen Road by constructing a cul-de-sac to allow for easier turnaround at the end of the road.

3. A small passive recreation area will be constructed consistent with the attached Exhibit A at the southern edge of Pod 2, at the intersection of Devine Road and Christensen Road.

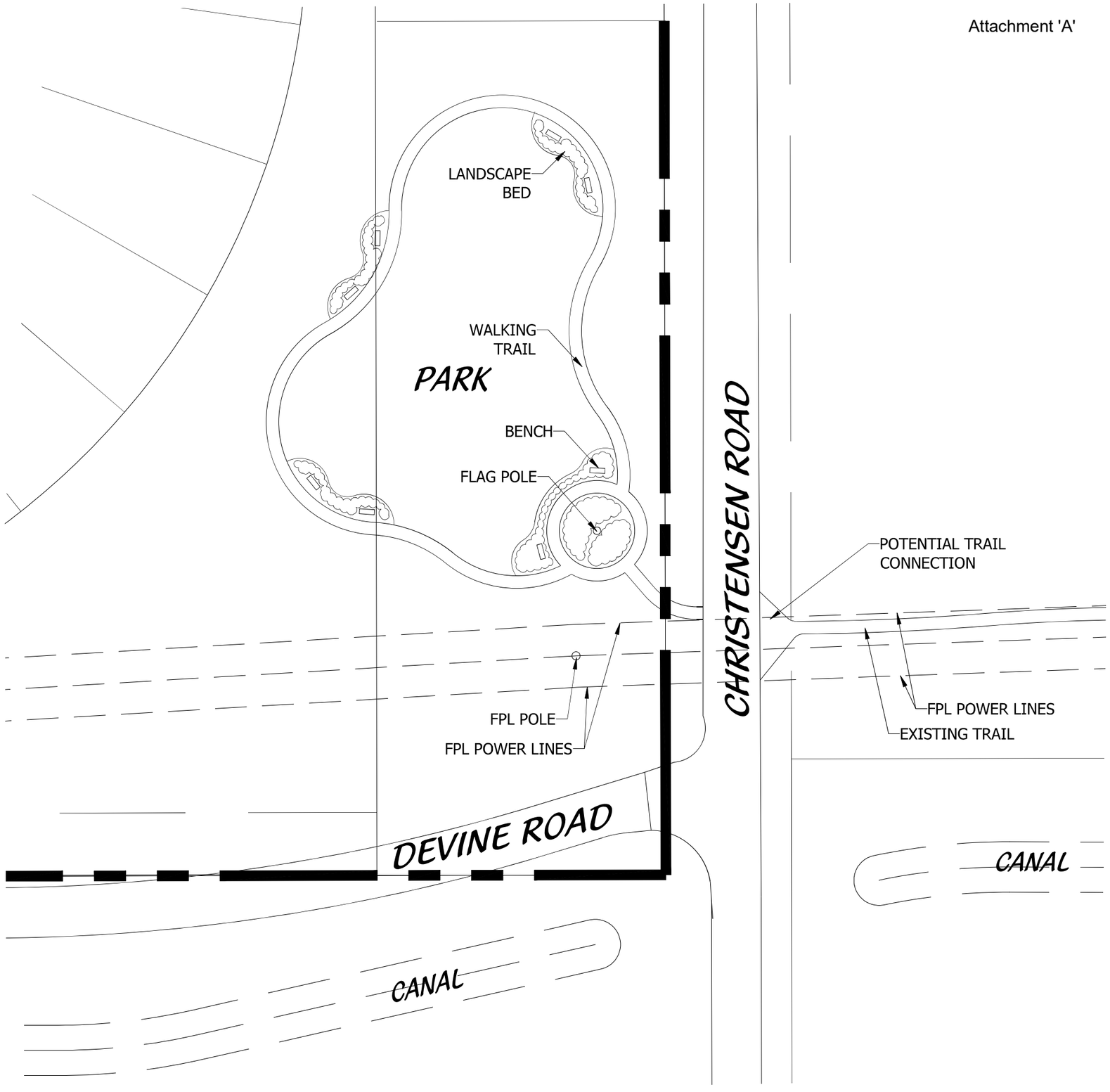
These commitments will enhance Christensen Road and address the community's concerns regarding compatibility and public benefits of the project. The recreational area at the southeastern corner of the site provided enhancements to the area and a community space for the public. This area with walking trails is also a potential pedestrian connection point between the Selvitz community and the areas to the east and south of the property. If you have any questions about these improvements, please do not hesitate to contact me at 561-747-6336 or dsorrow@cotleur-hearing.com.

Sincerely,



Daniel Sorrow, Project Manager
Cotleur & Hearing
1934 Commerce Ln, Suite 1
Jupiter, FL 33458

Attachment 'A'



DEVINE RD & CHRISTENSEN RD PARK EXHIBIT

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-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	01-12-24
REVISIONS	

SHEET 1 OF 1

© 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.

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

January 12, 2024

Vennis Gilmore
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

Project Name: Selvitz Road Mixed-Use

Project Type: Future Land Use Map Amendment

Project Number: TRC 22-06000008

Dear Vennis,

Please accept this letter as the official response to third-party reviewers from state and other regional and local agencies. Please note that some comments that were made pertain to the PD rezoning and conceptual master plan.

Florida Department of Commerce

No comments on the proposed Future Land Use Map Amendment.

Treasure Coast Regional Planning Council

1. No adverse effects on regional resources or facilities and no extrajurisdictional impacts have been identified. However, prior to the approval of any development plan, Council would suggest that the City obtain confirmation of the availability of all services including potable water and sanitary sewer, transportation, police and fire, schools, and parks/recreation to the site and, if not currently available, a timeline for availability.

Response: Acknowledged, these availabilities will be confirmed at site plan submittal for the upcoming phases.

Florida Department of Transportation

1. Changes to other elements of the comprehensive plan to achieve consistency with the future land use change are not included with the transmittal package. Per Section 163.3177(2), F.S., the several elements of the comprehensive plan shall be consistent. Where data is relevant to several elements, consistent data shall be used and each map depicting future conditions must reflect the principles, guidelines, and standards within all elements.

Recommendation: The City should consider updating the Transportation Element of the Comprehensive Plan as part of the adopted amendment, including at a minimum, to amend Map 2-14 (Future 2030 Number of Lanes) to include Selvitz Road as a thoroughfare roadway and designate it as a future 4 lane facility consistent with the needs identified in the traffic analysis provided for the amendment. Changes to the Capital Improvements Element should also be considered as appropriate.

Response: The applicant agrees that these other elements of the Comprehensive Plan should be amended in the future to reflect more recent conditions and improvements that will be required for higher levels of service in the future.

2. There are no identified cost feasible capacity improvements for Selvitz Road between Midway Road and Glades Cut-Off Road in the St. Lucie Transportation Planning Organization (TPO) Smart Moves 2045 Long Range Transportation Plan. It is not clear that the capacity improvement identified in the traffic study on Selvitz Road can be funded for construction prior to or concurrent with the impacts of development.

Recommendation: The City should coordinate with the TPO regarding future capacity needs on Selvitz Road and inclusion of the roadway as cost feasible in the Smart Moves 2045 Long Range Transportation Plan. This can help ensure that the roadway is positioned to capitalize on future funding opportunities directed by the TPO.

Response: The applicant agrees with this coordination for future needs and capacities on Selvitz Road. The improvements on Selvitz related to this project will be provided as required.

3. Information submitted with the amendment indicates that there is a funded capacity project to widen Selvitz Road to four lanes between Edwards Road and Glades Cut-Off Road. The traffic study submitted with the amendment recommends four lanes on Selvitz Road from Midway Road to the amendment site. This recommendation leaves an approximate 2/3-mile gap on Selvitz Road as a two-lane section.

Recommendation: The department recommends that the City updates its Transportation Element consistent with the recommendation for comment #1.

Response: Acknowledged, please see the response to comment #1.

South Florida Water Management District

There are no regionally significant water resource issues, however;

1. The City is required to revise its Water Supply Facilities Work Plan (Work Plan) within 18 months after approval of the Upper East Coast (UEC) Water Supply Plan Update by the District's Governing Board. The District's Governing Board approved the UEC Water Supply Plan Update on November 10, 2021. Therefore, the City's Work Plan was to be updated and adopted on May 2023; however, the District has not received the updated Work Plan for review to date. The Work Plan must cover at least a 10-year planning period, include updated water demand projections, identify alternative and traditional water supply projects, and describe conservation and reuse activities needed to meet the projected future demands.

Response: Although this comment does not pertain to the Selvitz Mixed Use project directly, the applicant acknowledges the comment.

St. Lucie County Planning and Development Services

The Division does not have specific comments on the Future Land Use Map Amendment, however, provides the following advisory comments relative to a future Planned Development for the site.

1. The Preliminary Plan provides for several dozen single-family units along Christensen Road, a County right-of-way. The County's Comprehensive Plan seeks design of an internal street(s) to

serve new residential development, with some consideration to large lot agricultural residential development with direct frontage, therefore access to the roadway.

Response: The applicant agrees to provide large lots of no less than 165' wide along Christensen Road, which has the capacity to service the few proposed lots.

2. During the Transmittal Hearing, it was suggested that residential traffic may be routed away from the intersection of Energy Lane and Selvitz Road, in favor of a separate access further south (roughly 650-710ft away). This segment of Selvitz Road is anticipated to become a four-lane divided arterial in the future, therefore project access points, volumes, and full-access potential will require close examination.

Response: The applicant is providing two access points along Selvitz Road for safety measures and to separate residential from industrial uses. Access points are provided in locations that are outlined consistent with the county right-of-way code.

3. "Devine Road", a NSLRWCD Canal bordering the southern property line of the petition site, contains a dirt travel way that is used by a handful of residential units for access to Selvitz Road. Attention to any future access or trip assignment to this canal right-of-way should be carefully considered.

Response: The proposed Selvitz Mixed Use project will not utilize Devine Road for access.

4. Residential development within the project should be appropriately separated and buffered from active industrial development in the area.

Response: The residential portions of this development will have ample buffering and distancing from the industrial areas to the north and the light industrial uses allocated in the northwestern portion of the development.

City of Port St. Lucie

The project will not result in adverse deficiencies to roadways within the City of Port St. Lucie, and as such the City offers no objections to the proposal as currently designed.

Response: Acknowledged.

Kittleson & Associates

1. The trip generation in Table 2 was reviewed and was found acceptable for evaluating the highest and best use development programs for the current and proposed Future Land Use designations.

Response: Acknowledged.

2. Table 5 shows the reduced development program that includes 1,842 multifamily units, 535 KSF of office and 535 KSF of retail. The resulting internal capture of 24.9% included 43.8% internal capture from the multifamily component. This appears extremely high. Support would be needed to show that nearly half of all trips by the multifamily land use will stay internal to the site.

Response: The multifamily housing project is tailored and marketed to meet the workforce need of the office and retail/light industrial uses. The internal capture rate is based on marketing analytics of the relationship between housing and employment.

3. The development program and trip generation in Table 7 for the rezoning was reviewed and verified to use the highest and best uses and intensities.

Response: Acknowledged.

4. Table 7 includes the rates/formulas for LUC 150, Warehouse, rather than LUC 710, Office, which was used in the trip generation calculations.

Response: LUC 710 Office which was used in the trip generation calculations generates more trips than LUC 150 Warehouse. The row showing the formula for Warehouse ITE code 150 was not used in the trip generation calculation and can be ignored.

Cotleur & Hearing
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: 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.

Cotleur & Hearing
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.

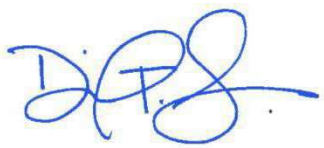
Traffic Reviewer

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

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

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 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.

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) 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) 0.1 x 678,229 sf = 67,823 Other: 0.1 gallons per day per square foot
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

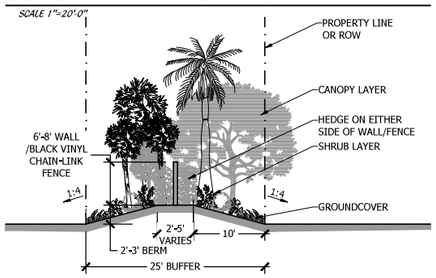
* STREET TREES PLANTED IN FRONT OF EACH LOT COUNT TOWARDS INDIVIDUAL TREE COUNTS
* ALL TREES PLANTED UNDER OR ADJACENT TO FP&L POWERLINES WILL COMPLY WITH THE FP&L "RIGHT TREE, RIGHT PLACE" GUIDELINES

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

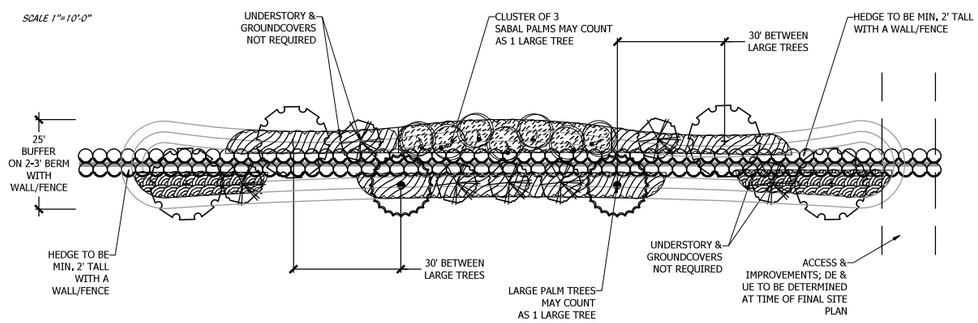
NOTE:
*LANDSCAPE PLANS WILL BE SUBMITTED AT TIME OF INDIVIDUAL SITE PLAN REVIEW FOR EACH POD.
*LAKES / STORMWATER DETENTION AREAS CAN BE PROVIDED THROUGHOUT THE PROJECT SITE AND ARE NOT REQUIRED TO BE LOCATED AT FRONT OF ACCESS DRIVE / FRONT PROPERTY.

25' LANDSCAPE BUFFER TYPICAL

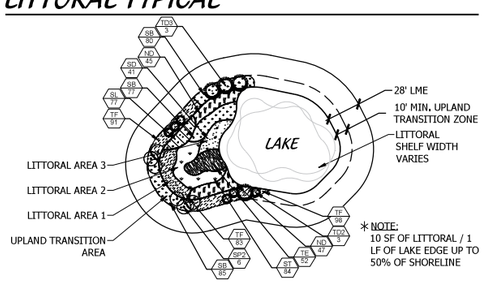


TYPICAL BUFFER PLANT LIST

	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 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

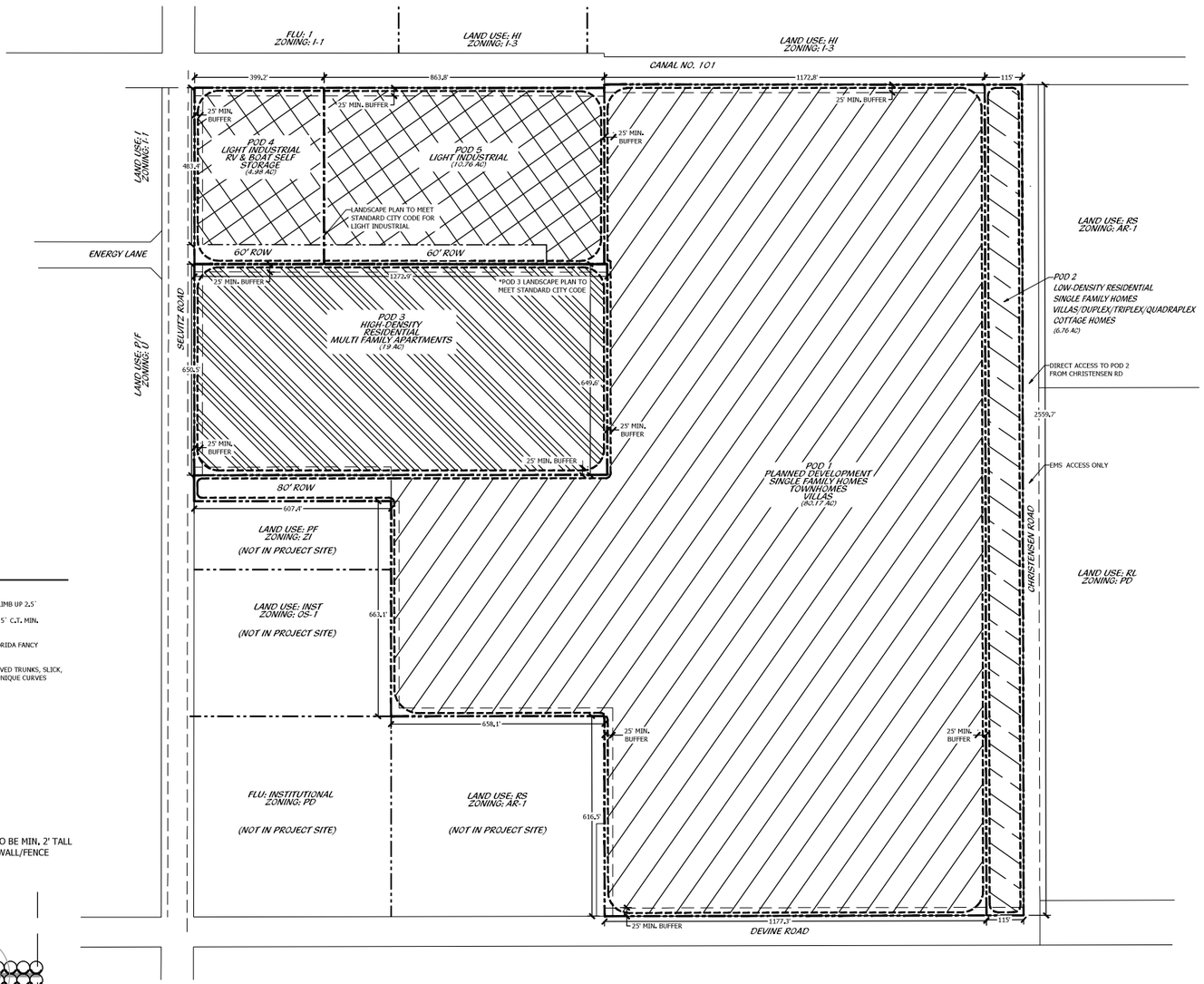


LITTORAL TYPICAL

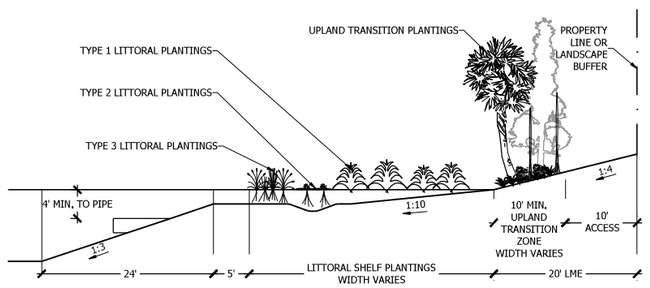


TYPICAL LITTORAL PLANT LIST

	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	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

© 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.

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	FULL

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	122.90				

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	8.5

OPEN SPACE CALCULATIONS

REQUIRED (25%)	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	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
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

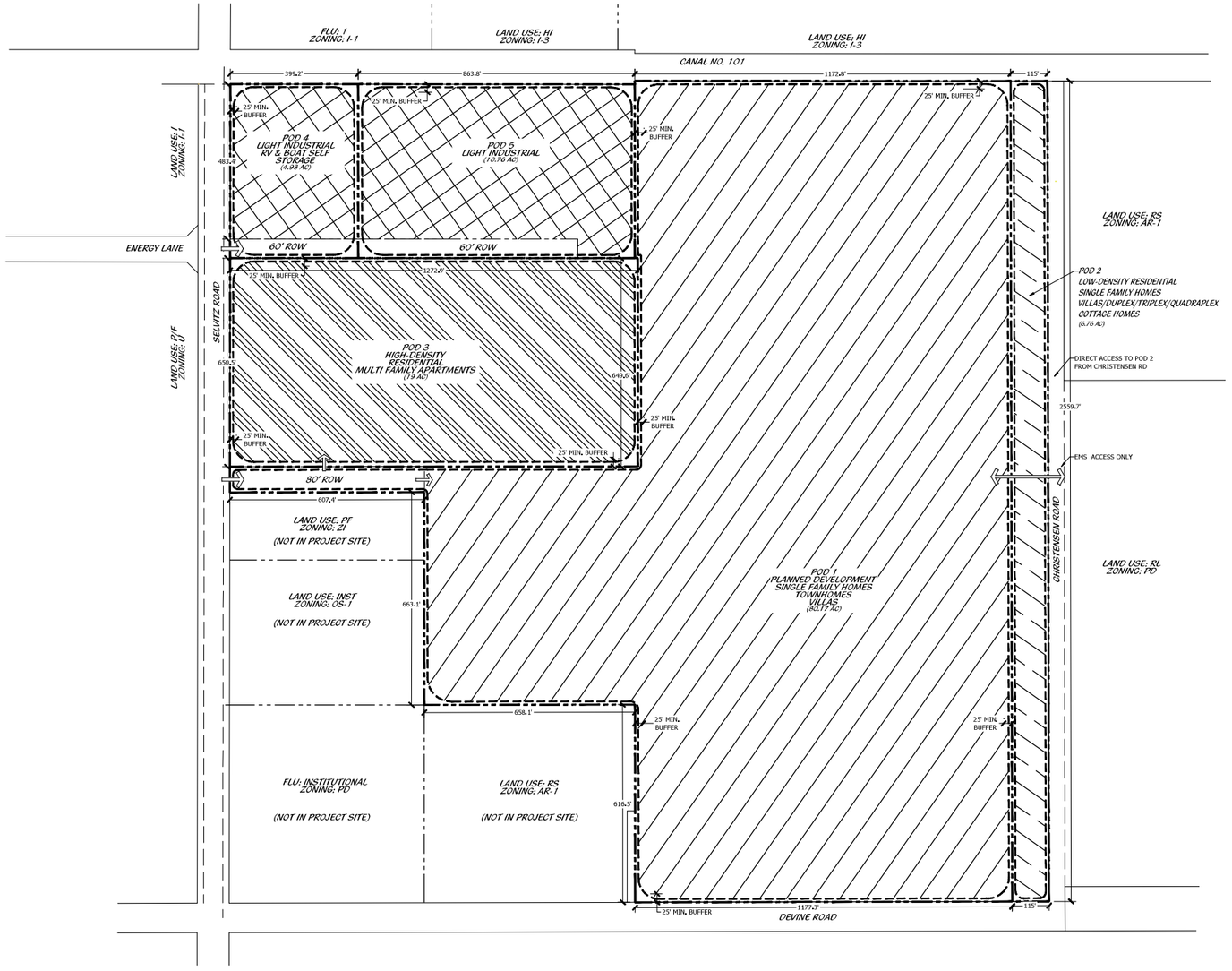
OWNER/CLIENT:
DON STEVENSON
SELVITZ I/II/III
631 US HWY 1, SUITE 409
NORTH PALM BEACH, FL 33408
561.653.1104

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

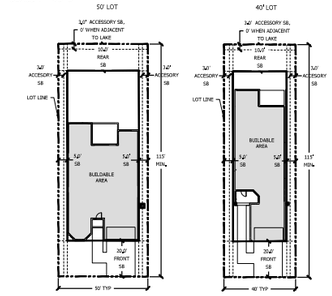
Ft. Pierce, Florida

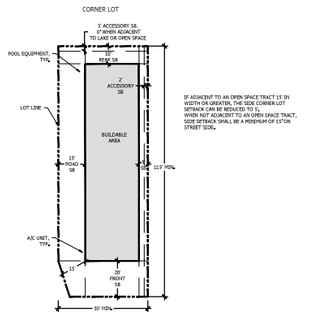
DESIGNED PRP/LAH
DRAWN PRP/LAH
APPROVED DTS
JOB NUMBER 21-1214
DATE 05-10-23
REVISIONS

© 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.

TYPICAL LOT LAYOUTS

SCALE 1"=40'-0"

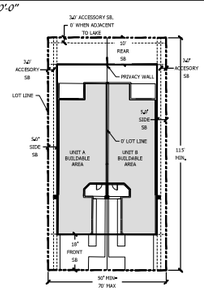




IF ADJACENT TO AN OPEN SPACE TRACT 15' IN WIDTH OR GREATER, THE SIDE CORNER LOT SETBACK CAN BE REDUCED TO 5' WHEN ADJACENT TO A MINIMUM SPACE TRACT. SIDE SETBACK SHALL BE A MINIMUM OF 17'ON STREET SIDE.

TYPICAL VILLA LAYOUT

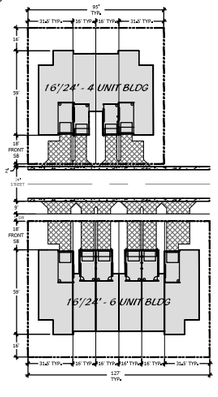
SCALE 1"=40'-0"



TYPICAL TOWNHOME LAYOUT

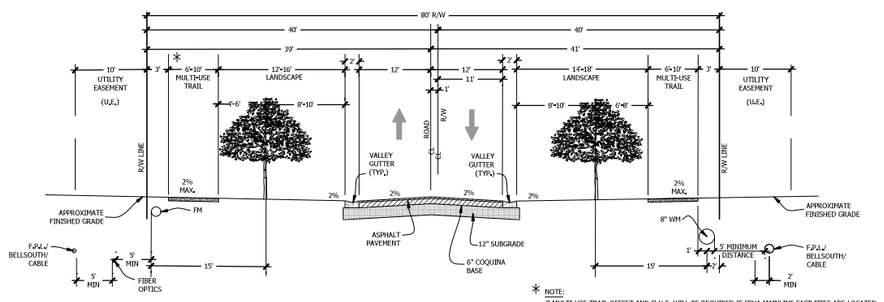
16'/24' PRODUCT

SCALE 1"=30'-0"



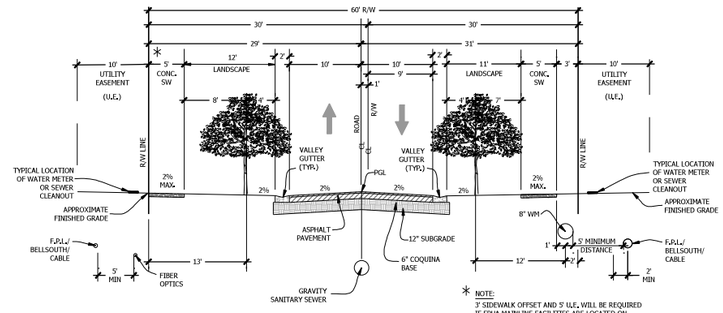
TYPICAL ROW SECTIONS

SCALE 1"=10'-0"



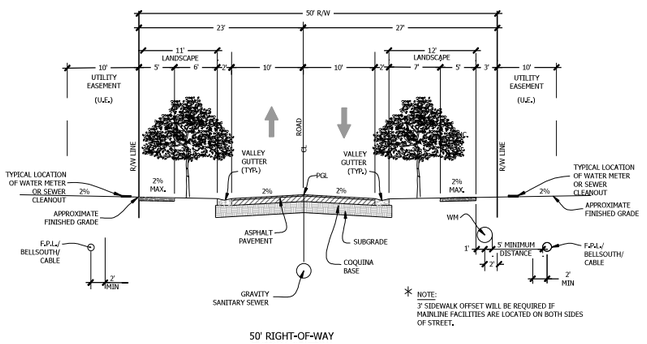
80' RIGHT-OF-WAY
TYPICAL SECTION

* 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.



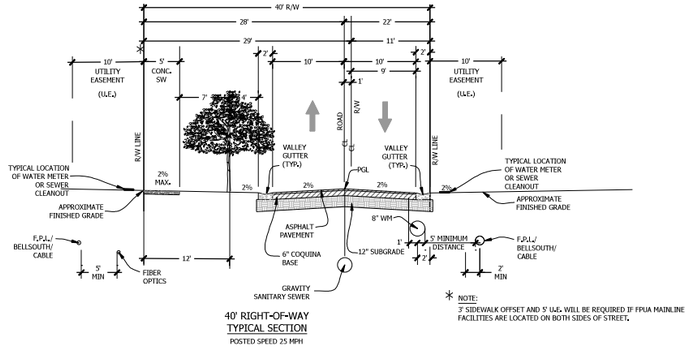
60' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH

* 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 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

SHEET 2 OF 2

© 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.

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.

TABLE OF CONTENTS

EXECUTIVE SUMMARY i
TABLE OF CONTENTS ii
LIST OF FIGURES ii
LIST OF TABLES ii
INTRODUCTION 1
CURRENT DATA 3
TRIP GENERATION 3
FUTURE LAND USE CHANGE ANALYSIS 3
EXISTING FUTURE LAND USE 3
PROPOSED FUTURE LAND USE 4
NET IMPACT 5
HISTORICAL GROWTH 7
ASSURED, PROGRAMMED AND PLANNED CONSTRUCTION 8
SHORT-TERM (5-YEAR) 8
LONG-TERM (YEAR 2045) 8
TRAFFIC DISTRIBUTION AND ASSIGNMENT 9
ROADWAY ANALYSIS 10
REZONING ANALYSIS 14
PROPOSED MAXIMUM USE 14
ROADWAY ANALYSIS (5-YEAR) 15
CONCLUSION 18
APPENDICES 19

LIST OF FIGURES

Figure 1. Site Location Map 2
Figure 2. Traffic Assignment 9

LIST OF TABLES

Table 1A. Future Land Use Change Summary 1
Table 1B. Rezoning Land Use Summary 2

Table 2. Trip Generation – Future Land Use 6
Table 3. Growth Rate Calculation 7
Table 4. FLU Roadway Analysis (2045) 11
Table 5. Trip Generation – Proposed Future Land Use with Restrictions 12
Table 6. Proposed FLU with Restrictions Roadway Analysis (2045) 13
Table 7. Trip Generation – Rezoning 15
Table 8. Background PM Peak Hour One-Way Roadway Analysis (2027) 17
Table 9. Rezoning PM Peak Hour One-Way Roadway Analysis (2027) 17

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

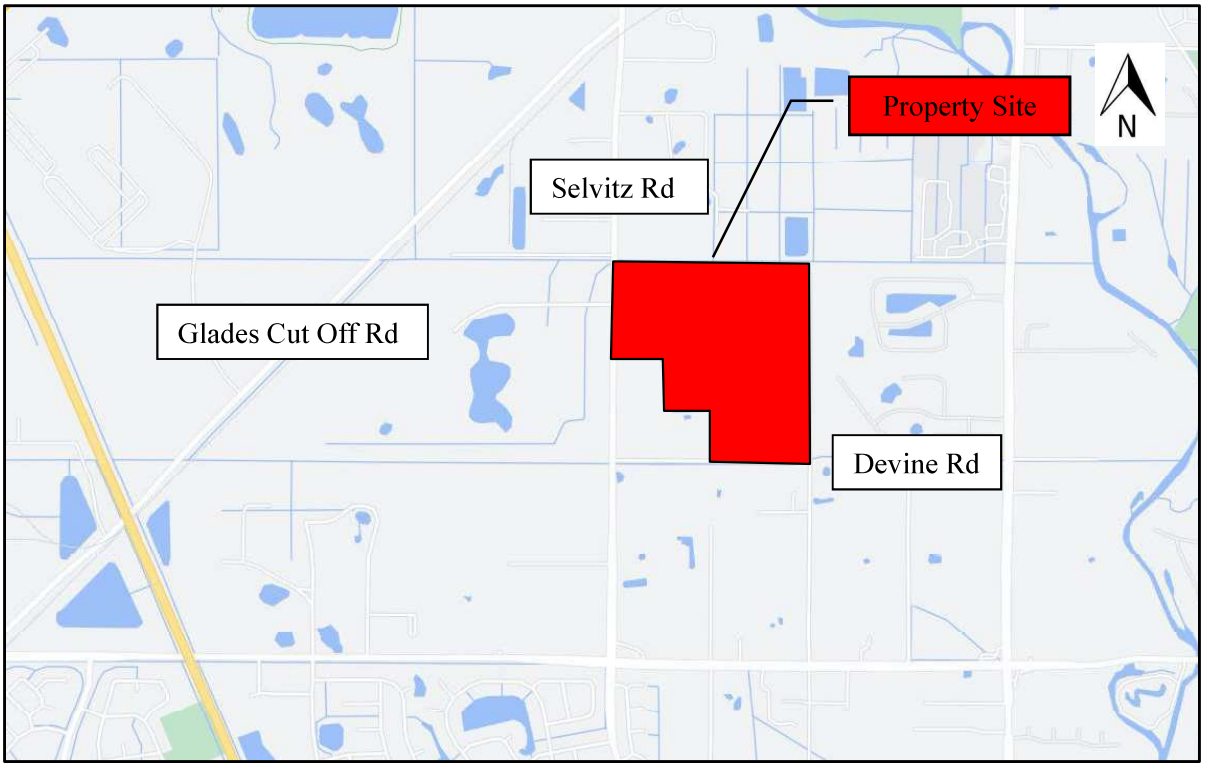
* Residential Area estimated to be (1,842 x 1,500 SF) = 2,763,000 SF
** Maximum Development formula = residential area / 0.4 = 6,907,500 SF

(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.*

MacKenzie
Engineering & Planning, Inc.

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:

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

Copyright ©2023 , MacKenzie Engineering and Planning, Inc.

ITE 11th Edition

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

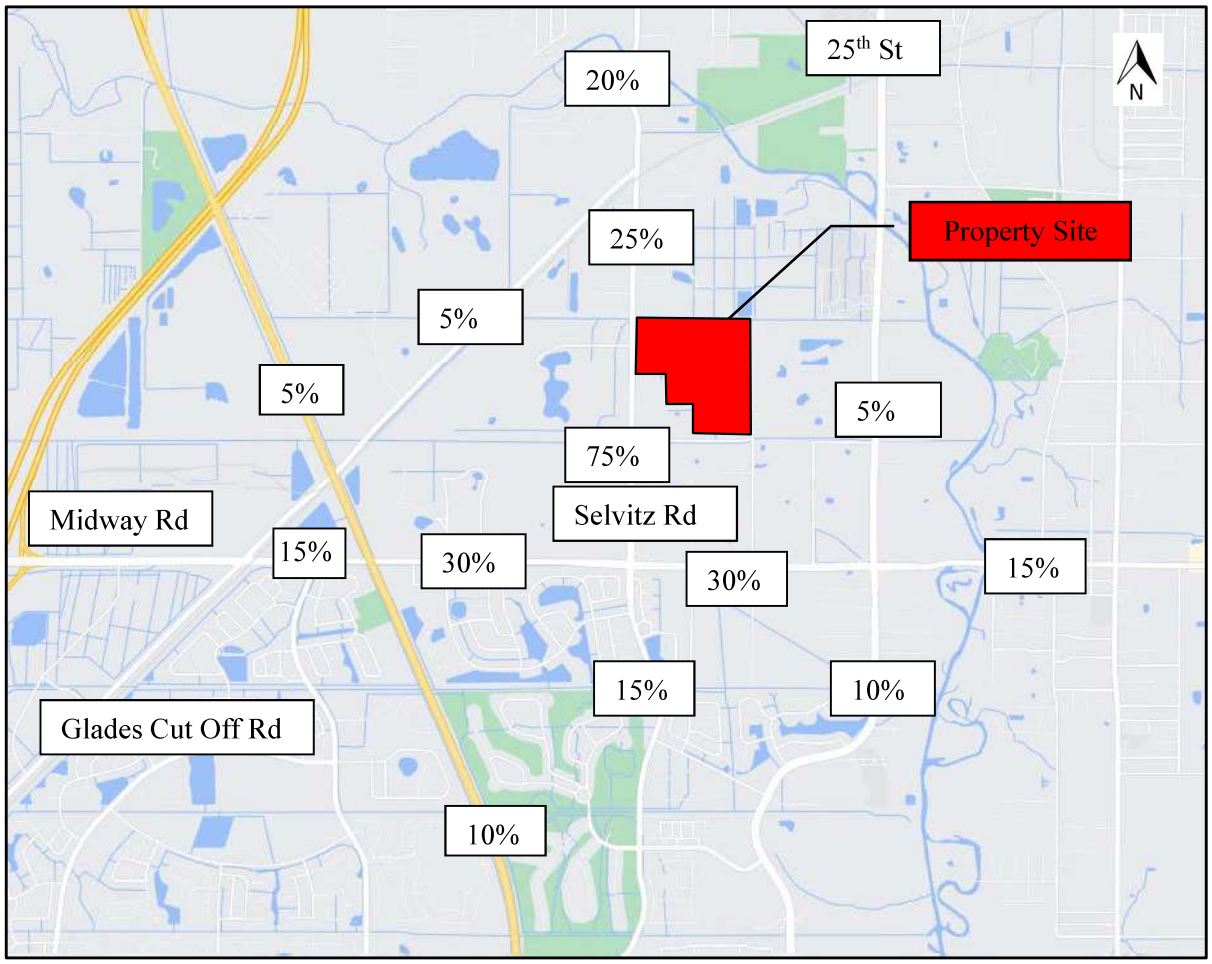
The County's Right-Of-Way Protection Map identifies Selvitz Road as an ultimate 4-lane need in the County.

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.

MacKenzie
Engineering & Planning, Inc.

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%	12,448	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

MacKenzie
Engineering & Planning, Inc.

Table 5. Trip Generation – Proposed Future Land Use with Restrictions

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

Copyright ©2023 , MacKenzie Engineering and Planning, Inc.

ITE 11th Edition

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

Copyright ©2023 , MacKenzie Engineering and Planning, Inc.

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:

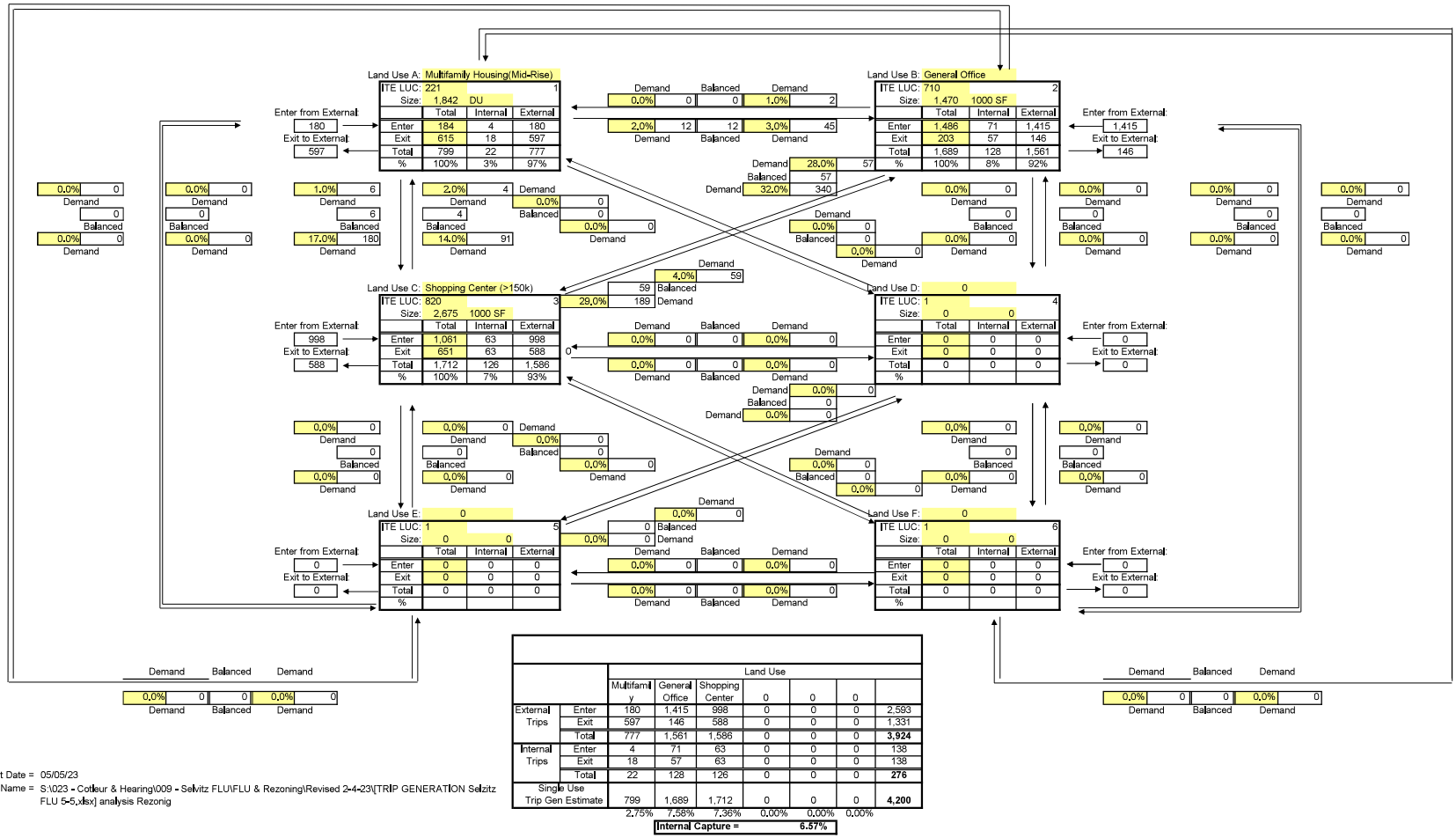
Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
General Light Industrial	110	1000 SF	T = 3.76(X) + 50.47	0%	88/12	T = 0.68(X) + 3.81	14/86	Ln(T) =0.72 Ln(X) + 0.38
Single Family Detached	210	DU	Ln(T) = 0.92 Ln(X) + 2.68	0%	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

Copyright ©2023 , MacKenzie Engineering and Planning, Inc.

ITE 11th Edition

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						
		Multifamily	General Office	Shopping Center	0	0	0	
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%	

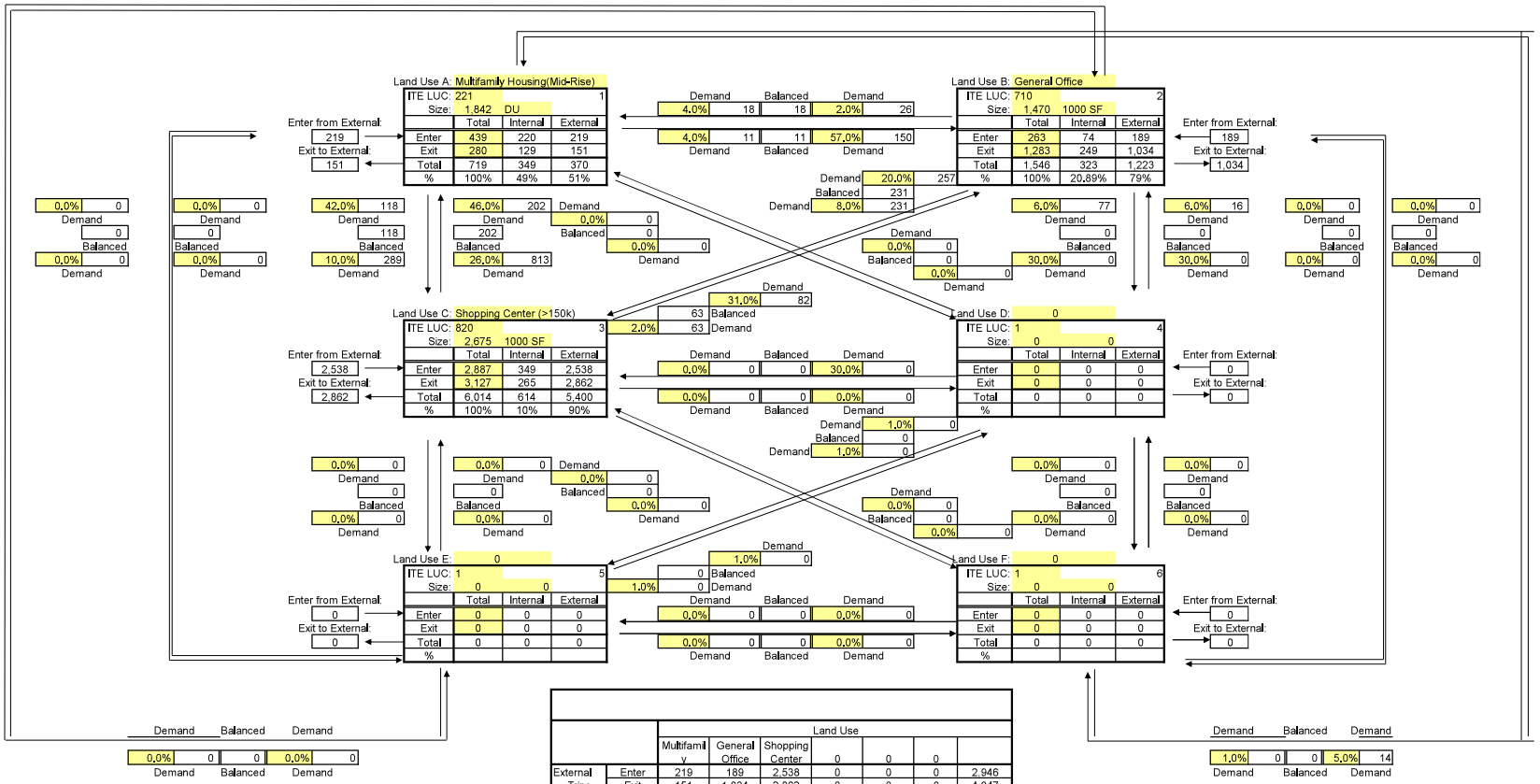
Internal Capture = 6.57%

Print Date = 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 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:

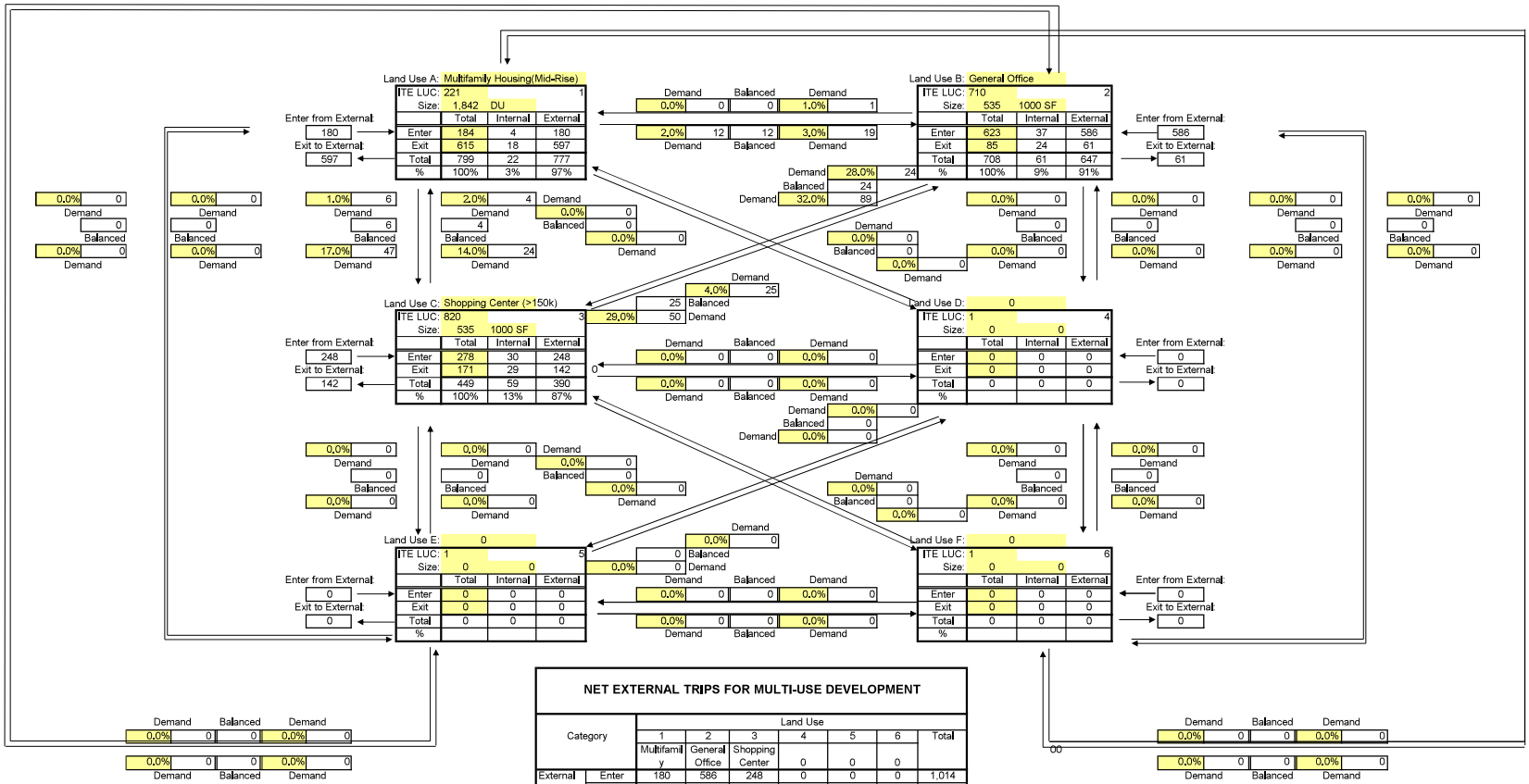
Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
General Light Industrial	110	1000 SF	T = 3.76(X) + 50.47	0%	88/12	T = 0.68(X) + 3.81	14/86	Ln(T) =0.72 Ln(X) + 0.38
Single Family Detached	210	DU	Ln(T) = 0.92 Ln(X) + 2.68	0%	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

Copyright ©2023 , MacKenzie Engineering and Planning, Inc.

ITE 11th Edition

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

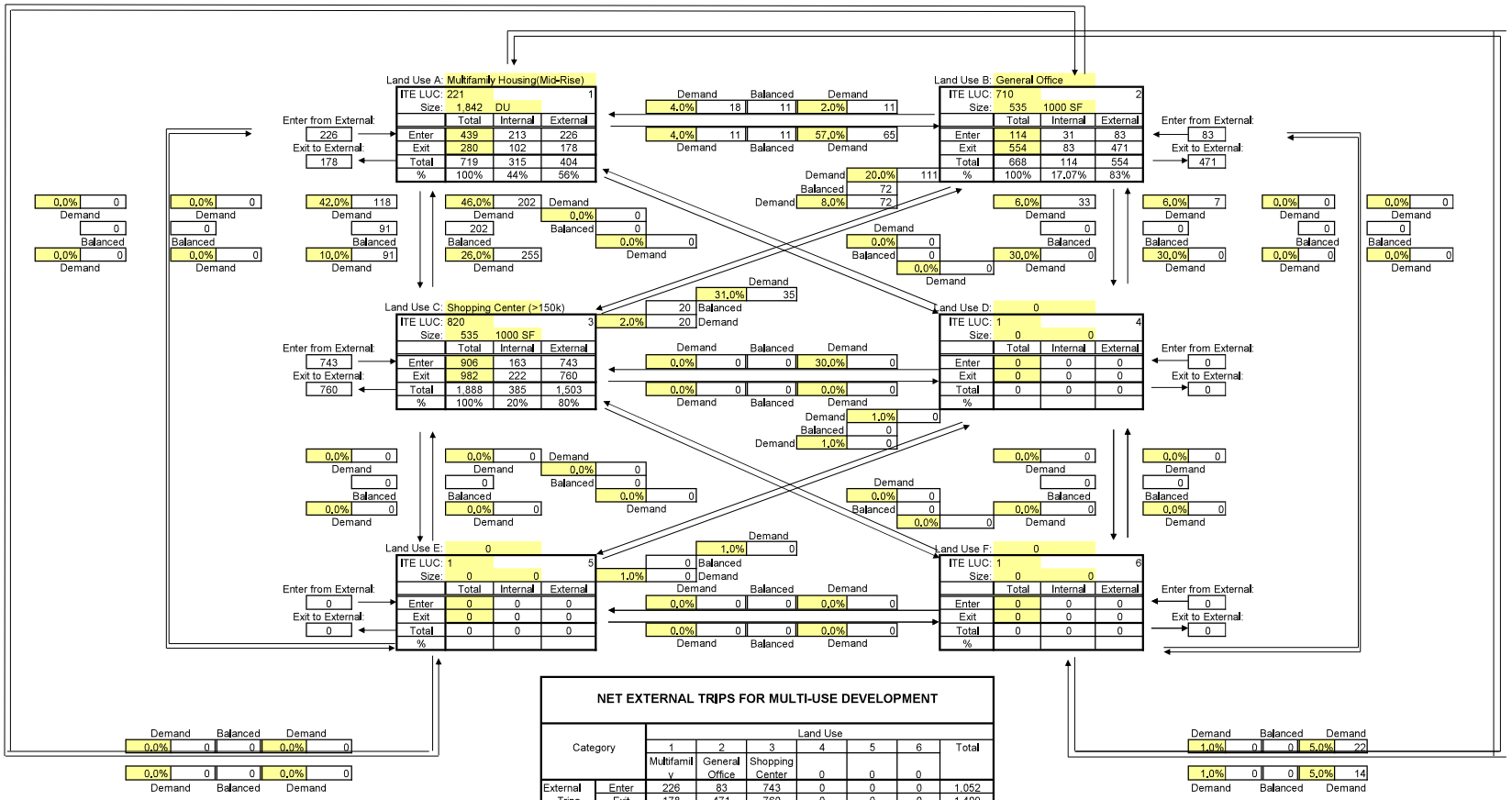
Category		Land Use 1 Multifamily	2 General Office	3 Shopping Center	4	5	6	Total
External Trips	Enter	180	586	248	0	0	0	1,014
	Exit	597	61	142	0	0	0	800
	Total	777	647	390	0	0	0	**1,814**
Internal Trips	Enter	4	37	30	0	0	0	71
	Exit	18	24	29	0	0	0	71
	Total	22	61	59	0	0	0	**142**
Single Use Trip Gen Estimate		799	708	449	0	0	0	**1,956**

Print Date = 05/05/23
File Name = S:\023 - Colleur & 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

Copyright ©2023 , MacKenzie Engineering and Planning, Inc.

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	122.86				

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	*MIN

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	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.

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

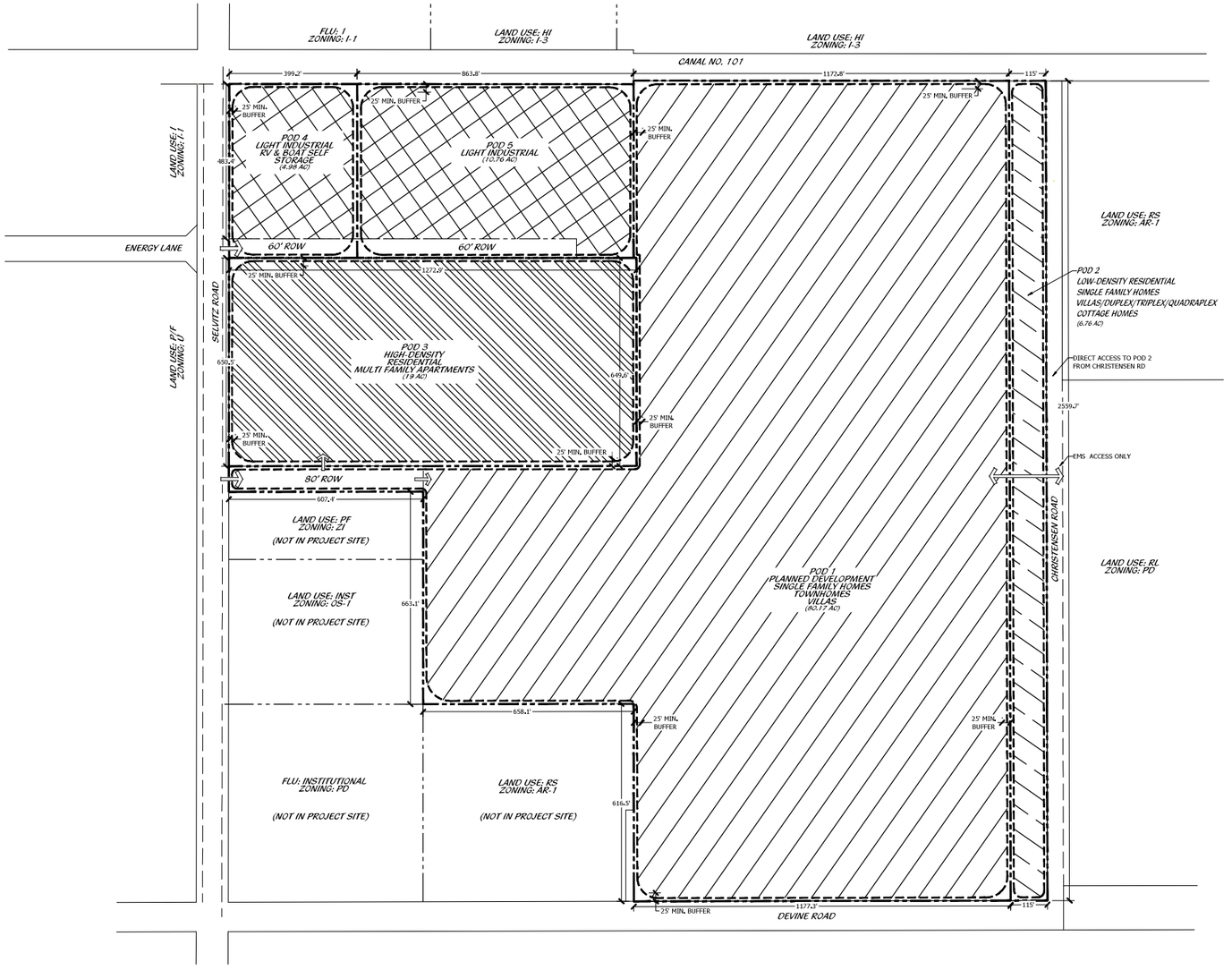
OWNER/CLIENT:
DON STEVENSON
SELVITZ I/II/III
631 US HWY 1, SUITE 409
NORTH PALM BEACH, FL 33408
561.653.1104

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

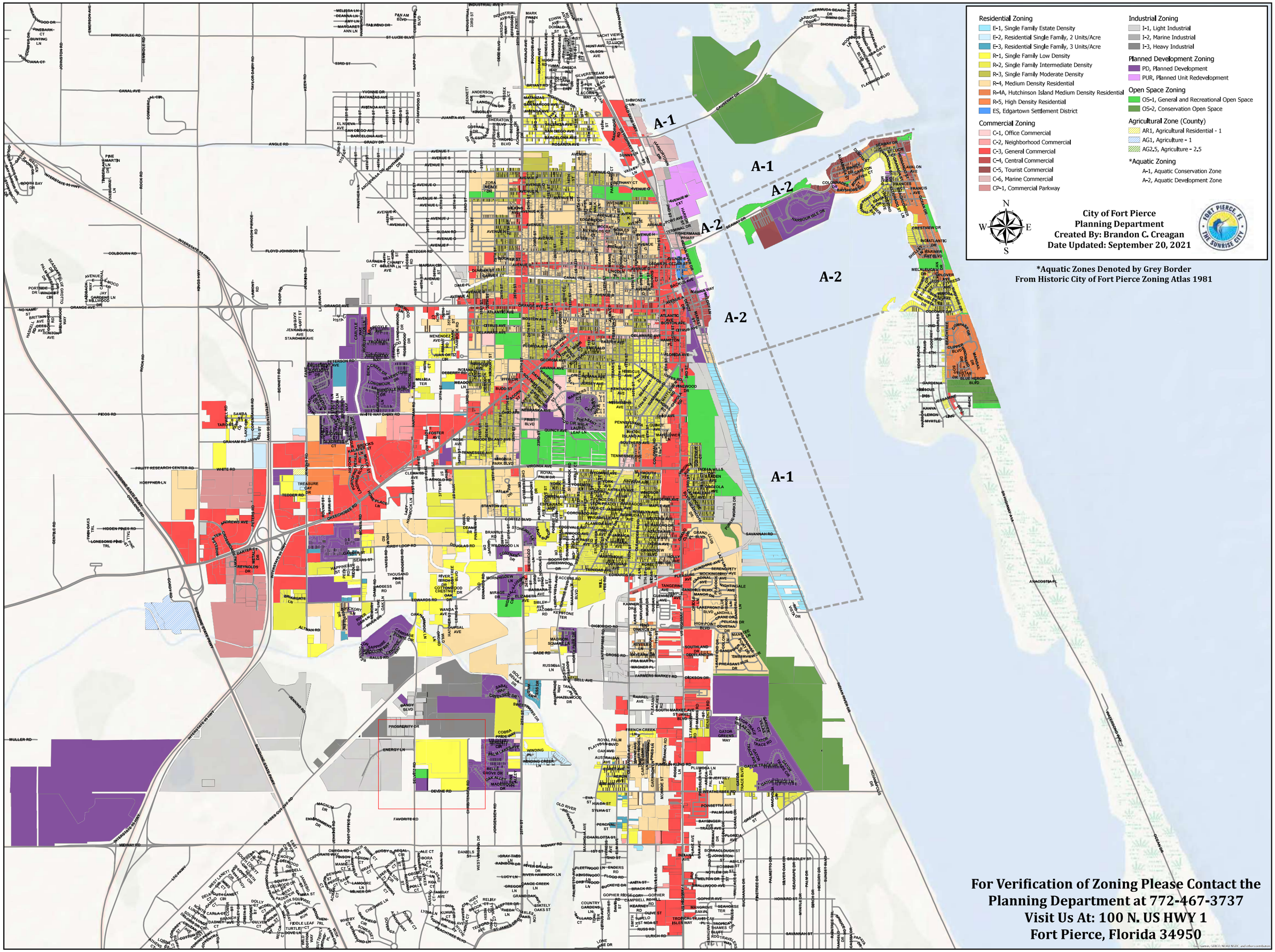
SELVITZ ROAD

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

SHEET 1 OF 2

© 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.


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
*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)

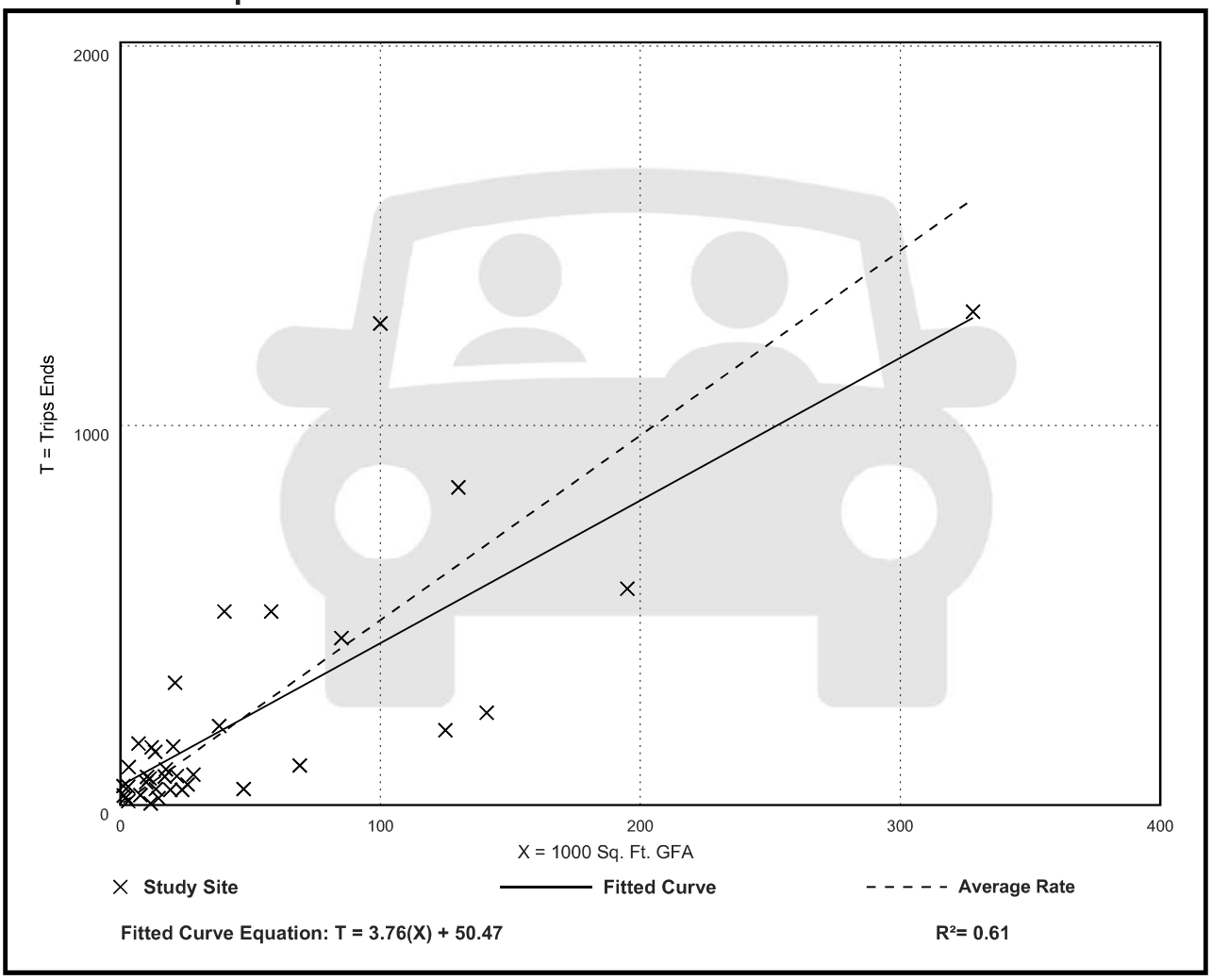
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

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



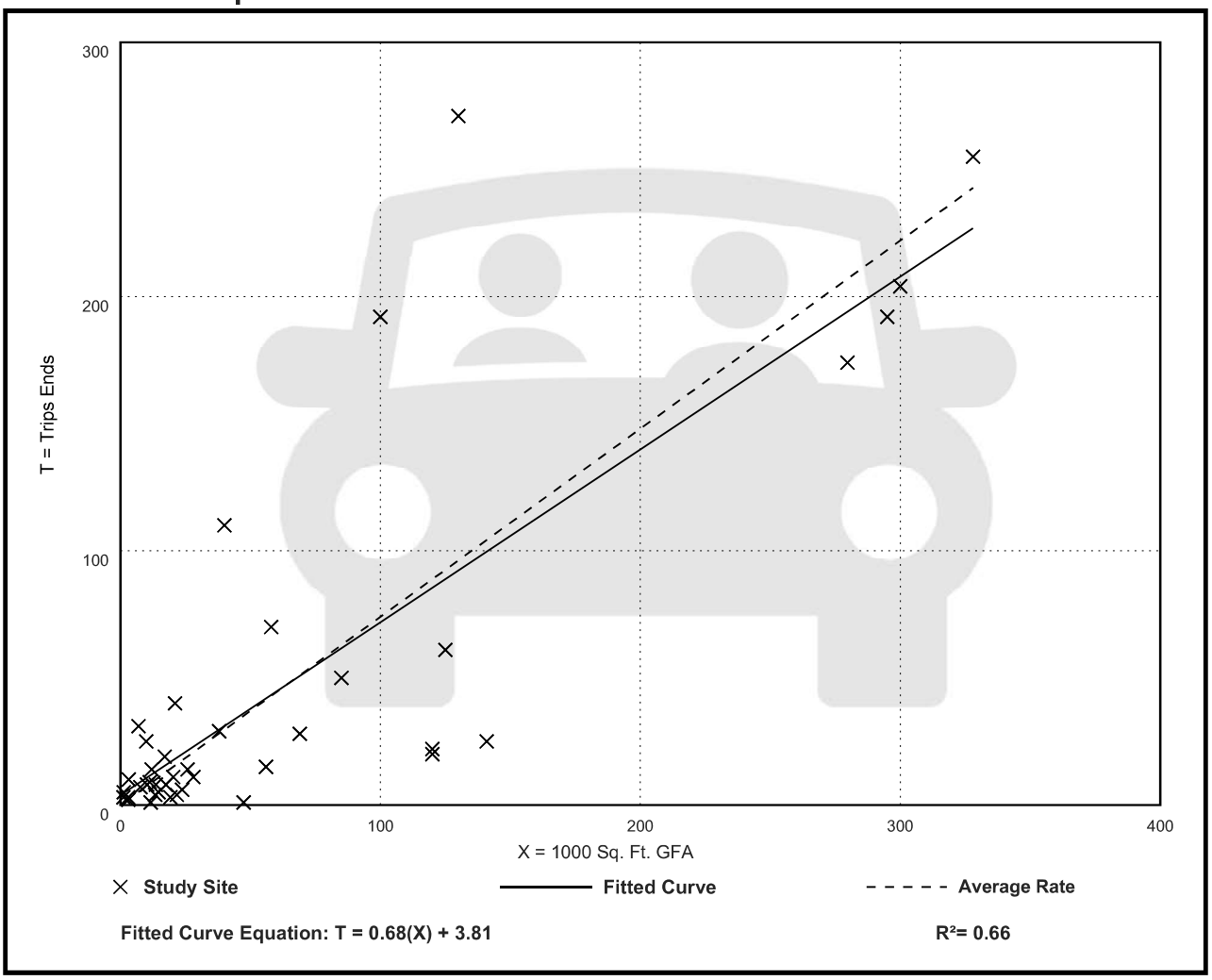
General Light Industrial
(110)

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



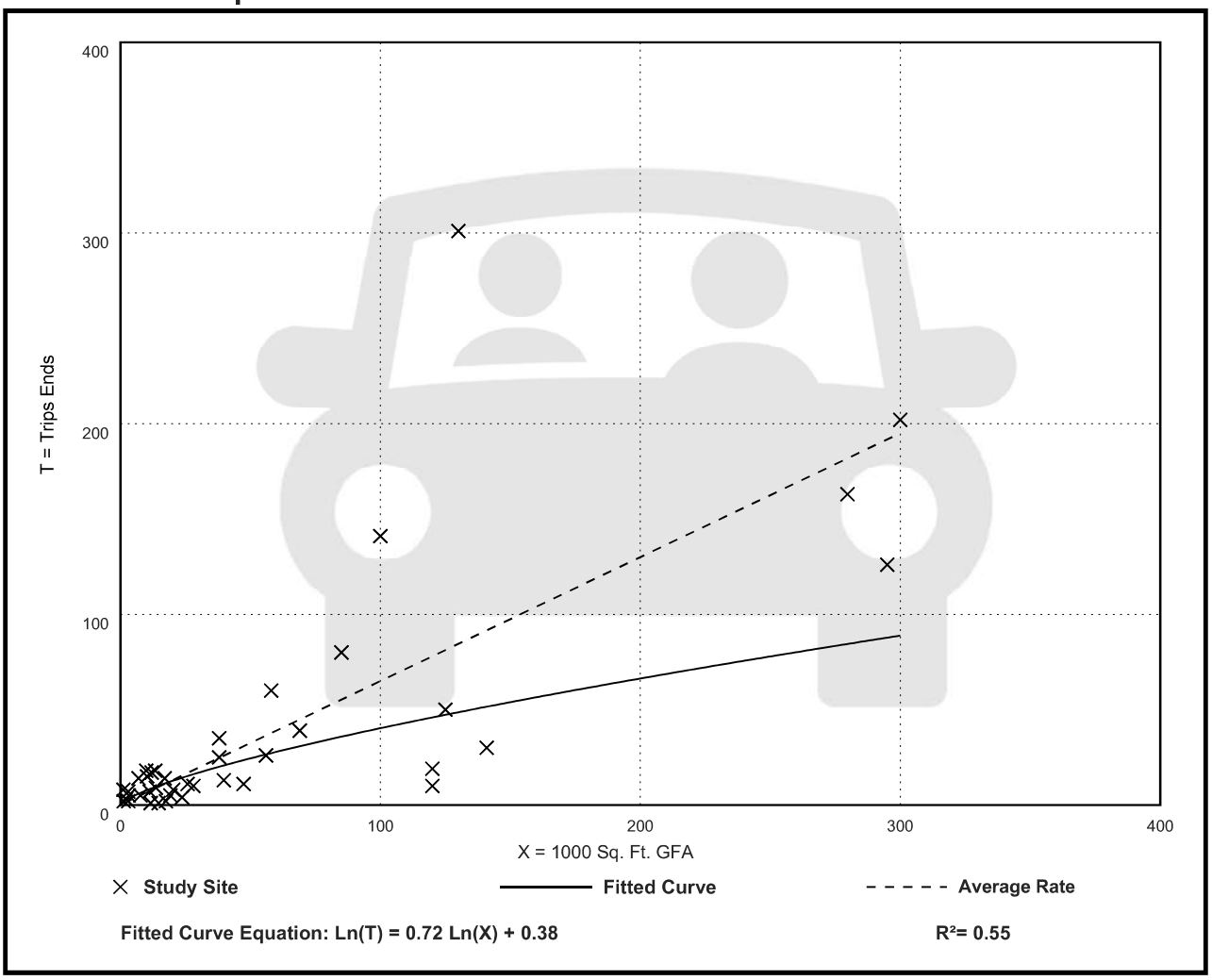
General Light Industrial
(110)

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)

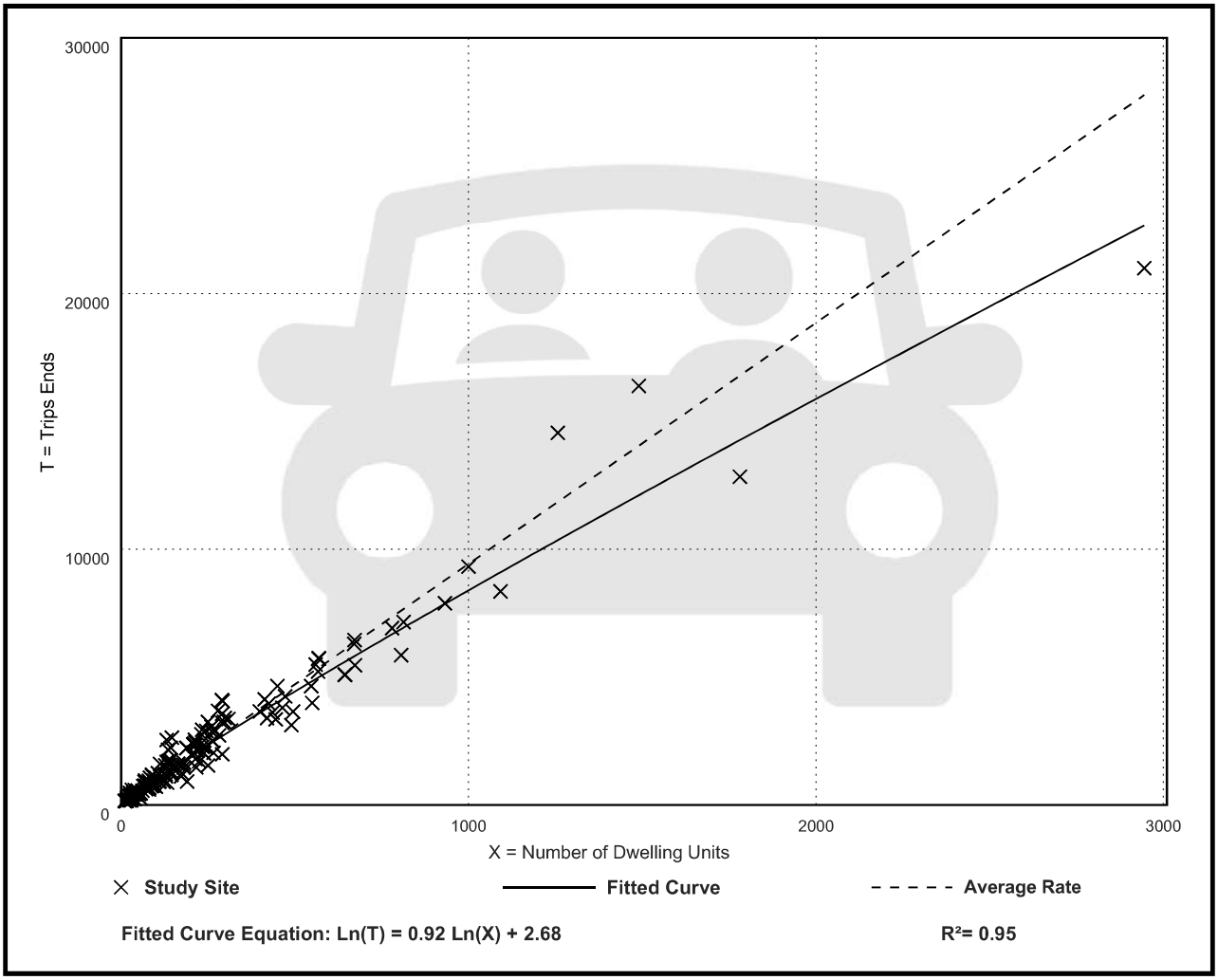
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

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

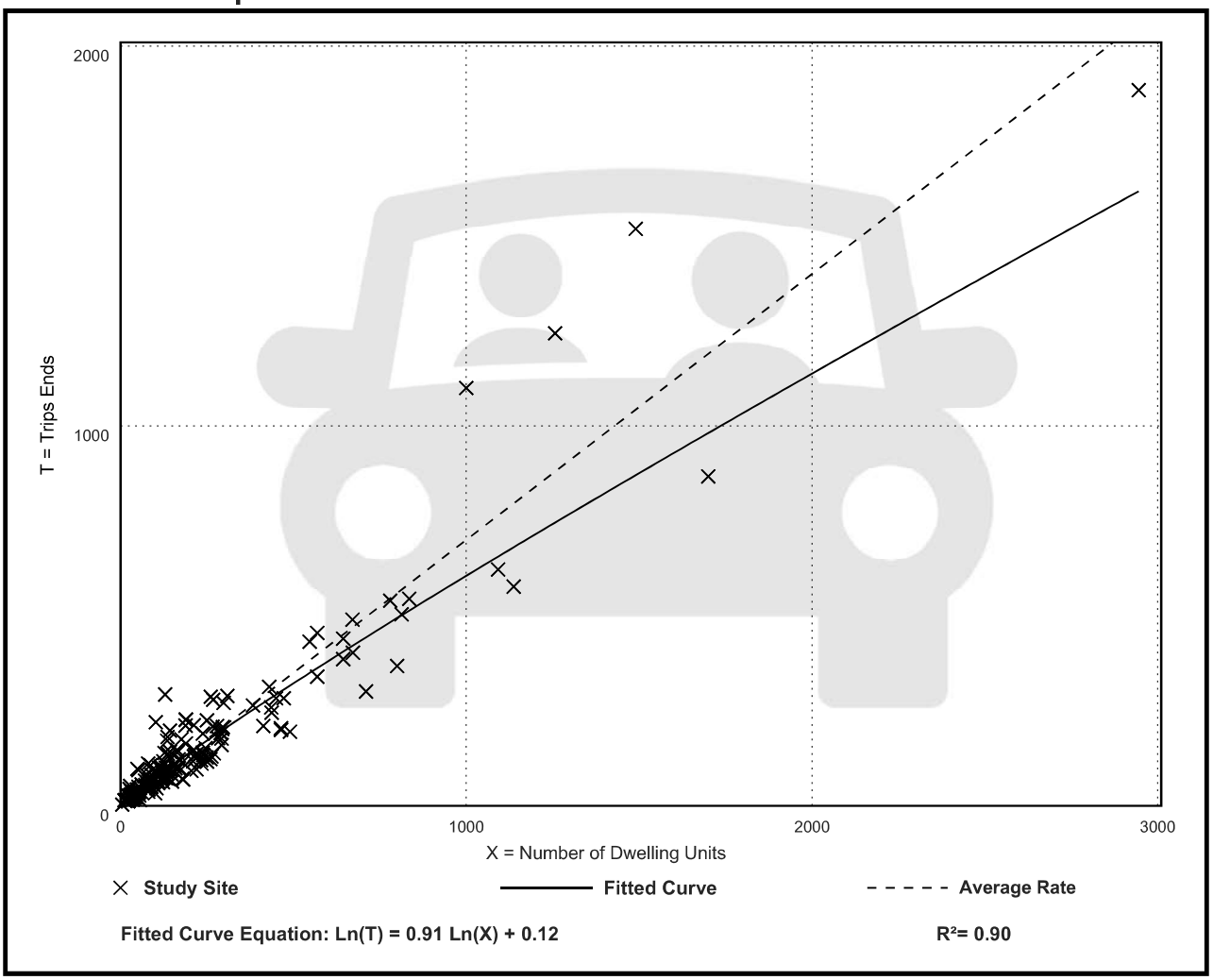
Single-Family Detached Housing
(210)

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



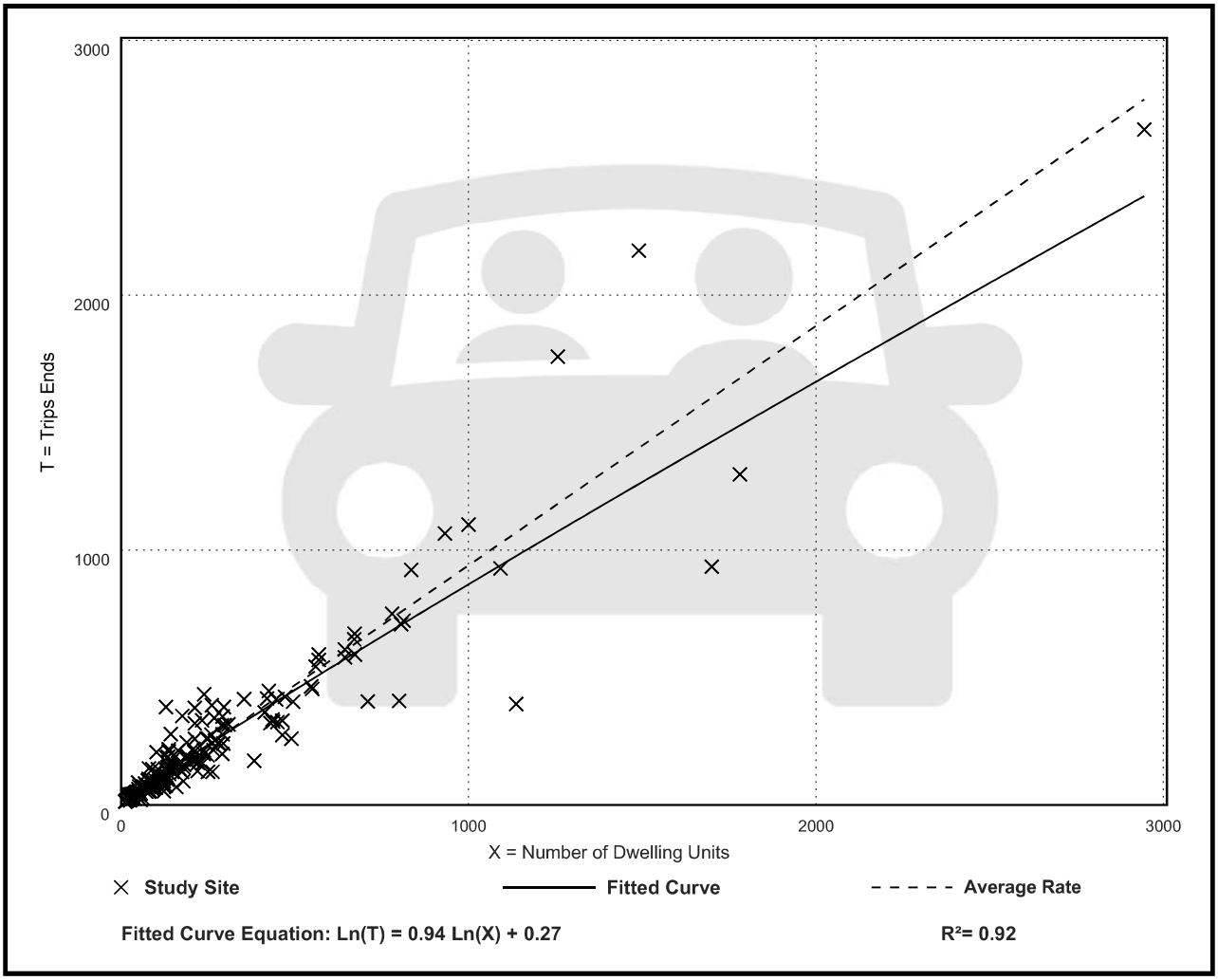
Single-Family Detached Housing
(210)

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)

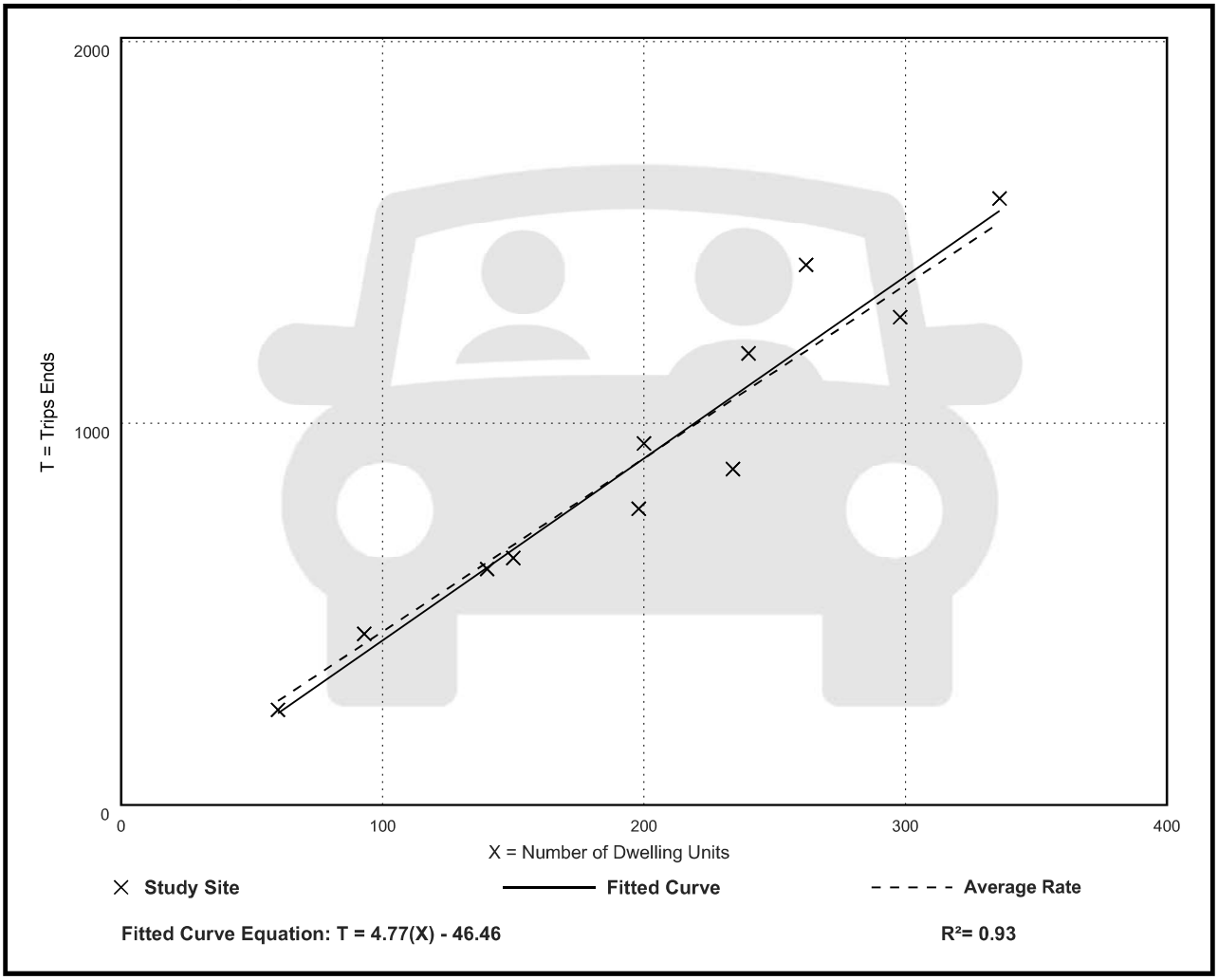
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

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

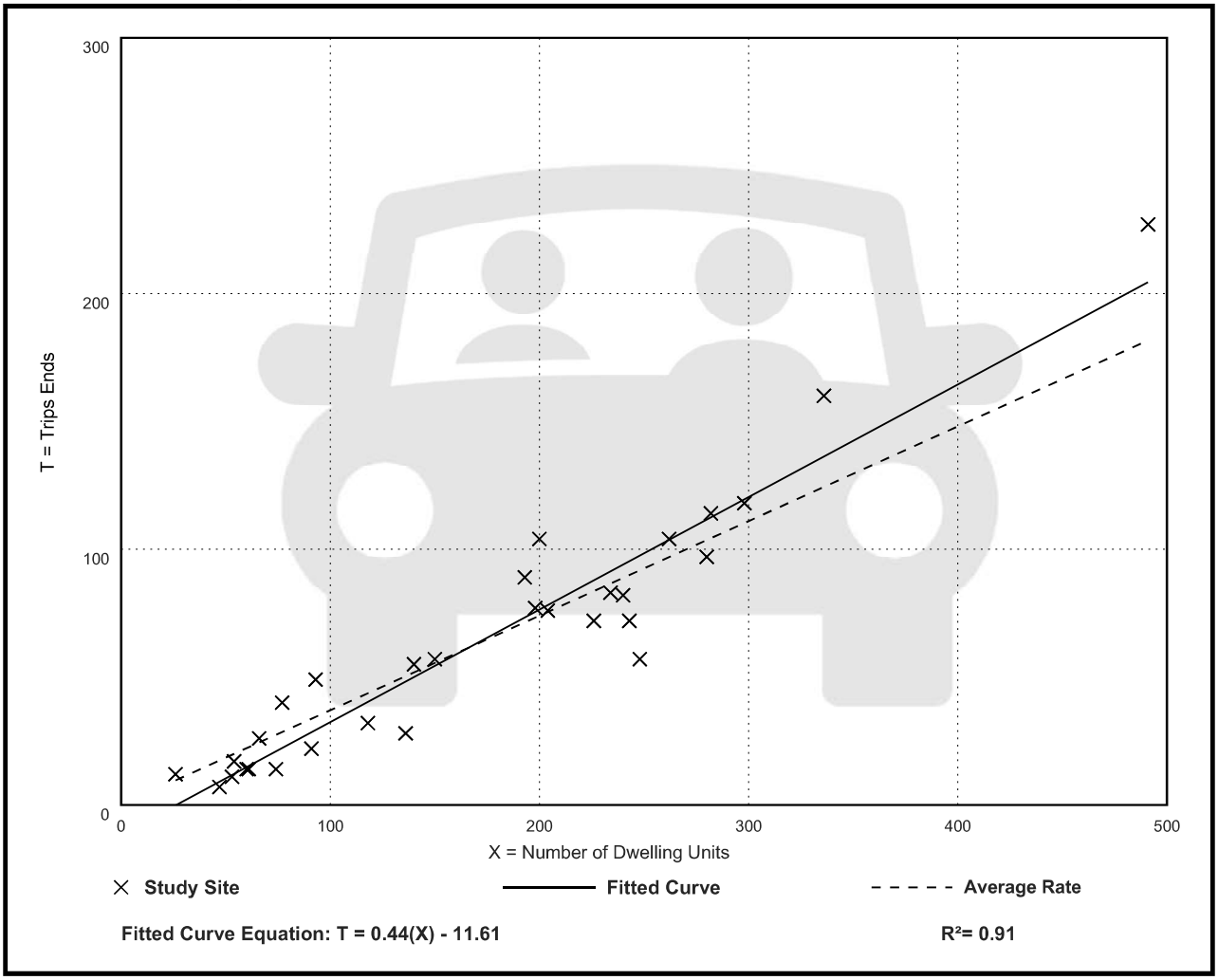
Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

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



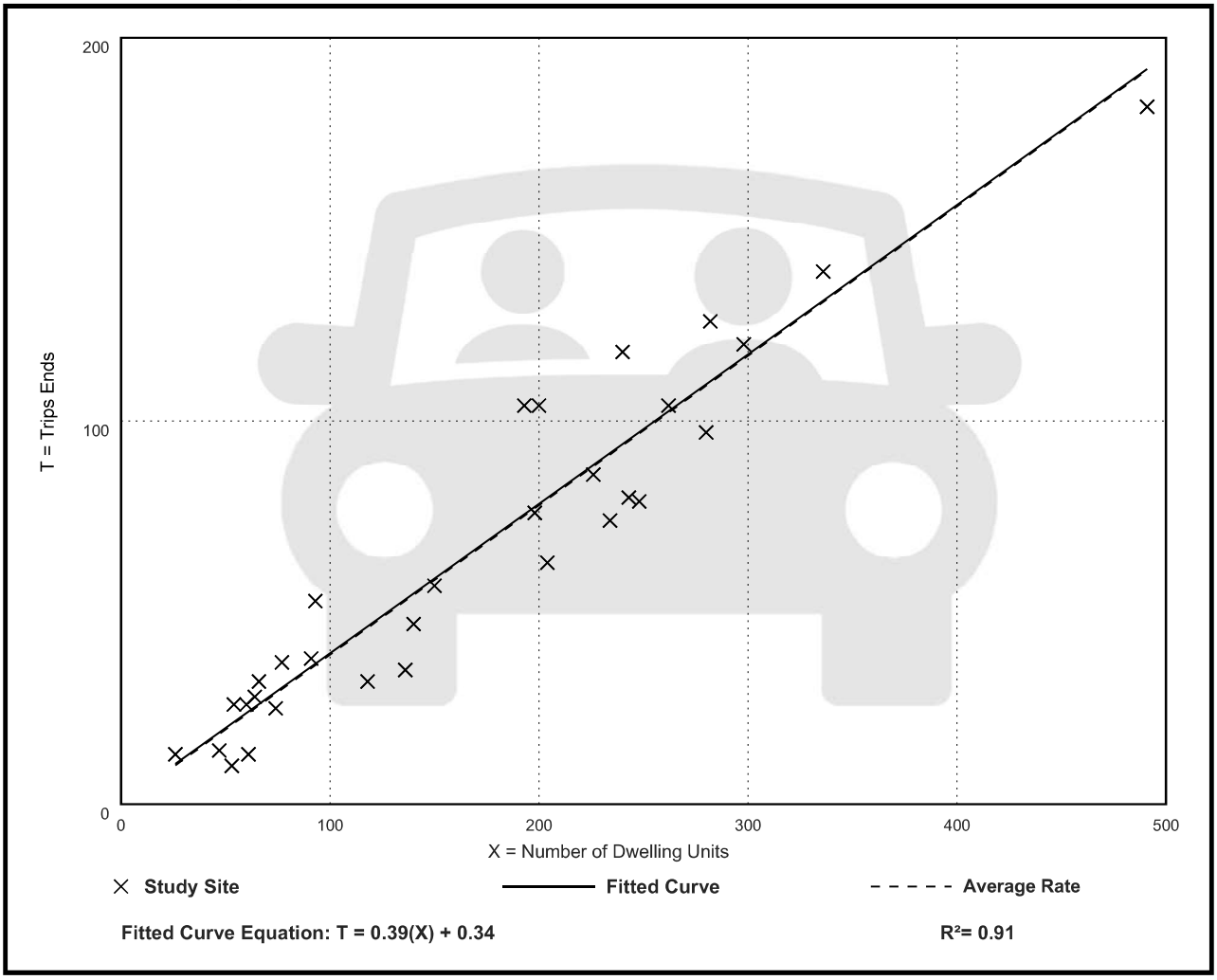
Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

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)

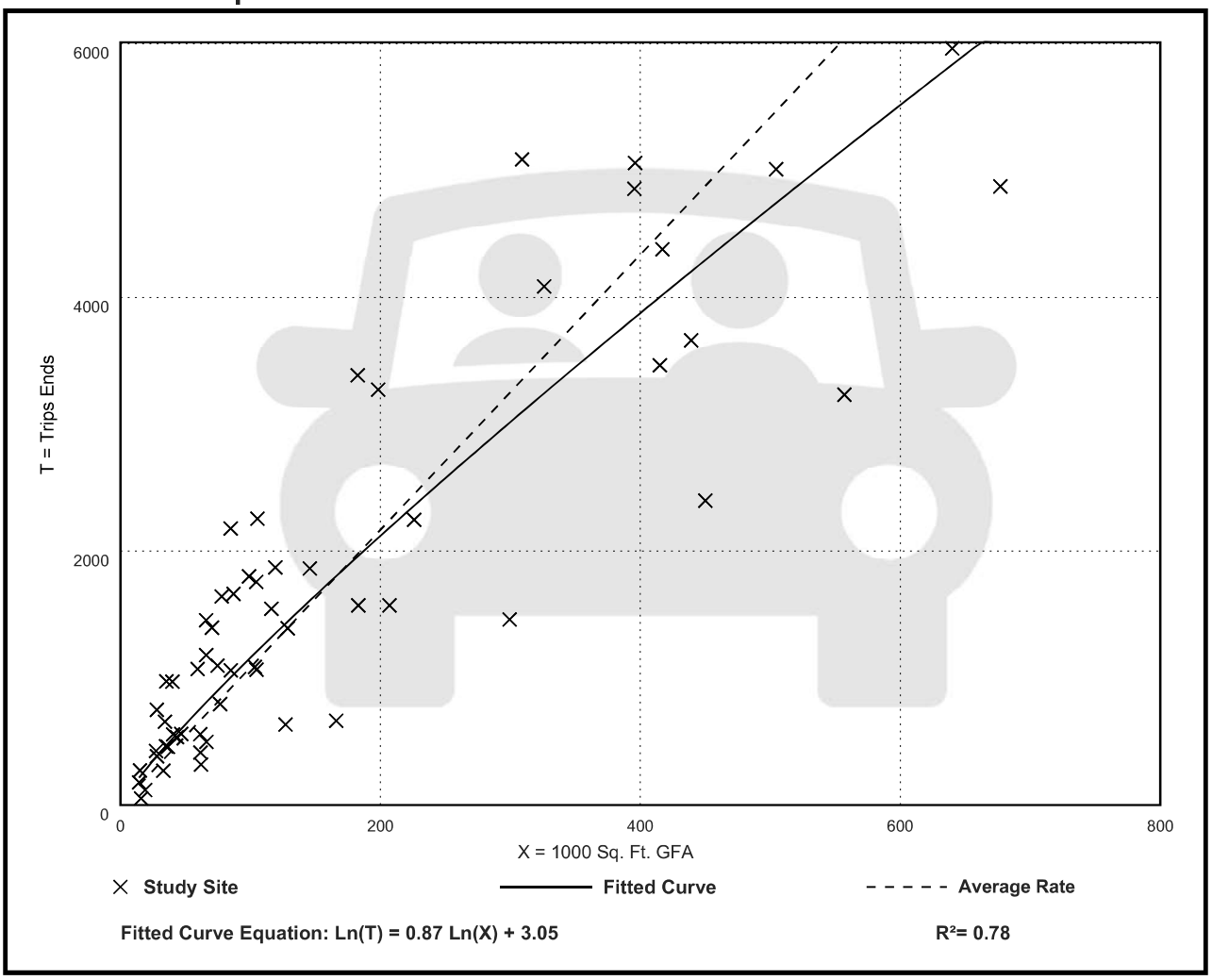
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

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



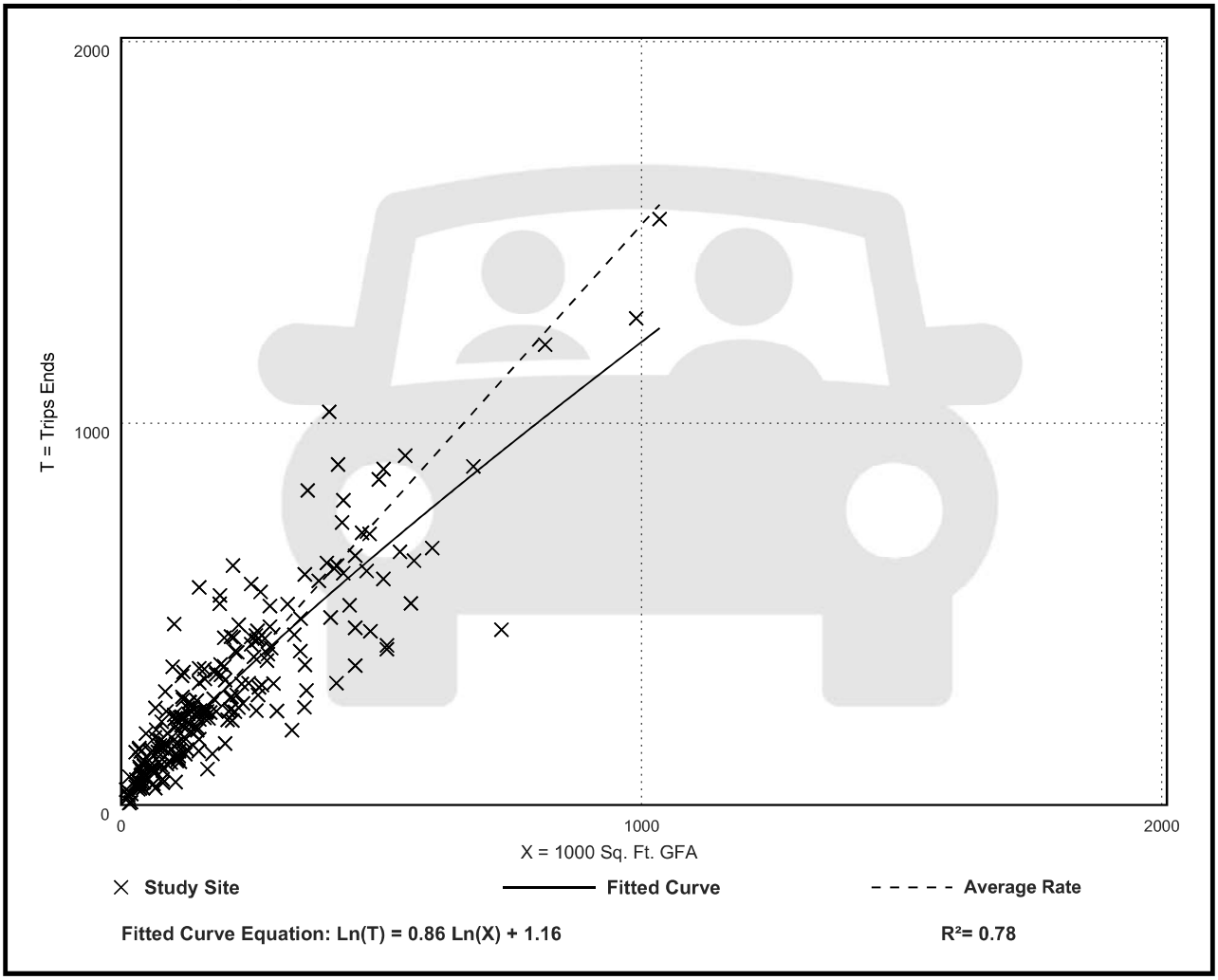
General Office Building
(710)

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



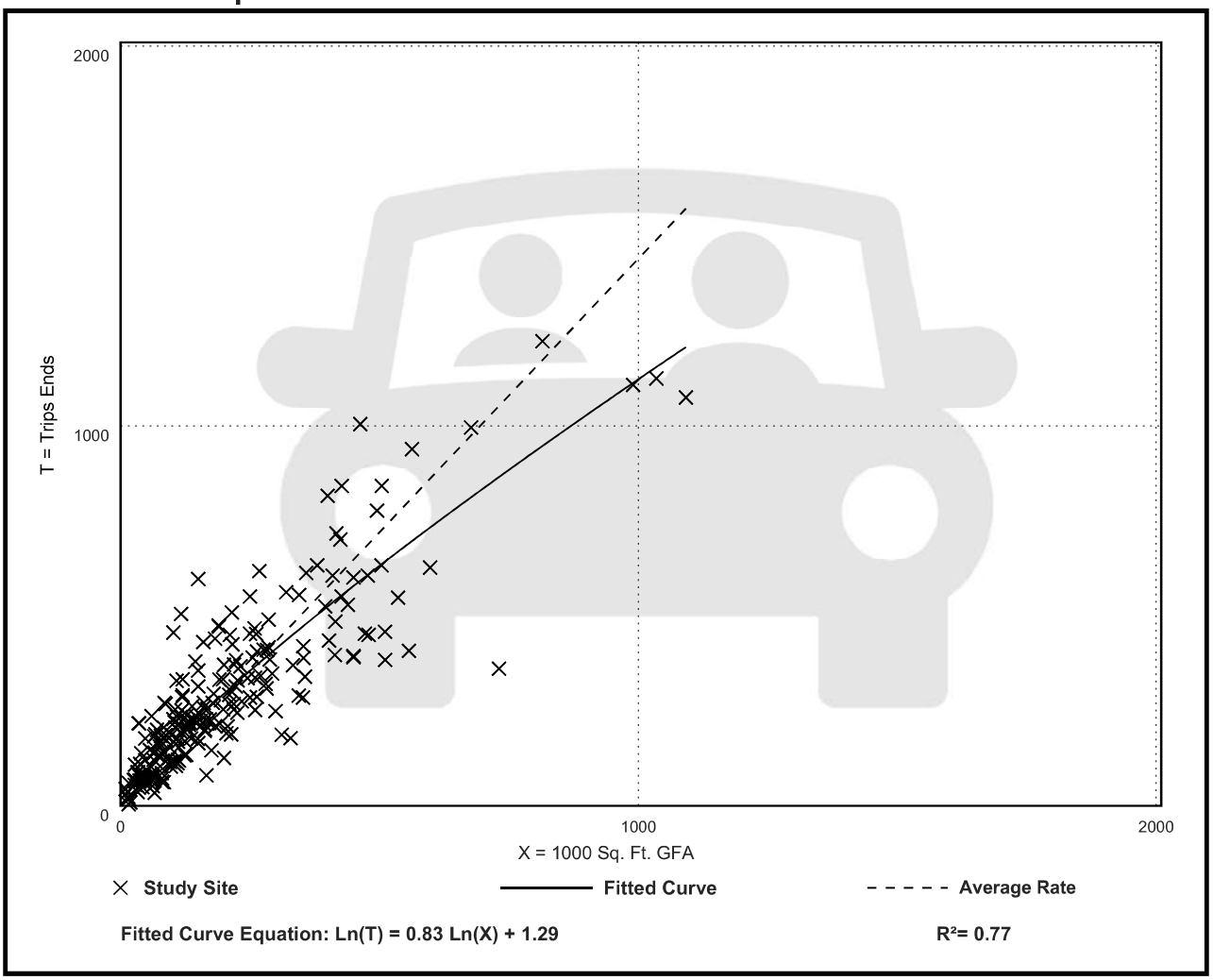
General Office Building
(710)

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)

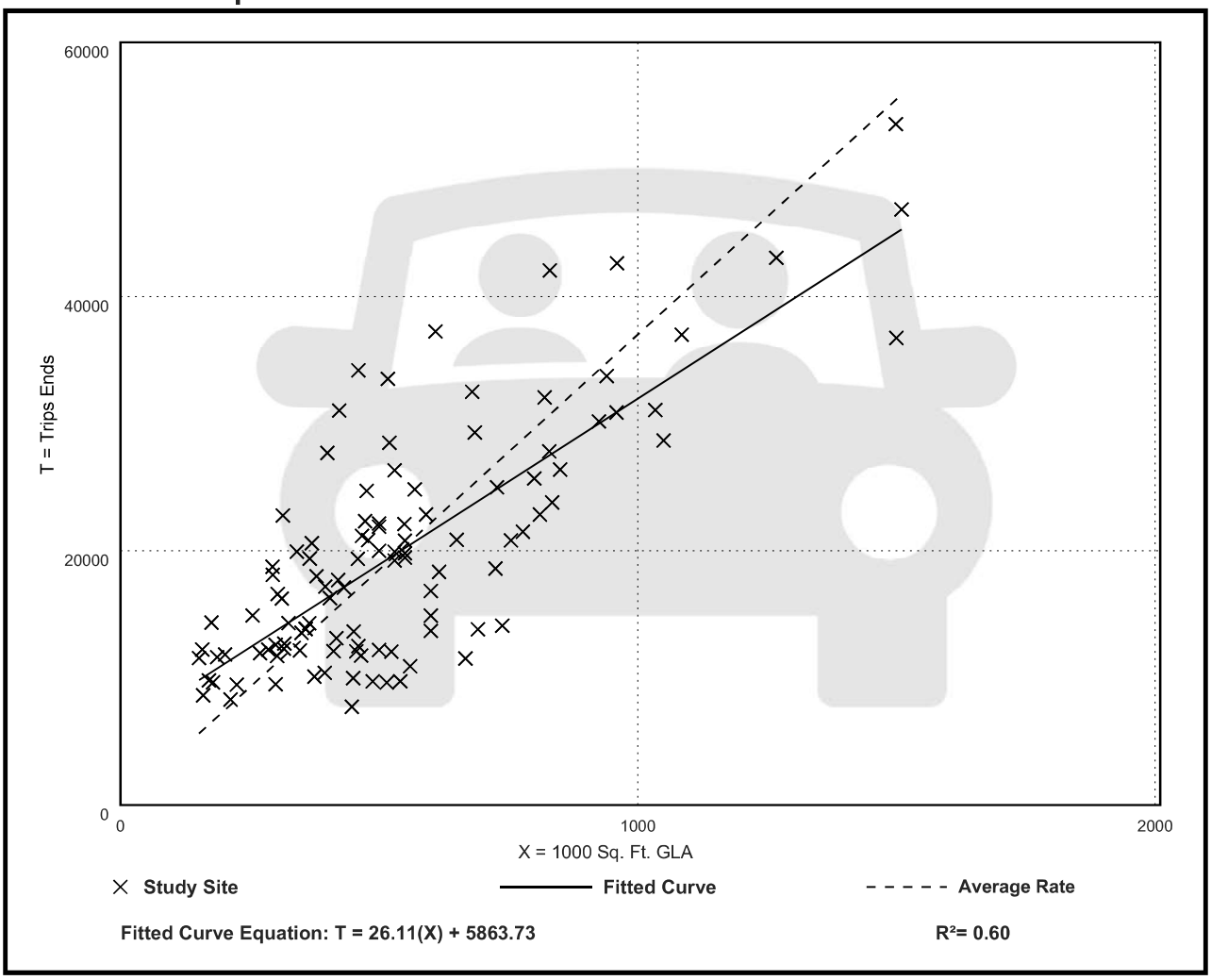
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

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

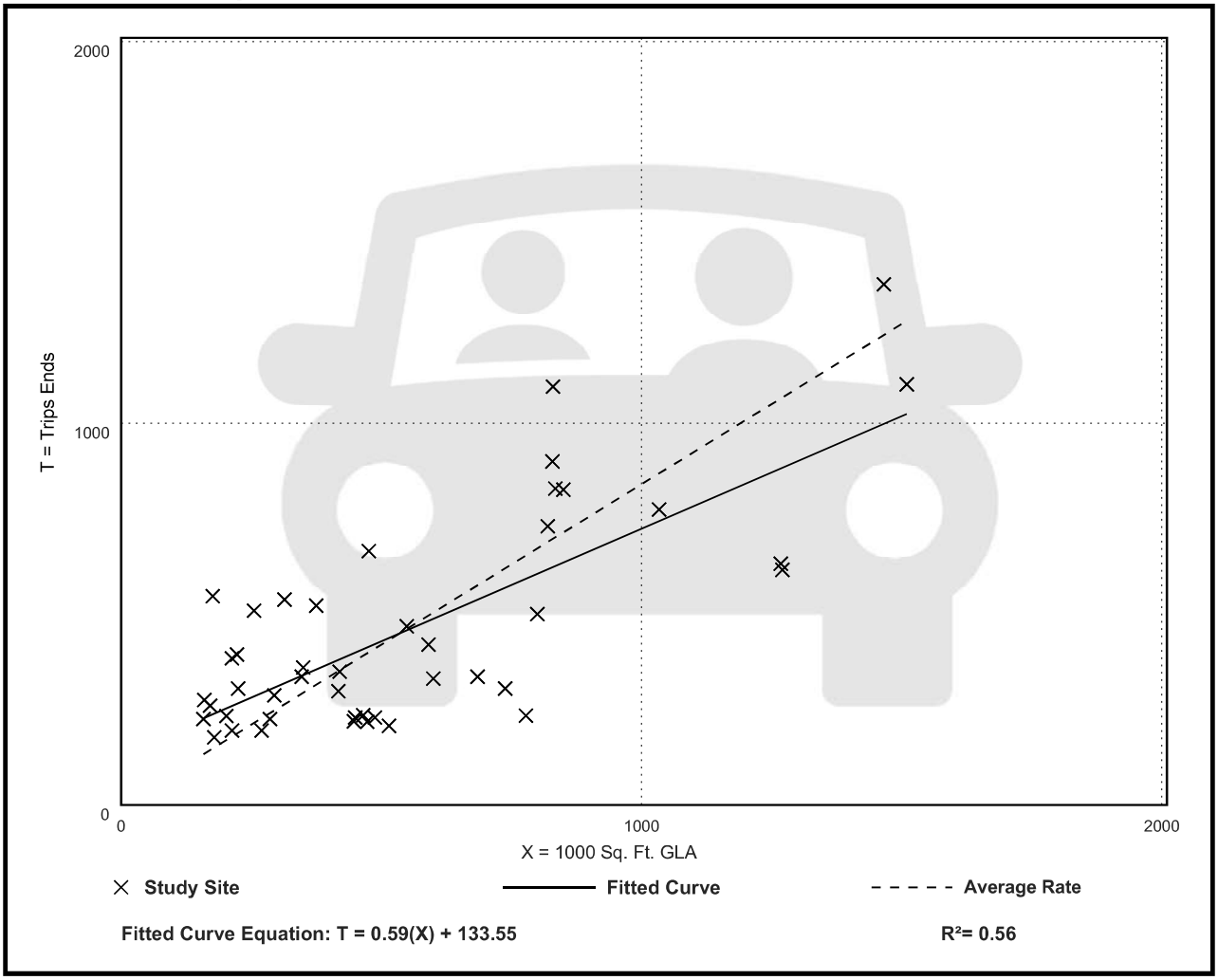
Shopping Center (>150k)
(820)

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



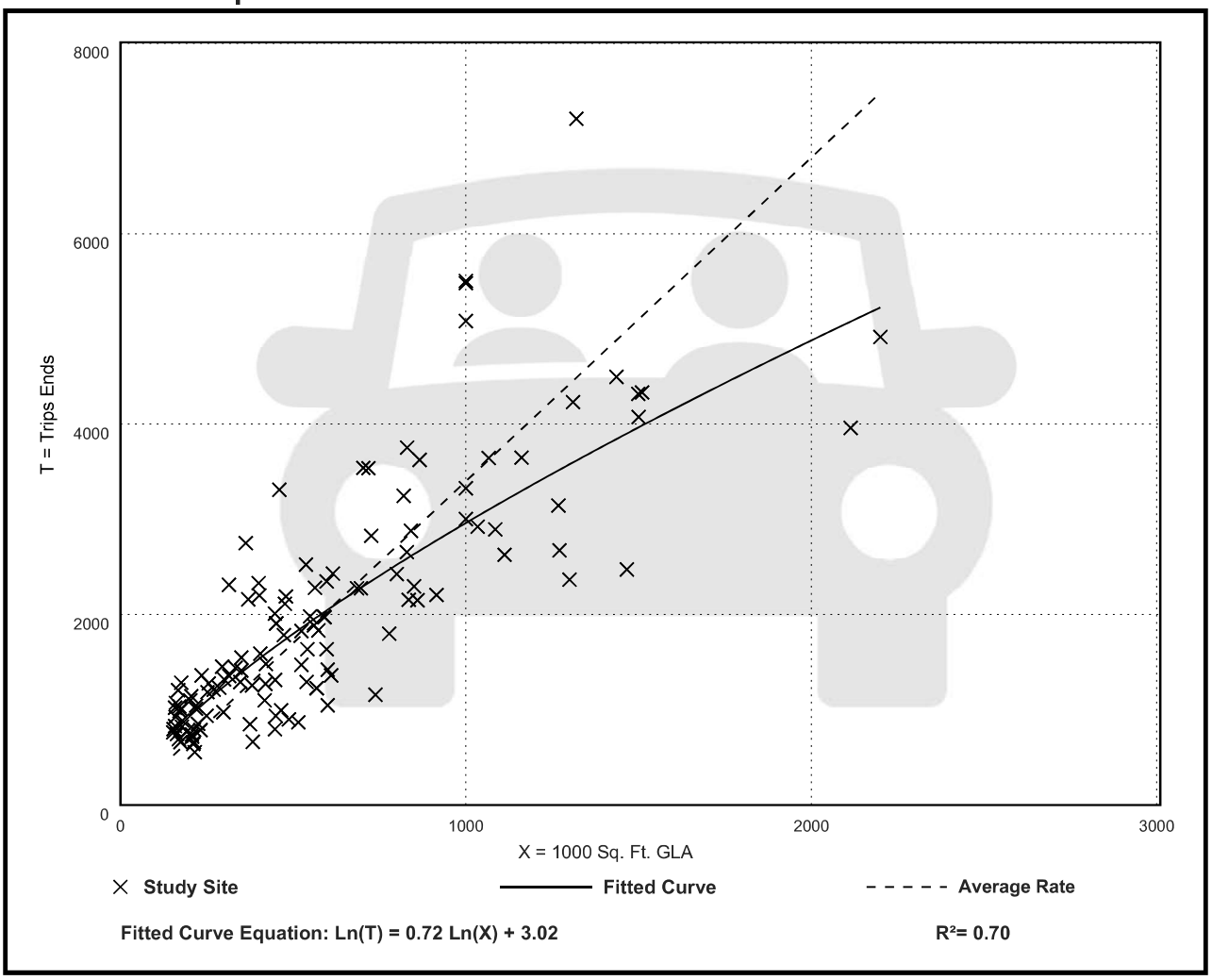
Shopping Center (>150k)
(820)

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

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

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.
© Copyright 2022 Saint Lucie County Property Appraiser. All rights reserved.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

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:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2022 Saint Lucie County Property Appraiser. All rights reserved.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

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.
© Copyright 2022 Saint Lucie County Property Appraiser. All rights reserved.

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)

*** 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
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

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT

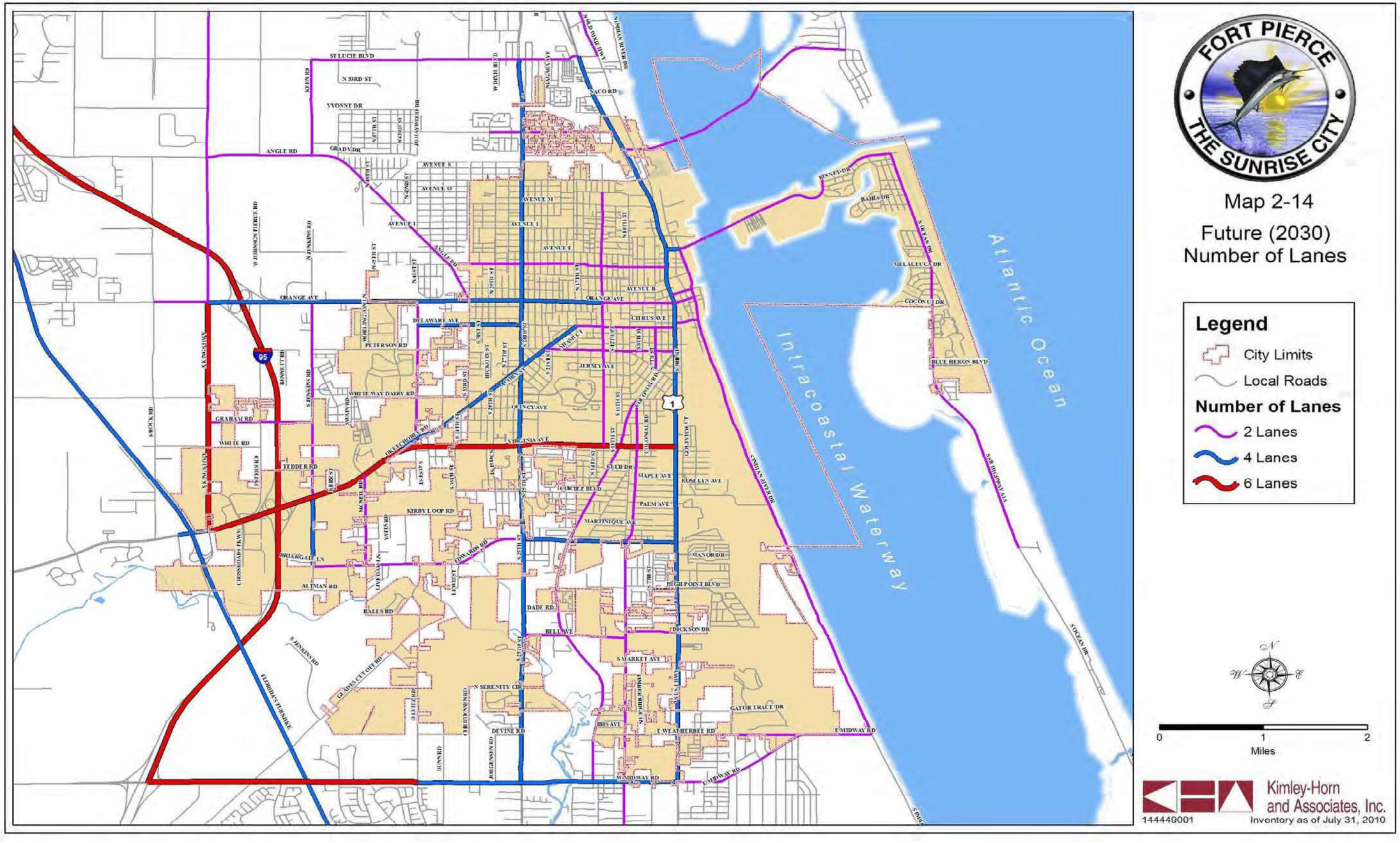
* Volumes shown were adjusted using FDOT Seasonal Factors

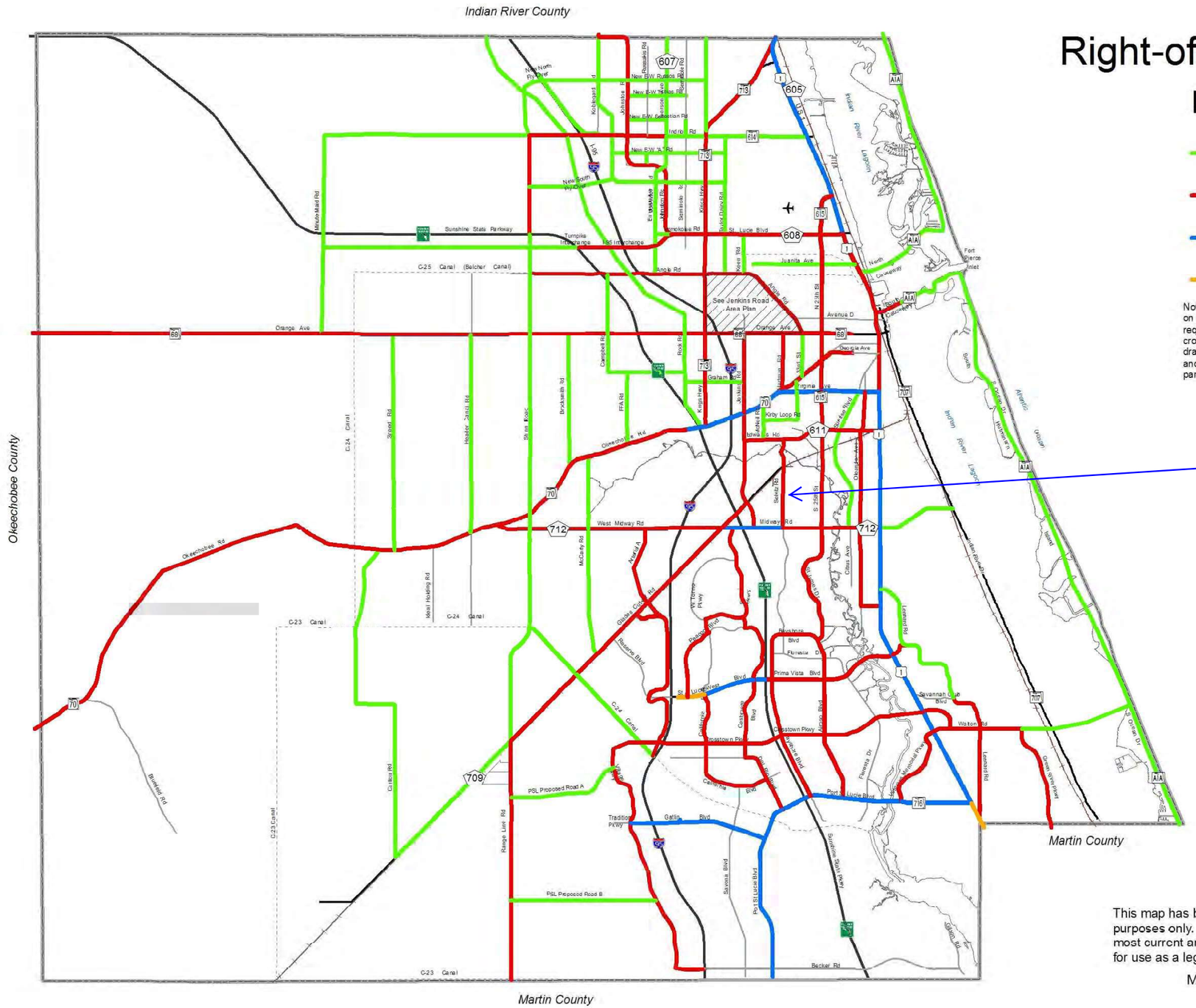
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

*** 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.**

Map 2-14 - Future (2030) Number of Lanes





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.

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.

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

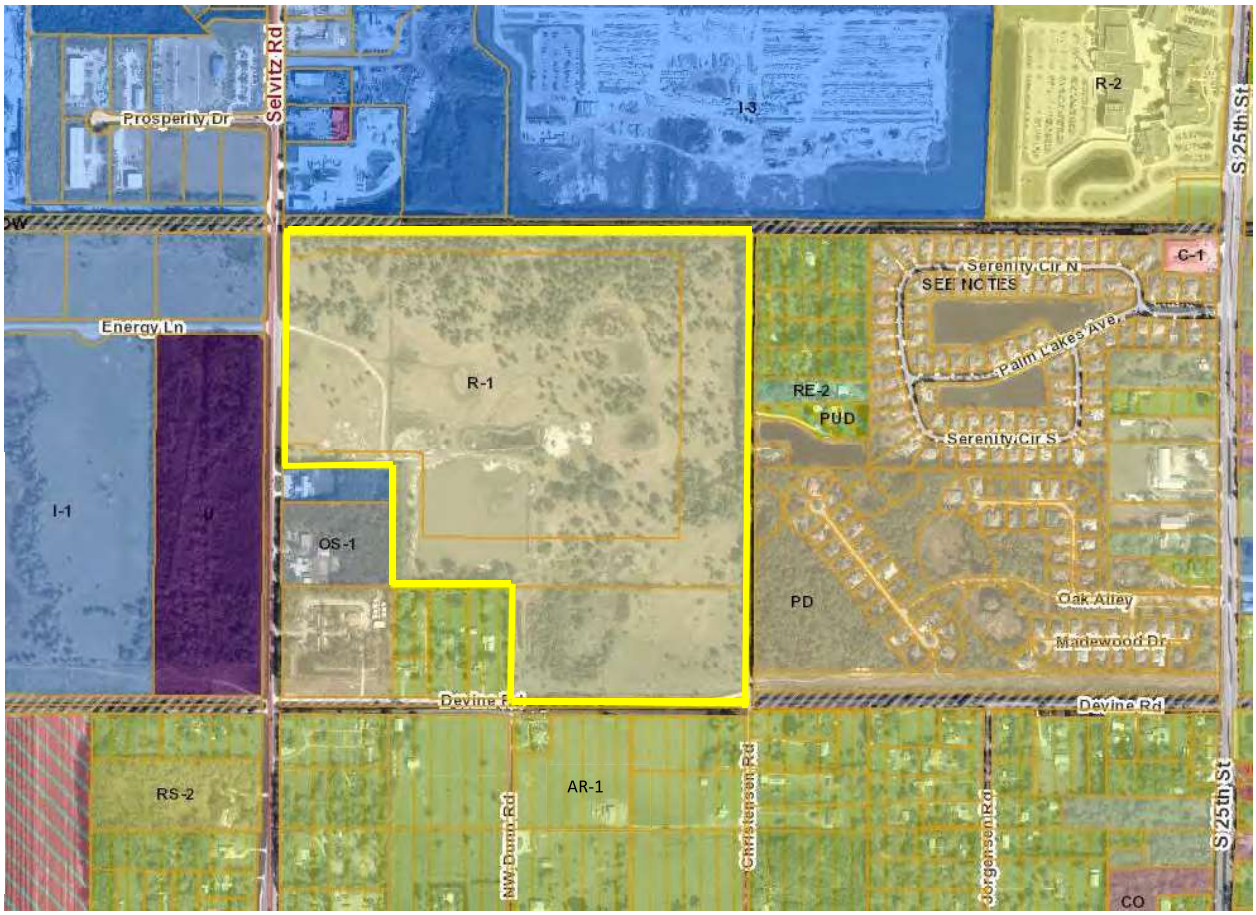
October 12, 2022

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

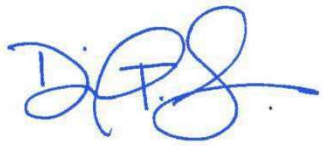
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

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.

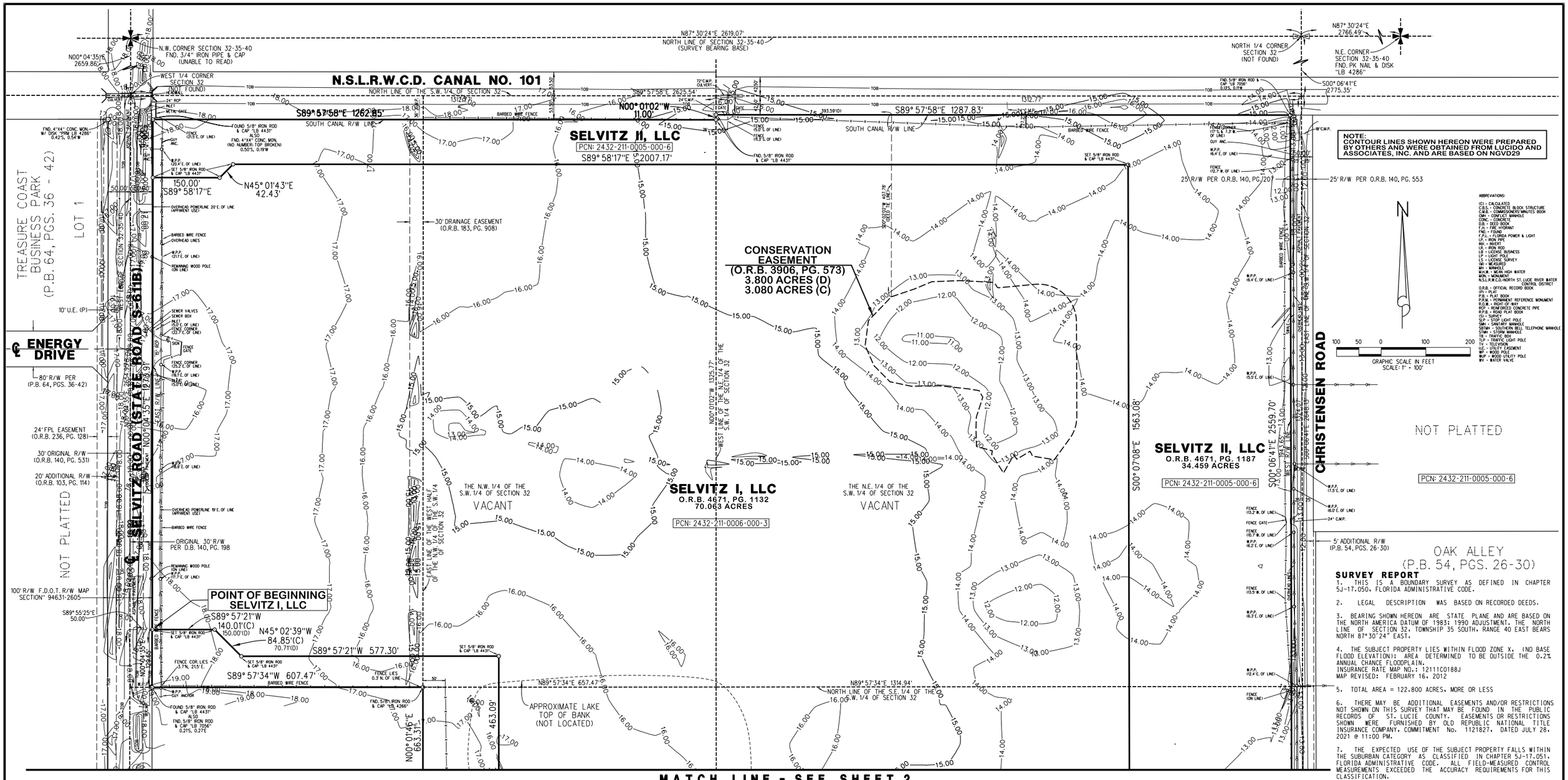
The proposed PD site plan included in this application allocates 15.75 acres for light industrial, 19.0 acres for high-density residential, 6.76 acres for medium-density residential usage, and 81.29 acres for planned development usage, with the total site area equaling 122.8 acres. Site retention in 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.

ALSO LESS AND EXCEPT THEREFROM:

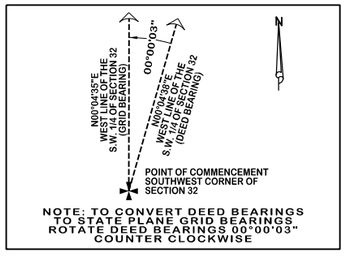
A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: FOR A POINT OF REFERENCE, COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 32; THENCE NORTH 00°04'38" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF 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 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.	PG.	JOB 13-040-101
OFF. CASASUS	638	78-80	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"

SELVITZ II, LLC
PCN: 2432-211-0005-000-6

30' DRAINAGE EASEMENT (O.R.B. 183, PG. 908)

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, 0.1'W

S89° 55'10"W 1414.65'

VACANT

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

W.P.P. (6.5'E. OF LINE)

W.P.P. (10.7'E. OF LINE)

FENCE (13.5'W. OF LINE)

FENCE (ON LINE)

GRAPHIC SCALE IN FEET
SCALE: 1" = 100'
100 50 0 100 200

N

NOT PLATTED

SELVITZ ROAD (STATE ROAD S-611B)

N00° 04'35"E 2654.95'

663.74'

WEST LINE OF SECTION 32-35-40

EAST R/W LINE

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

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

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

N89° 55'21"E 1291.02'

POND

12.00
6.00

SET 5/8" IRON ROD & CAP "LB 4431"

S00° 06'41"E 2643.13'

CHRISTENSEN ROAD

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)

OAK ALLEY
(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

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 SECTION 32
(NOT INCLUDED)

N00° 01'46"E 663.31'

N00° 01'02"W 616.88'

WEST LINE OF THE S.E. 1/4 OF THE S.W. 1/4 OF SECTION 32

S00° 06'41"E 616.05'

EAST LINE OF THE S.W. 1/4 OF SECTION 32

HOG & BARBED WIRE FENCE LIES 1.6' W OF LINE

WIRE FENCE

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)

FOUND 5/8" IRON ROD & CAP "LB 4431" ALSO FND. 4" IRON ROD (NO NUMBER) 0.29'N, 0.10'W

FENCE COR. LIES 7.4'N

C.P.P. (13.0'E. OF LINE)

C.P.P. (6.9'N. OF LINE)

C.P.P. (68'N. OF LINE)

C.P.P. 199'N. & 28'W. OF LINE

OVERHEAD LINES

OVERHEAD LINES (APPARENT USE)

W.P.P. (15.5'N. OF LINE)

W.P.P. (6.1'N. OF LINE)

W.P.P. (117.8'N. OF LINE)

W.P.P. (16.5'N. OF LINE)

W.P.P. (10.5'E. OF LINE)

W.P.P. (11.7'E. OF LINE)

FENCE CORNER (0.5'W. OF LINE)

GUY ANC.

18" C.M.P.

WIRE FENCE

SHELL ROCK ROAD TO "CANAL" ABOVE

46' WIDE EASEMENT FOR COUNTY ROAD PURPOSES PER O.R.B. 260, PG. 214

BERM

DEVINE ROAD

S89° 53'07"W 2634.22'

SOUTH LINE OF SECTION 32-35-40

658.55' 658.55'

FENCE LIES 2.5' OF LINE

BARBED WIRE FENCE

CONC. HEADWALL

12"PVC

OUTFALL

S89° 53'07"W 1292.03'

1317.11'

WIRE FENCE 0.5' OF LINE

TOB

CANAL

84"C.M.P. CULVERT

N.S.L.R.W.C.D CANAL NO. 102

S.W. CORNER OF SECTION 32-35-40
FND. 1" IRON ROD (NO NUMBER) IN ASPHALT CUT OUT

NSLRWCD CANAL NO. 102

SOUTH 1/4 CORNER SECTION 32-35-40 (NOT FOUND)

FOUND 5/8" IRON ROD & CAP "LB 4431"

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
INV. = INVERT
IRR. = IRRIGATION
IR = IRON ROD
LB = LICENSE BUSINESS
LP = LIGHT POLE
LS = 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
OH = OAK
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
SLP = STOP LIGHT POLE
SMH = SANITARY MANHOLE
SBTMH = SOUTHERN BELL TELEPHONE MANHOLE
STMH = STORM MANHOLE
T.B. = TELEPHONE BOX
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

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. 013-040

K:\UST\323540\13-040\13-040-101\13-040-101.DGN 1/25/2023 10:05:43 AM

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:

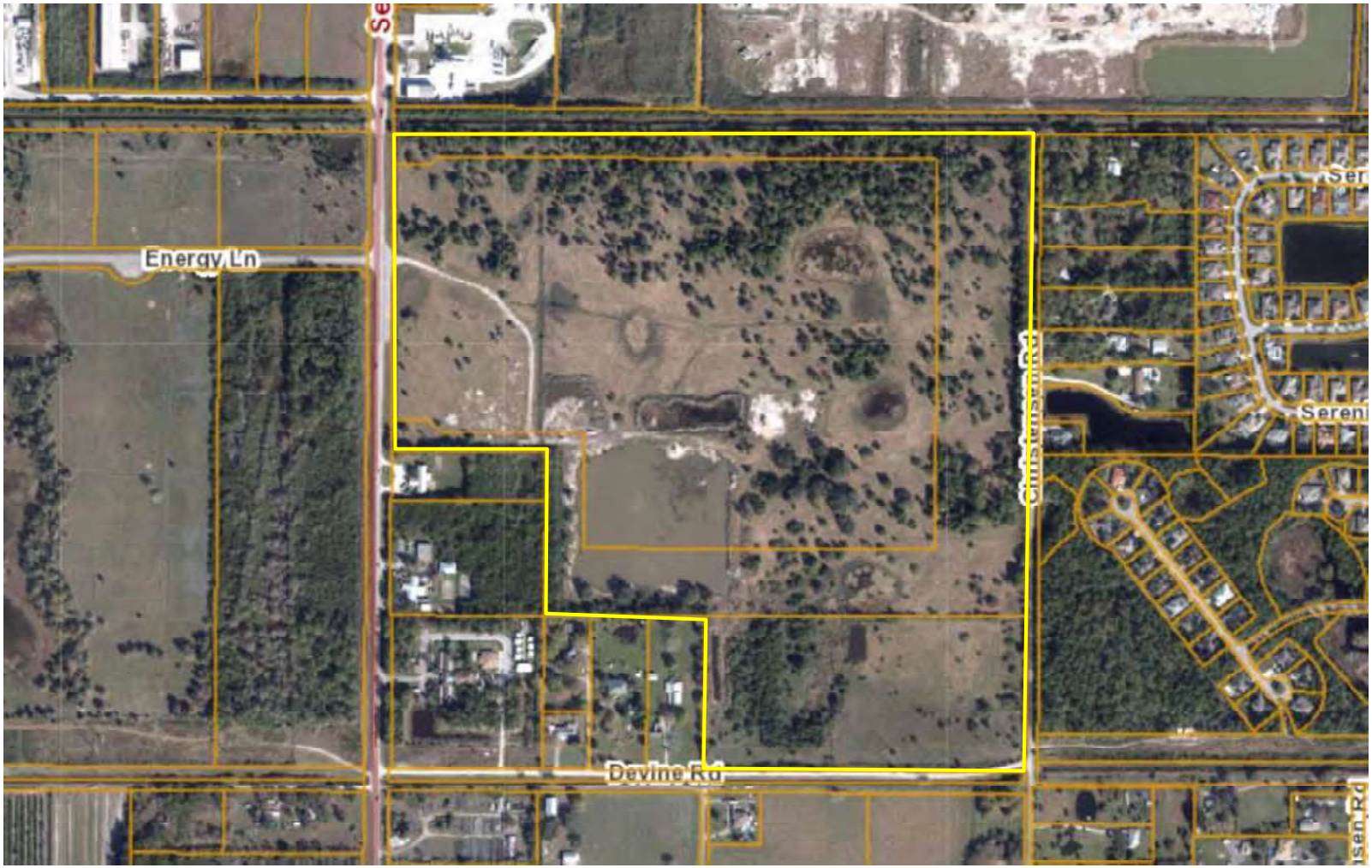
Based on the State definition of a wetland in 62-340 FAC, there are three components: hydric soils, wetland plants, and hydrologic indicators. These factors listed were present on site. A wetland JD has been performed at this site (Permit No. 56-03396-P). State and Federal jurisdictional wetlands are 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

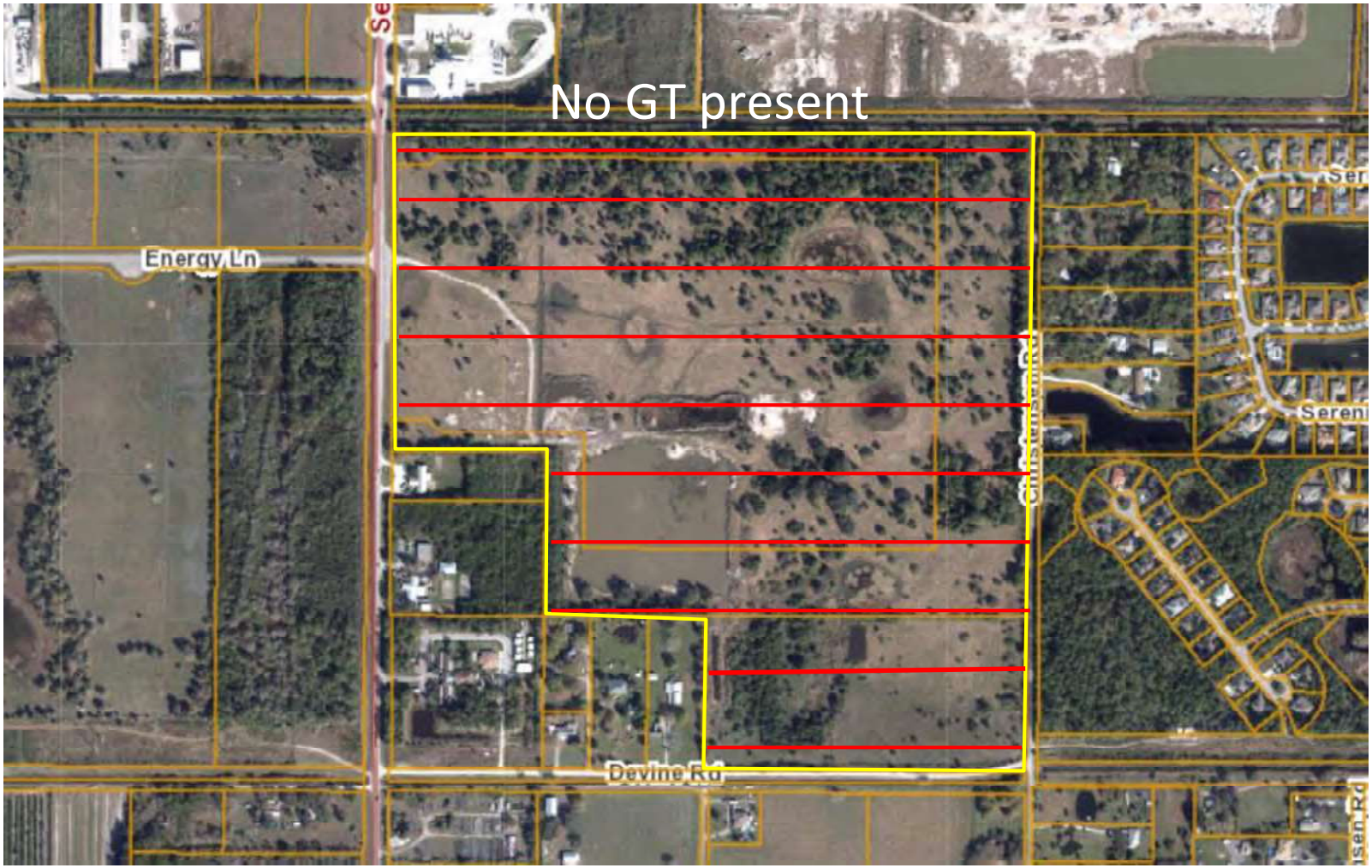
Location Map

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

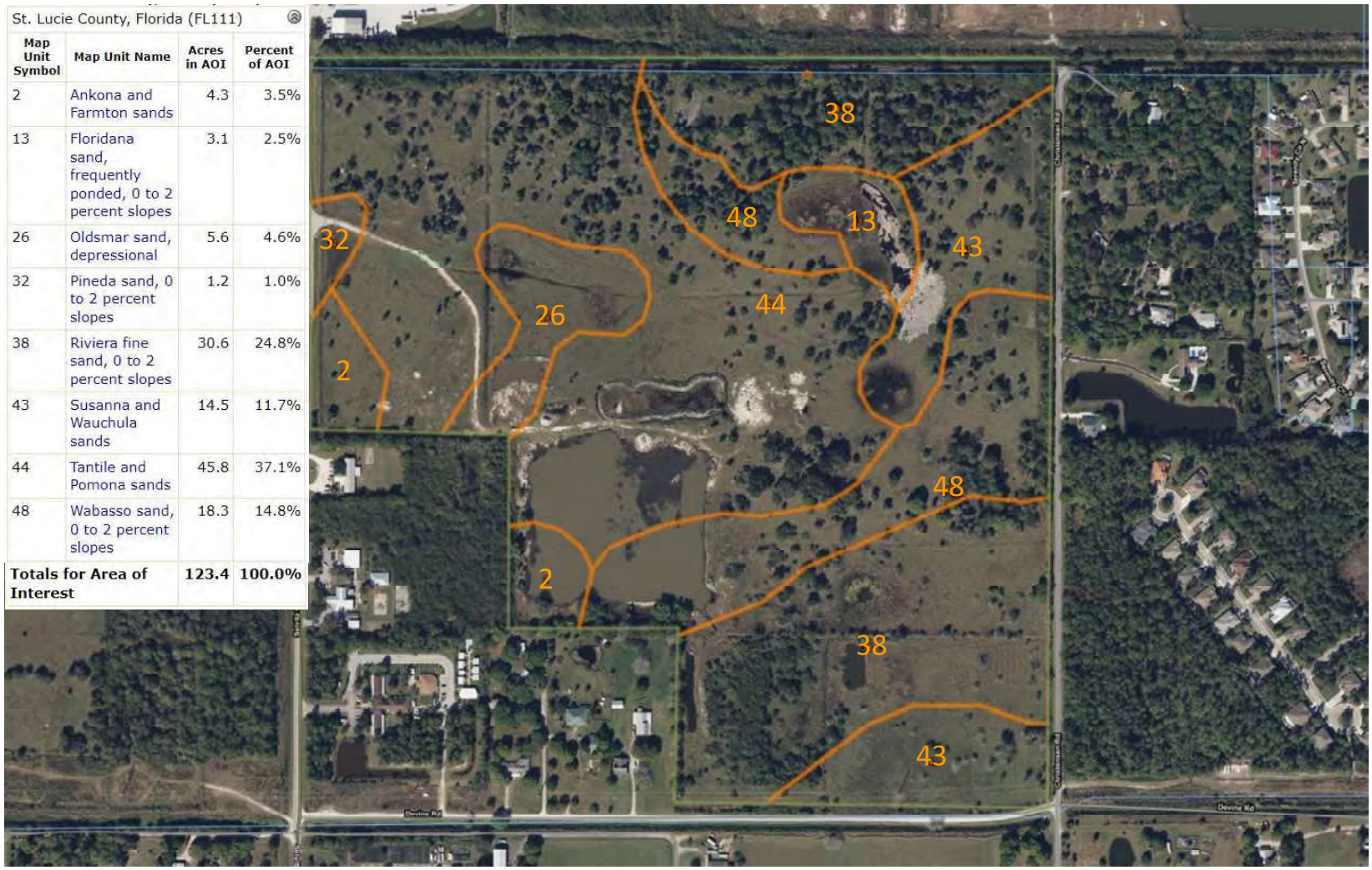
N

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:

MacKenzie
Engineering & Planning, Inc.
1172 SW 30th Street, Suite 500
Palm City, FL 34990
(772) 286-8030

023009
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 (1,069,834 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.

TABLE OF CONTENTS

EXECUTIVE SUMMARY i
TABLE OF CONTENTS ii
LIST OF FIGURES iii
LIST OF TABLES iii
INTRODUCTION 1
CURRENT DATA 3
TRIP GENERATION 3
HISTORICAL GROWTH 3
ASSURED, PROGRAMMED AND PLANNED CONSTRUCTION 4
SHORT-TERM (5-YEAR) 4
LONG-TERM (YEAR 2045) 4
TRAFFIC DISTRIBUTION AND ASSIGNMENT 5
FUTURE LAND USE CHANGE ANALYSIS 6
EXISTING FUTURE LAND USE 6
PROPOSED FUTURE LAND USE 6
NET IMPACT 7
Internal Capture 7
Pass-by Trip Capture 7
ROADWAY ANALYSIS 9
Long Term Analysis (2045) - Maximum 9
Long Term Analysis (2045) – 20 Percent Maximum Non-Residential FAR 9
REZONING ANALYSIS 13
MAXIMUM USE 13
Trip Generation 13
Internal Capture 13
Pass-by Trip Capture 13
ROADWAY ANALYSIS (5-YEAR) 15
CONCLUSION 17
APPENDICES 18

LIST OF FIGURES

Figure 1. Site Location Map 2
Figure 2. Traffic Assignment 5

LIST OF TABLES

Table 1A. Future Land Use Change Summary 1
Table 1B. Rezoning Land Use Summary 2
Table 2. Growth Rate Calculation 3
Table 3. Trip Generation – Future Land Use 8
Table 4. FLU Roadway Analysis (2045) 10
Table 5. Trip Generation – Proposed Future Land Use with Restrictions 11
Table 6. Proposed FLU with Restrictions Roadway Analysis (2045) 12
Table 7. Trip Generation – Rezoning 14
Table 8. Background PM Peak Hour One-Way Roadway Analysis (2027) 16
Table 9. Rezoning PM Peak Hour One-Way Roadway Analysis (2027) 16

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

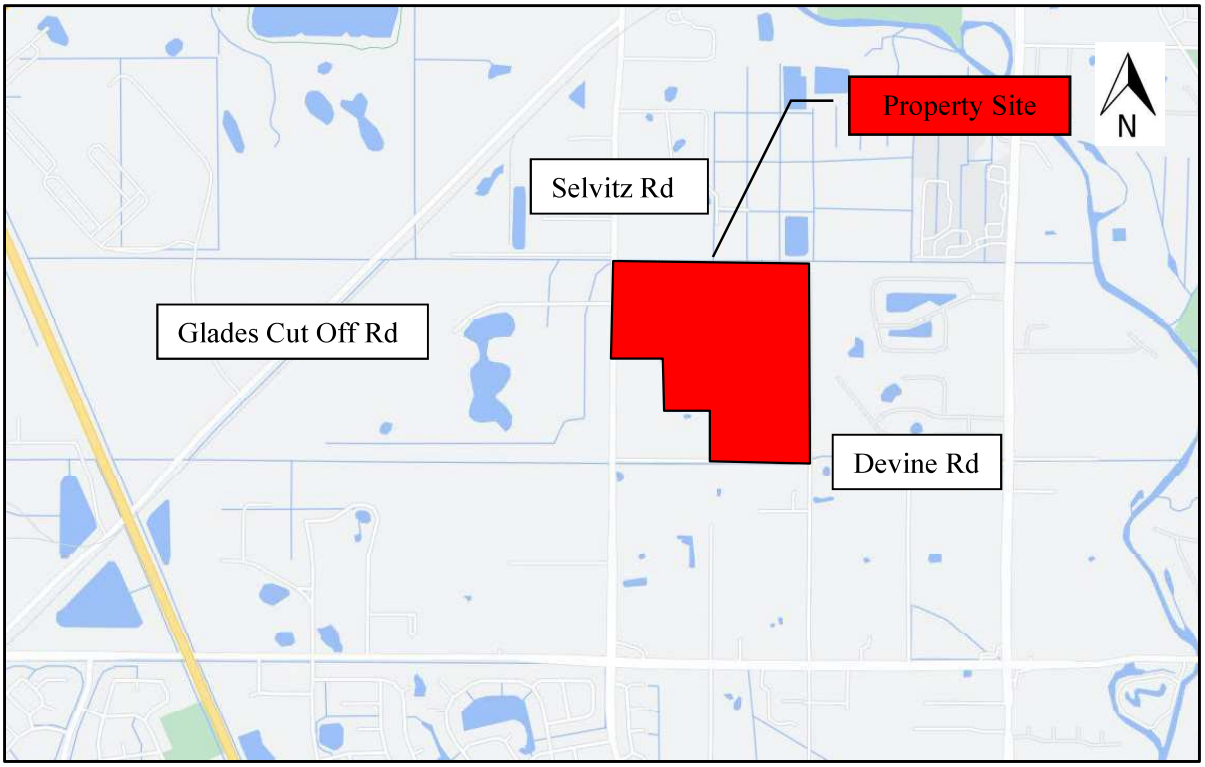
Property Size (Acres)	Proposed Maximum FLU					
	Land Use	ITE Code	Density		Intensity	Units
122.8	TOTAL	-	1.5	FAR	8,023,752	SF
	Multifamily Mid-Rise*	221	15	(DUs/AC)	1,842	DUs
	Maximum Use capped at 6,907,500 based on 40% minimum residential Use in the MXD Area					
	Retail	820	0.5	FAR	2,674,584	SF
	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

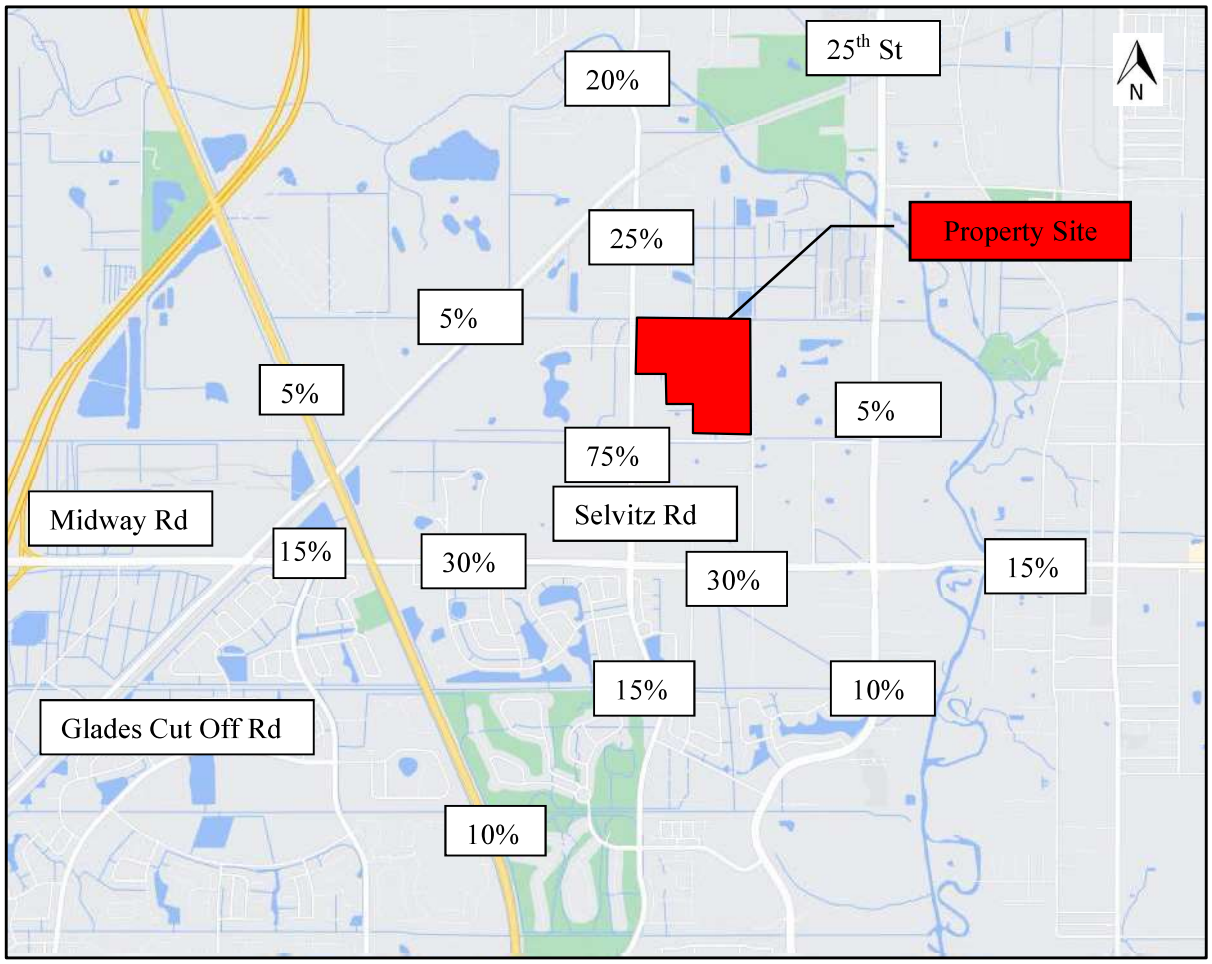
The County's Right-Of-Way Protection Map identifies Selvitz Road as an ultimate 4-lane need in the County.

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

Copyright ©2022 , MacKenzie Engineering and Planning, Inc.

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

Copyright ©2022 , MacKenzie Engineering and Planning, Inc.

ITE 11th Edition

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

Copyright ©2022 , MacKenzie Engineering and Planning, Inc.

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 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:

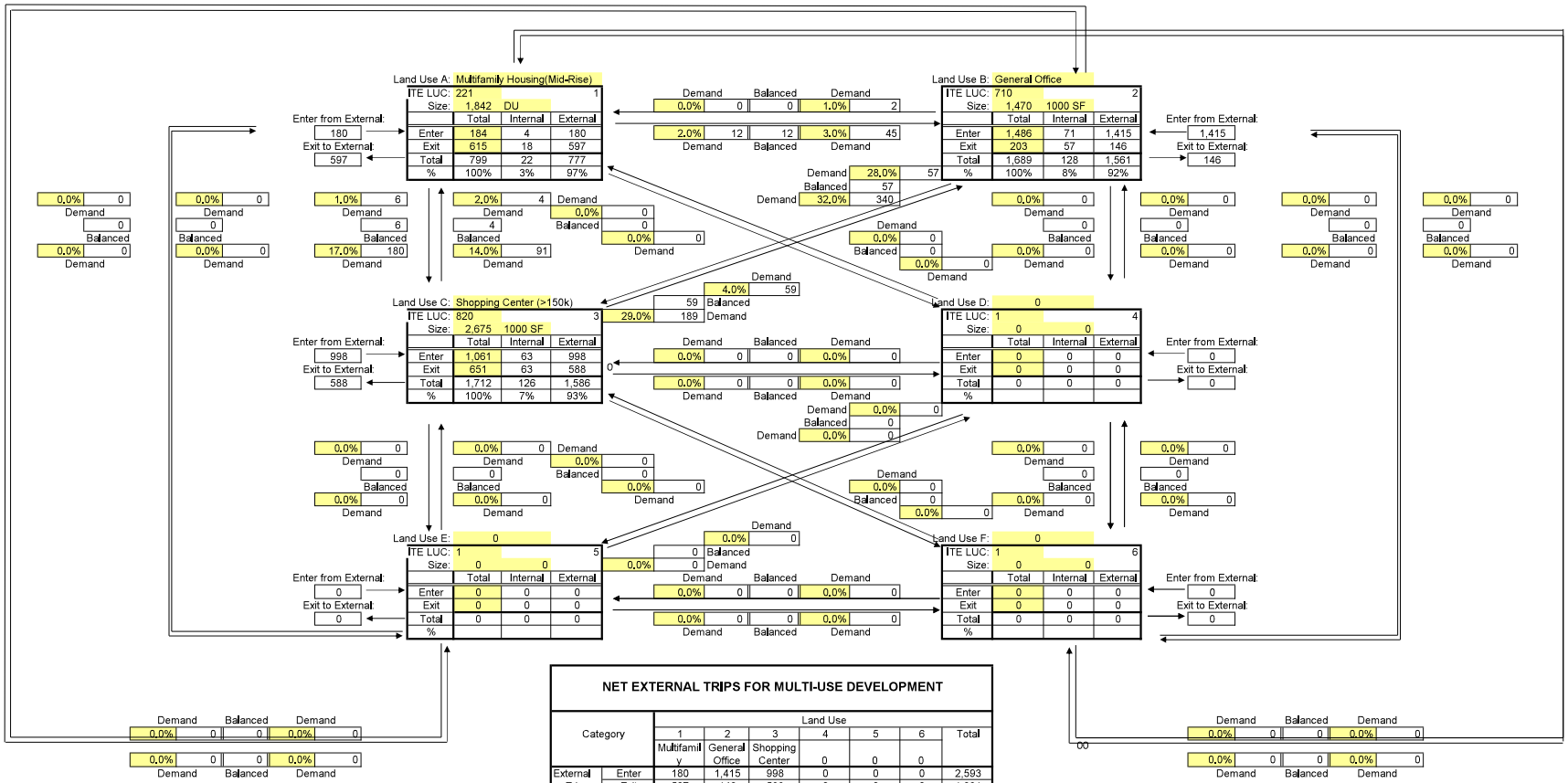
Land Use	ITE Code	Unit	Daily Rate	Pass-by Rate	AM Peak Hour in/out	AM Peak Hour Rate	PM Peak Hour in/out	PM Peak Hour Equation
General Light Industrial	110	1000 SF	T = 3.76(X) + 50.47	0%	88/12	T = 0.68(X) + 3.81	14/86	Ln(T) =0.72 Ln(X) + 0.38
Single Family Attached	215	DU	T = 7.62 (X) -50.48	0%	31/69	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

Copyright ©2022 , MacKenzie Engineering and Planning, Inc.

ITE 11th Edition

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%	

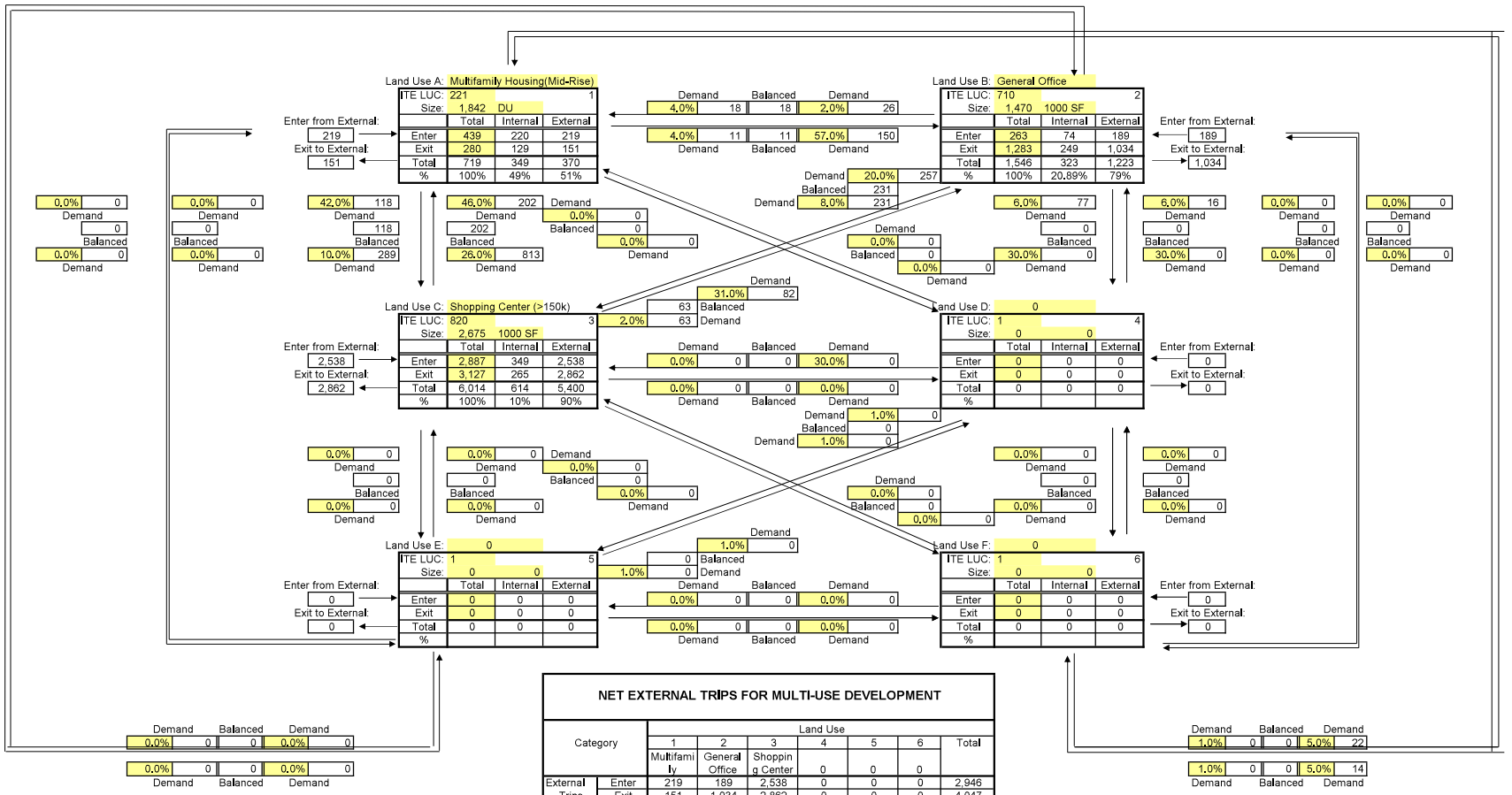
Internal Capture = 6.57%

Print Date = 09/27/22
File Name = S:\JOBS - SHARE DRIVE\023 - Coffeur & 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

Copyright ©2022 , MacKenzie Engineering and Planning, Inc.

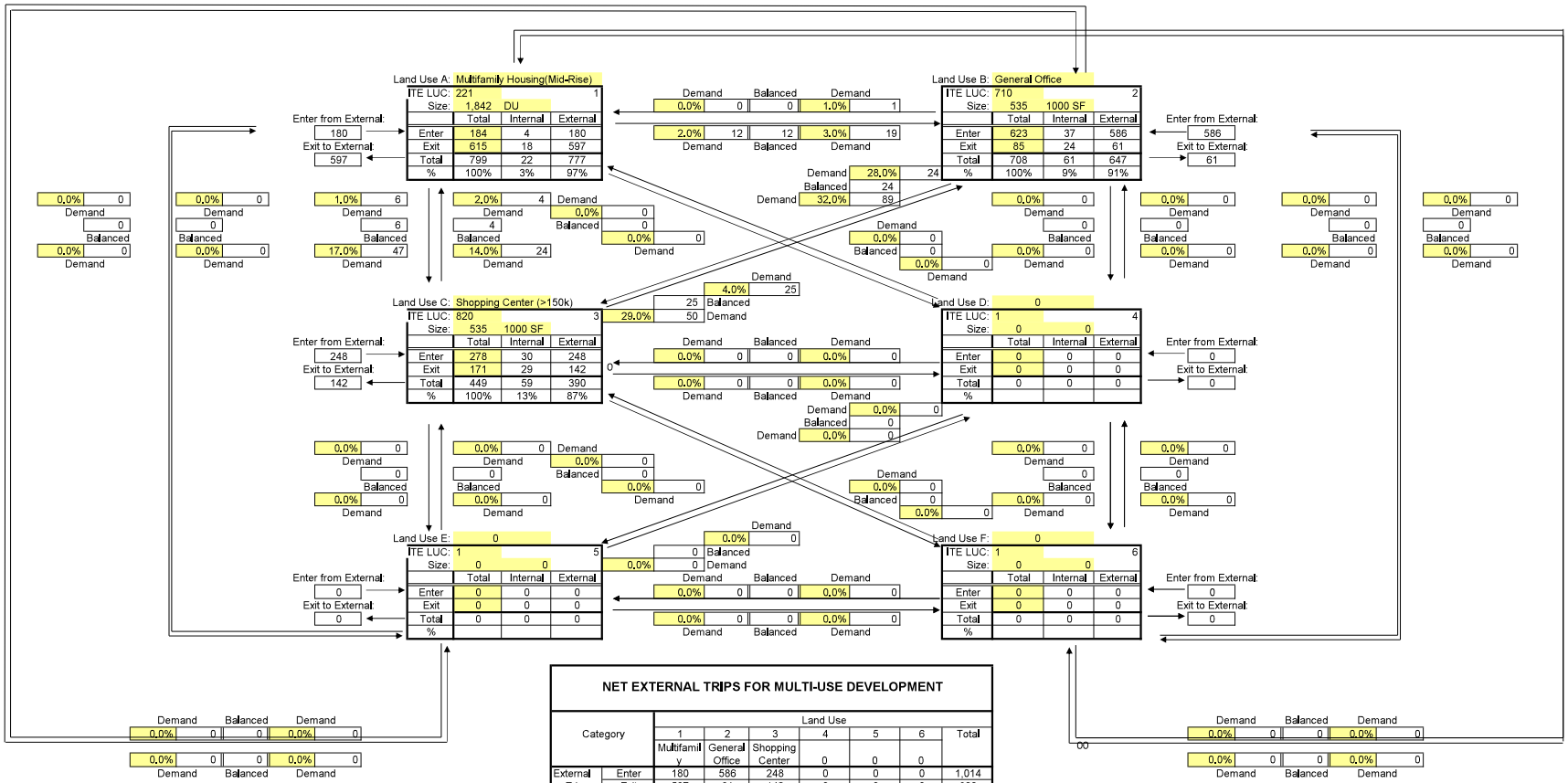
ITE 11th Edition

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

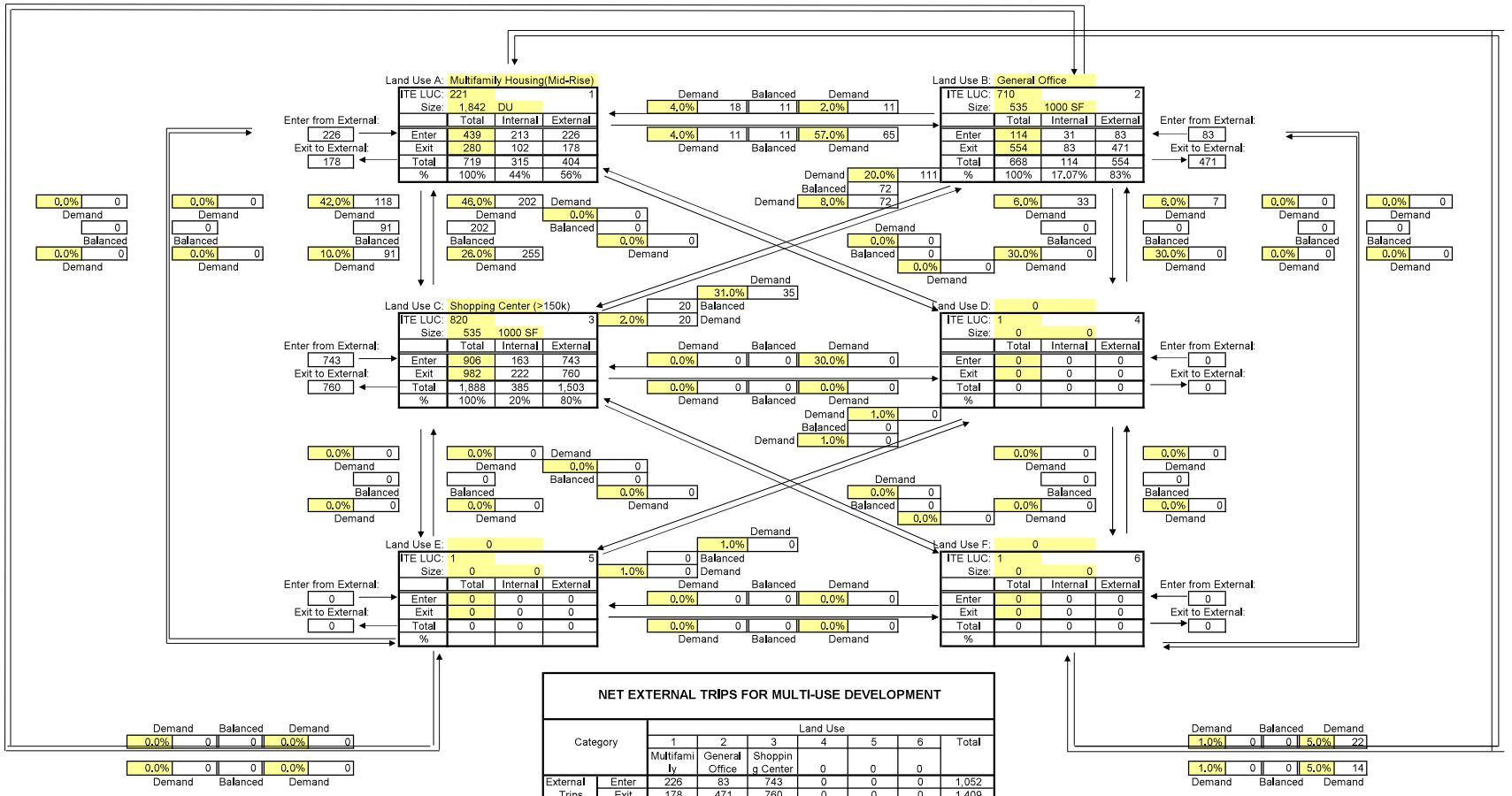

Land Use A: Multifamily Housing(Mid-Rise)
ITE LUC: 221 1
Size: 1,842 DU
Enter from External: 226
Exit to External: 178
Enter 439 213 226
Exit 280 102 178
Total 719 315 404
% 100% 44% 56%
Land Use B: General Office
ITE LUC: 710 2
Size: 535 1000 SF
Enter from External: 83
Exit to External: 471
Enter 114 31 83
Exit 554 83 471
Total 668 114 554
% 100% 17.07% 83%
Land Use C: Shopping Center (>150k)
ITE LUC: 820 3
Size: 535 1000 SF
Enter from External: 743
Exit to External: 760
Enter 906 163 743
Exit 982 222 760
Total 1,888 385 1,503
% 100% 20% 80%
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 11 2.0% 11
4.0% 11 11 57.0% 65
Demand 20.0% 111
Balanced 72
Demand 8.0% 72
31.0% 35
20 Balanced
2.0% 20 Demand
1.0% 0
Balanced 0
1.0% 0
0 Balanced
1.0% 0 Demand
0.0% 0 0 30.0% 0
0.0% 0 0 0.0% 0
0.0% 0 0 0.0% 0
0.0% 0 0 0

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

Copyright ©2022 , MacKenzie Engineering and Planning, Inc.

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

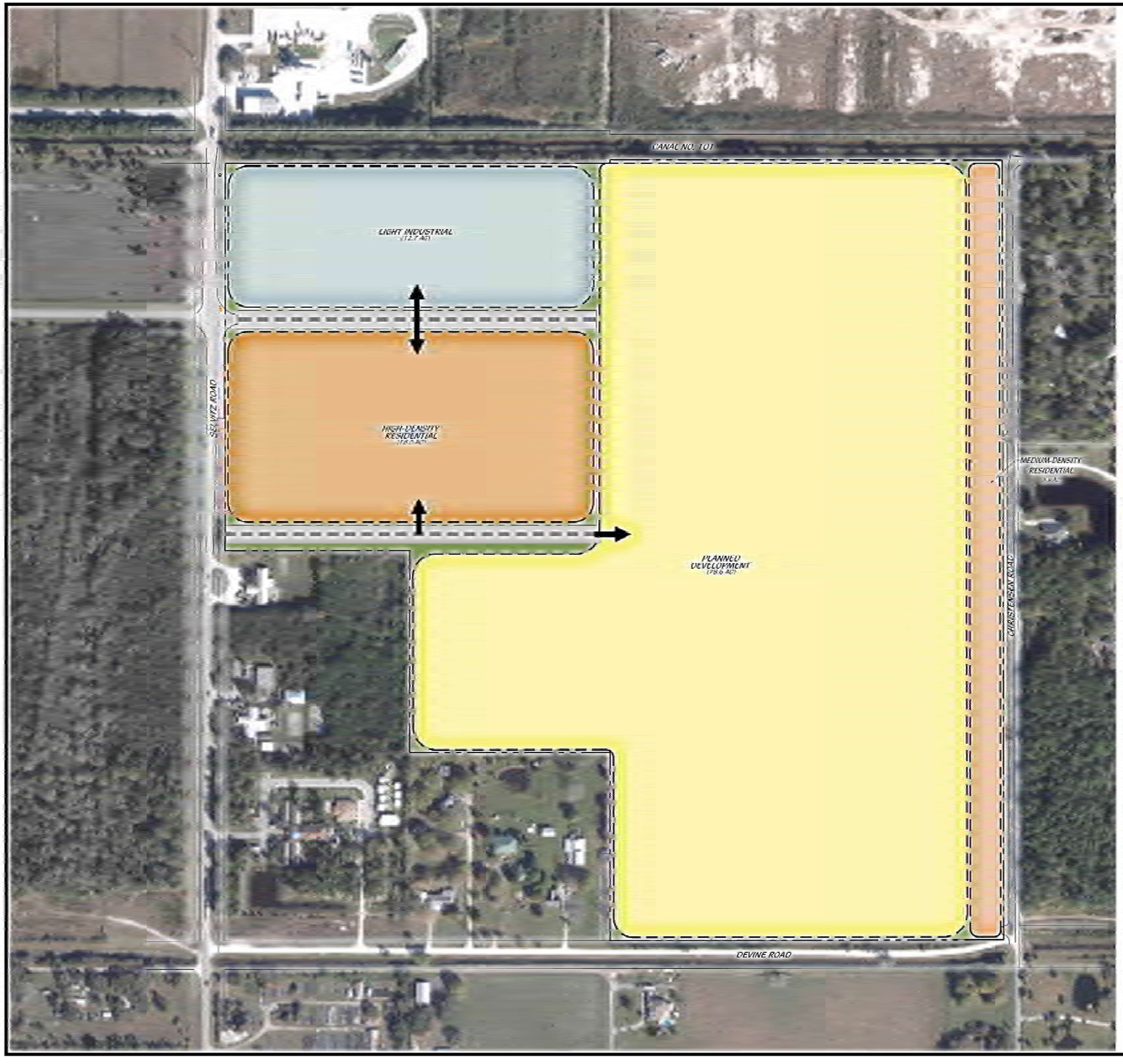
COUNTY: 94 - ST.LUCIE

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

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
561.747.6998 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

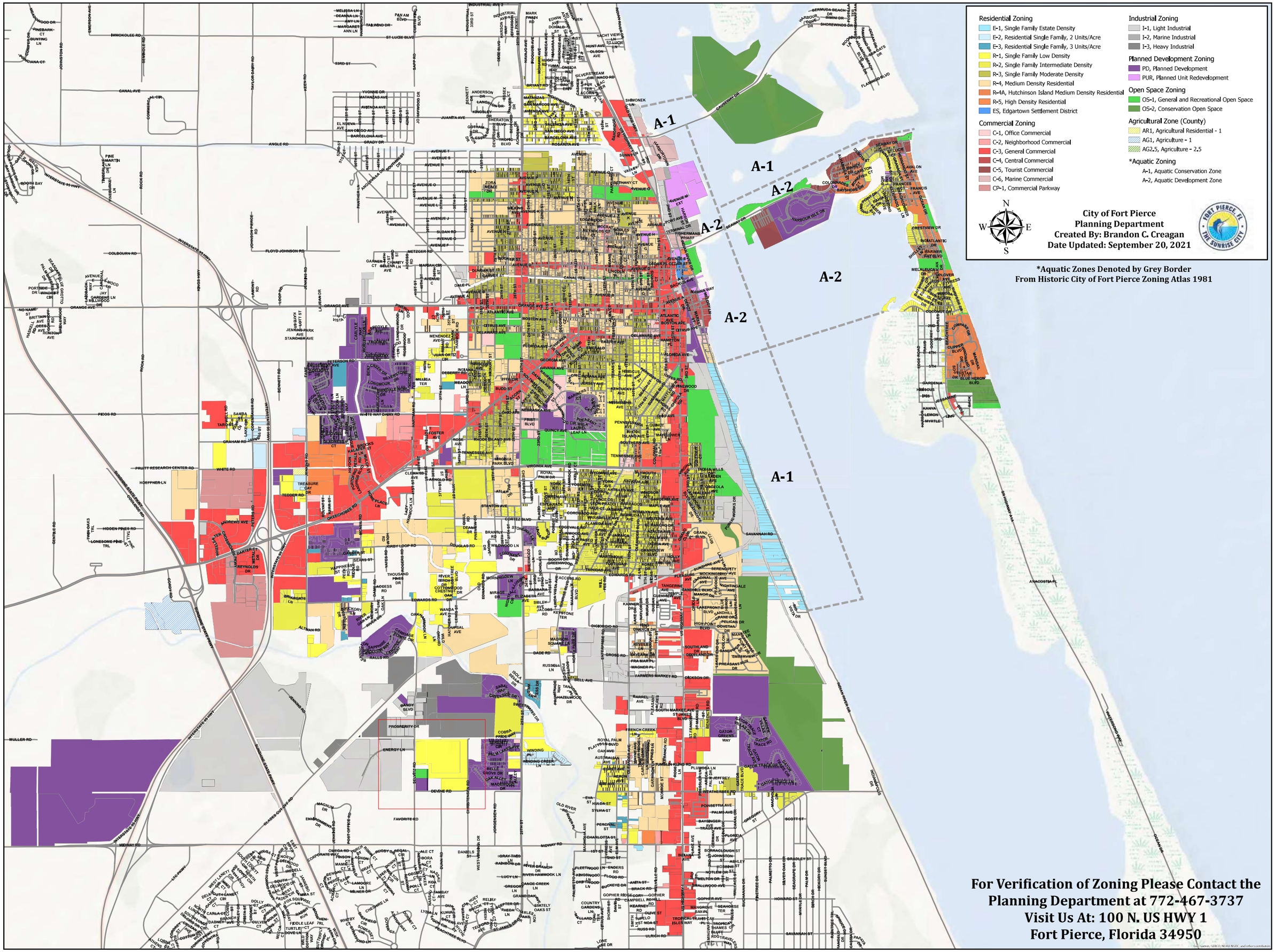
SELVITZ ROAD

Ft. Pierce, Florida

DESIGNED LAH
DRAWN LAH
DATE 04-21-22
REVISIONS

SHEET 1 OF 1

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for submission or in-offer unauthorized 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
*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)

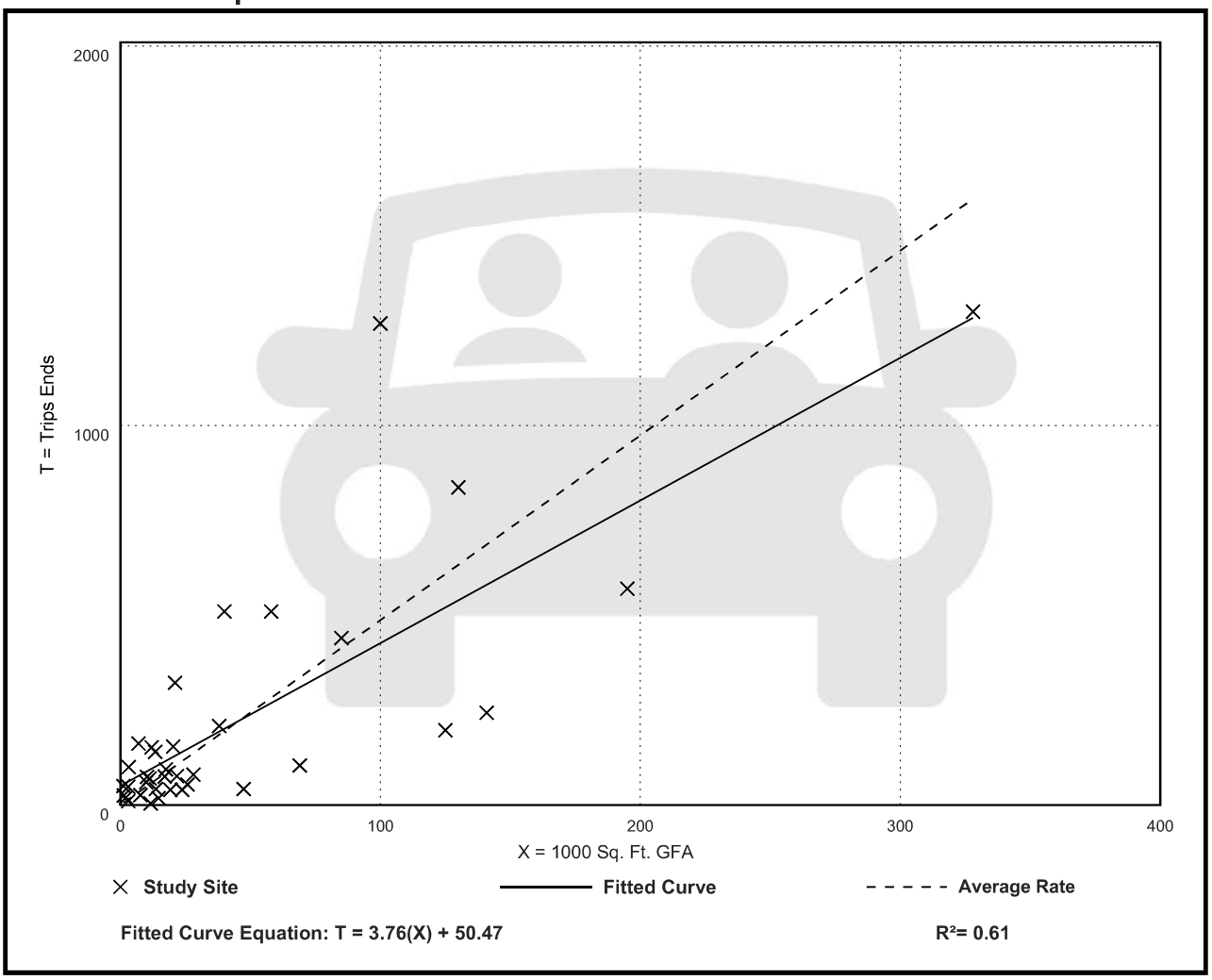
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

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



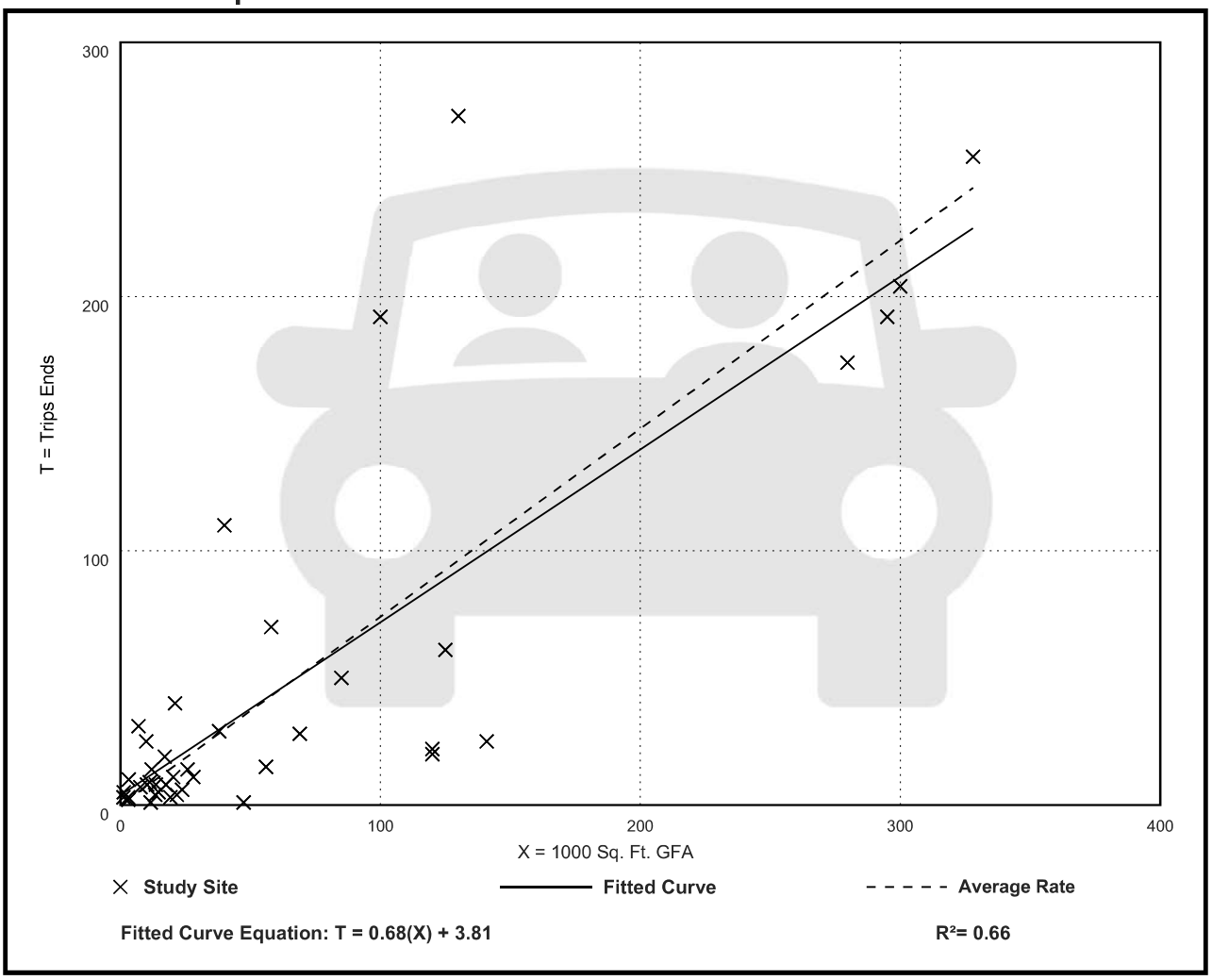
General Light Industrial
(110)

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



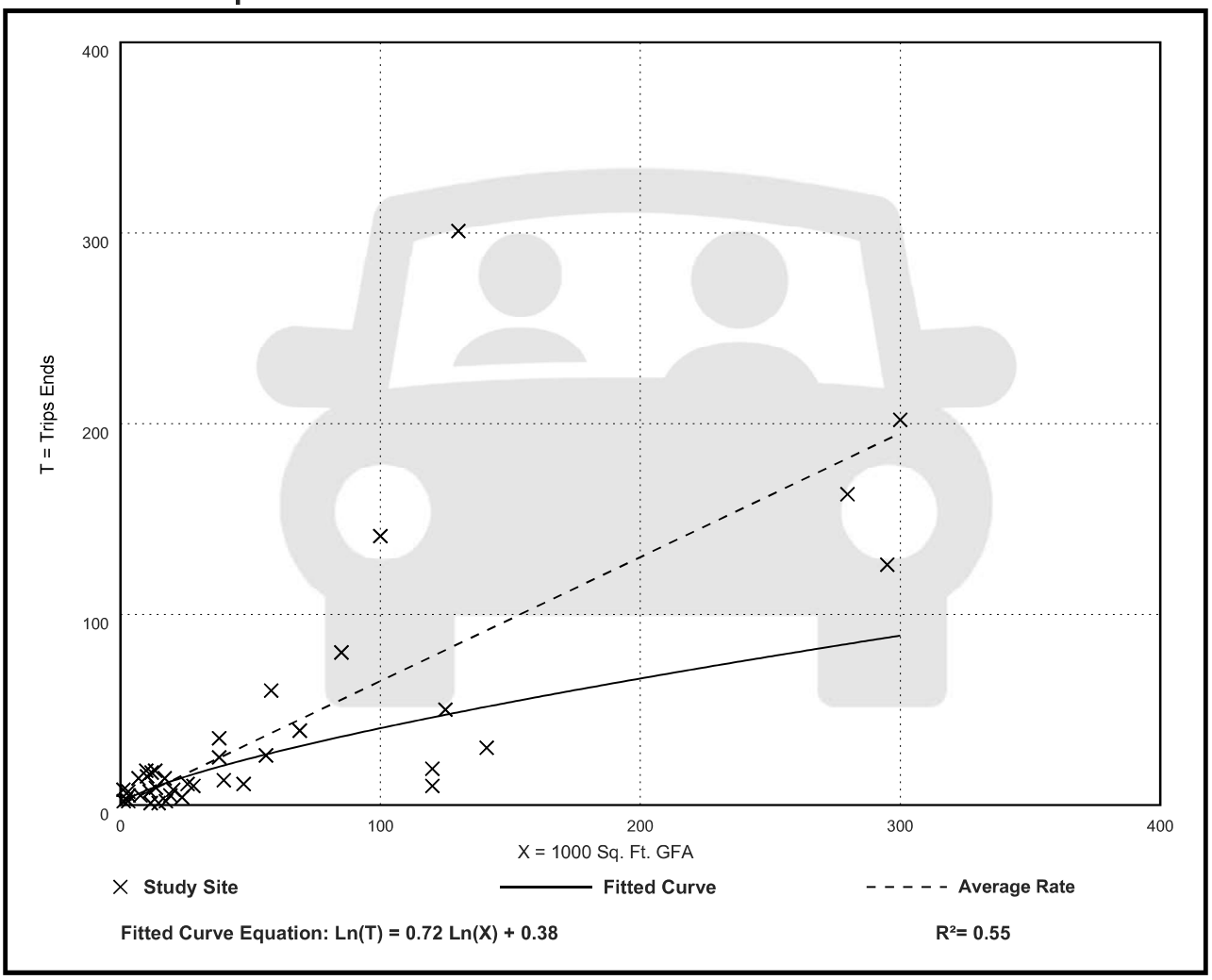
General Light Industrial
(110)

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)

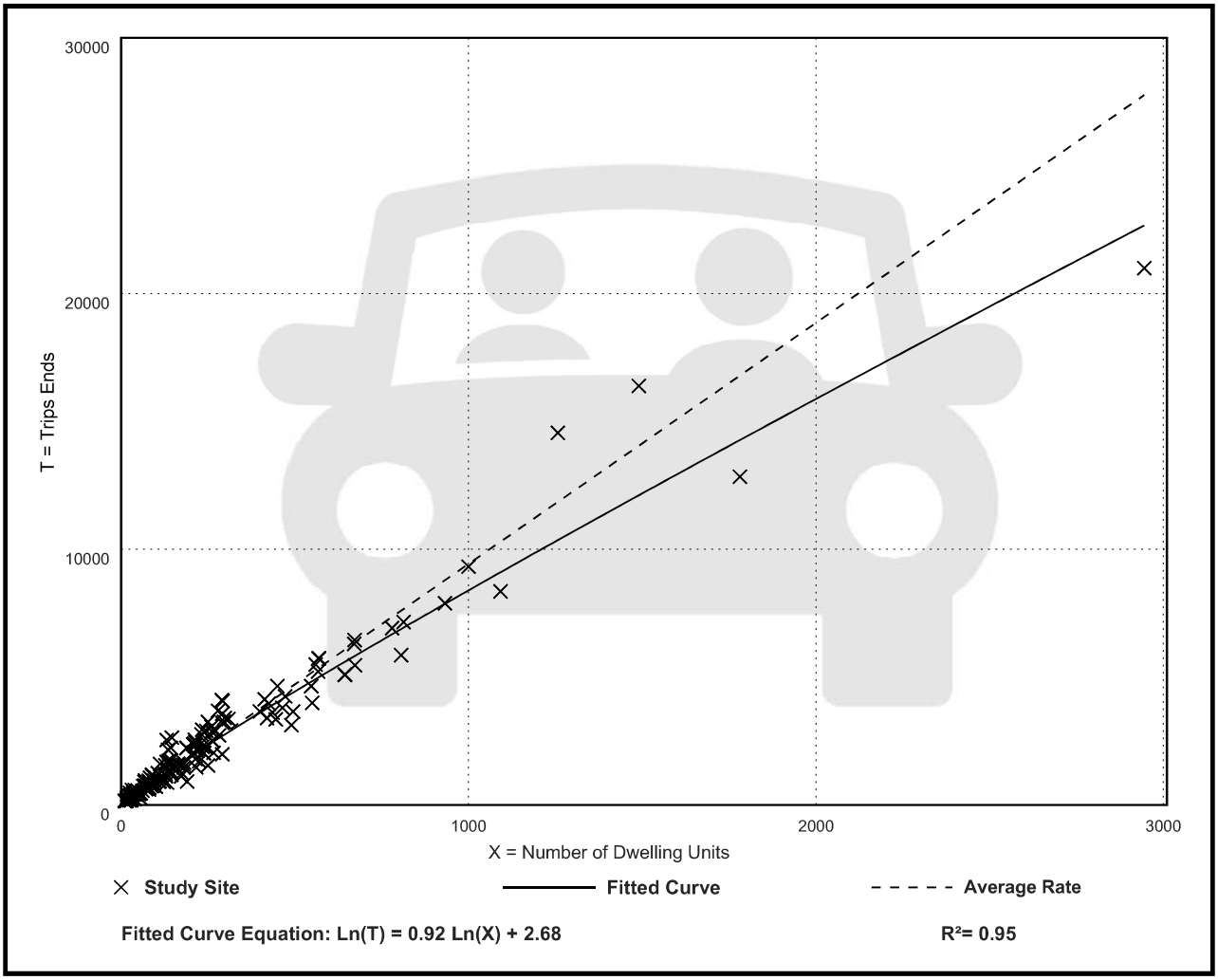
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

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

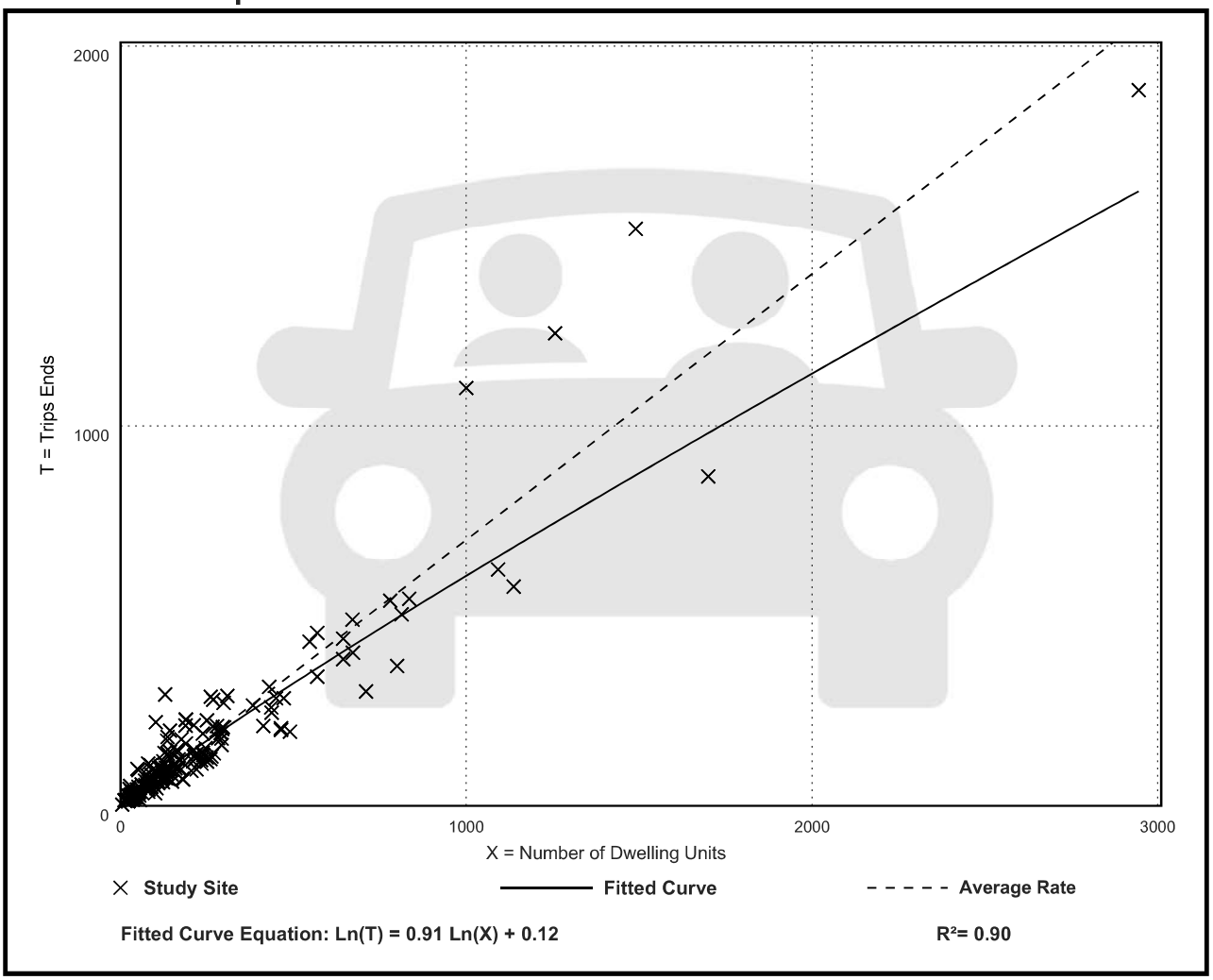
Single-Family Detached Housing
(210)

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



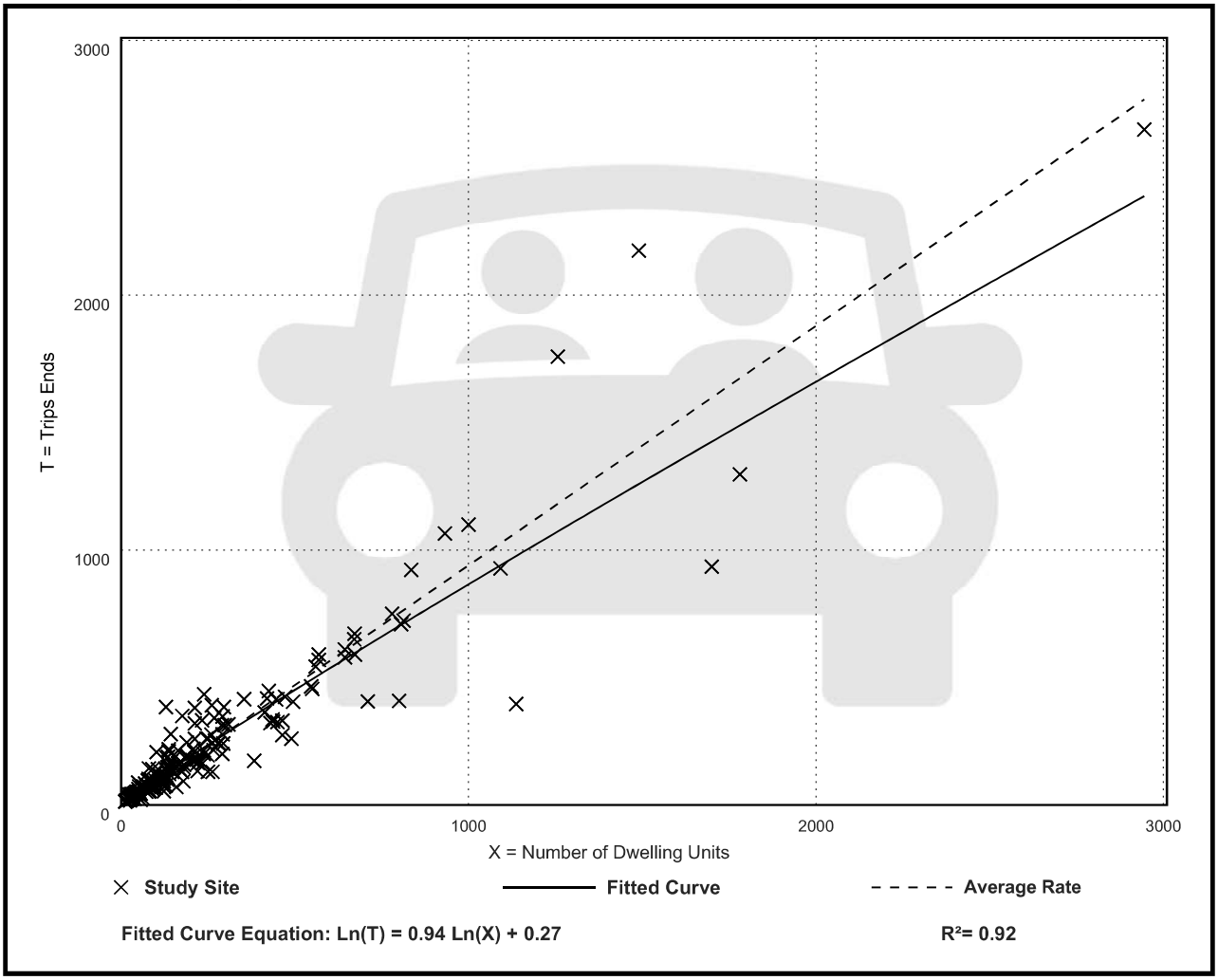
Single-Family Detached Housing
(210)

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)

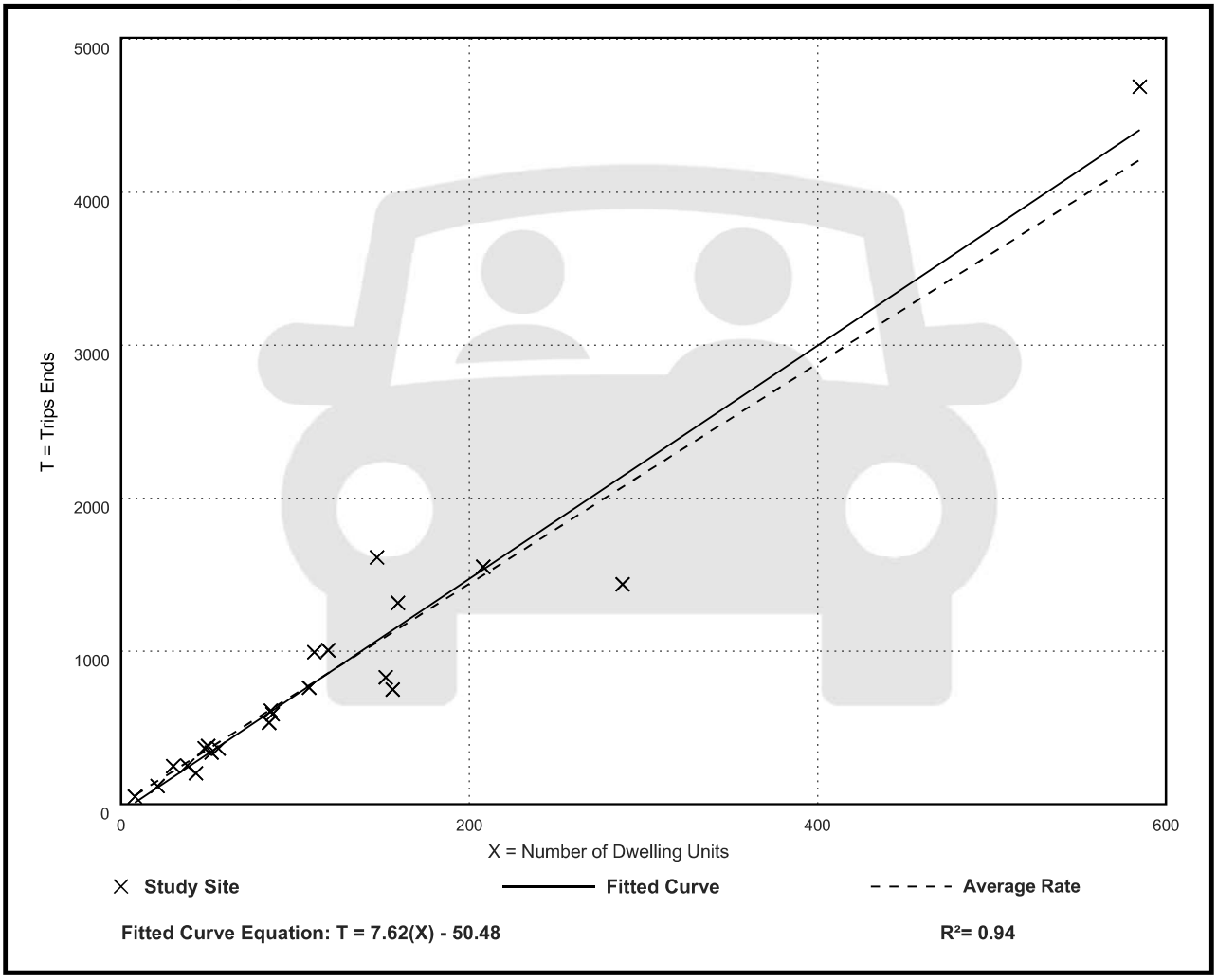
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

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

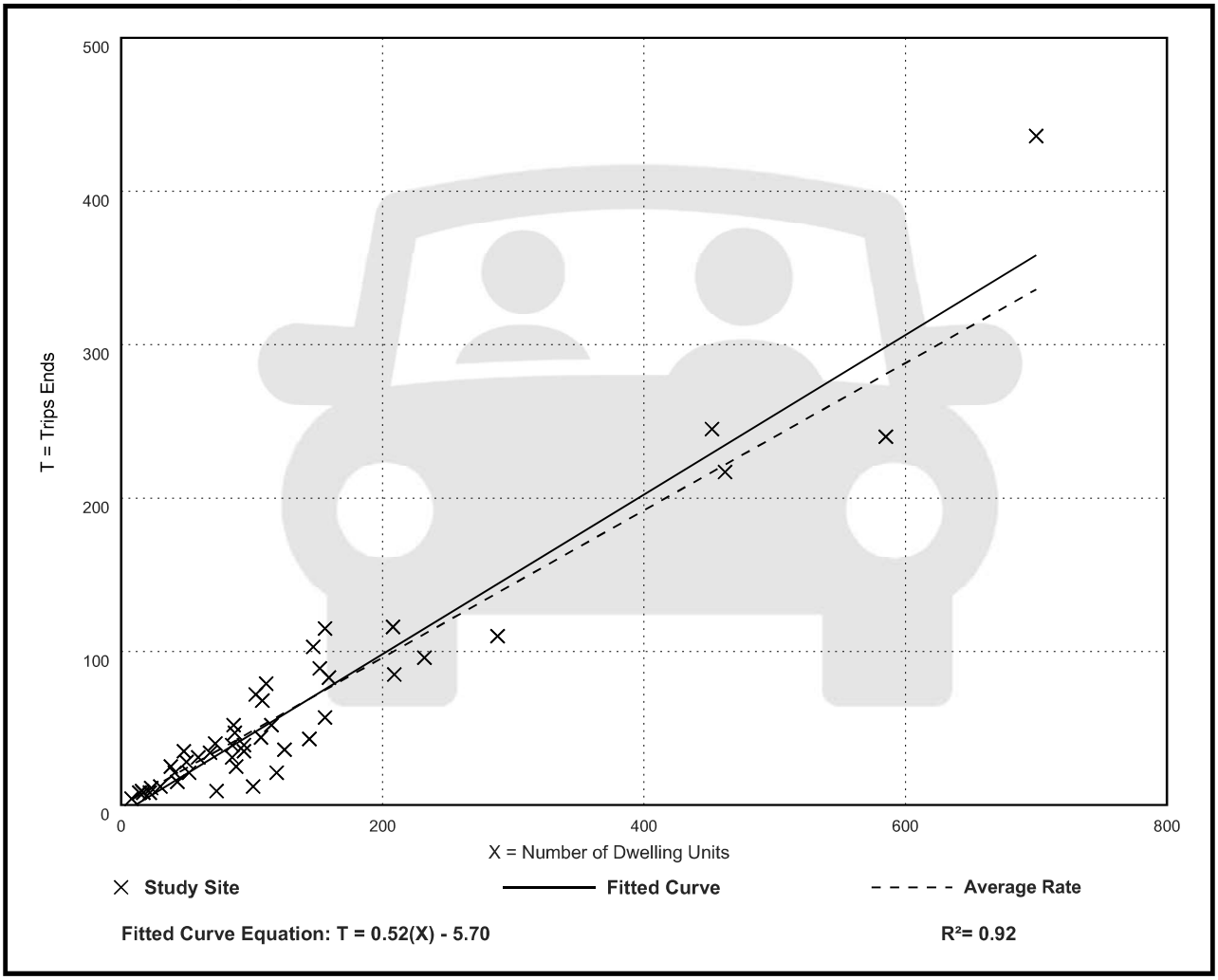
Single-Family Attached Housing
(215)

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



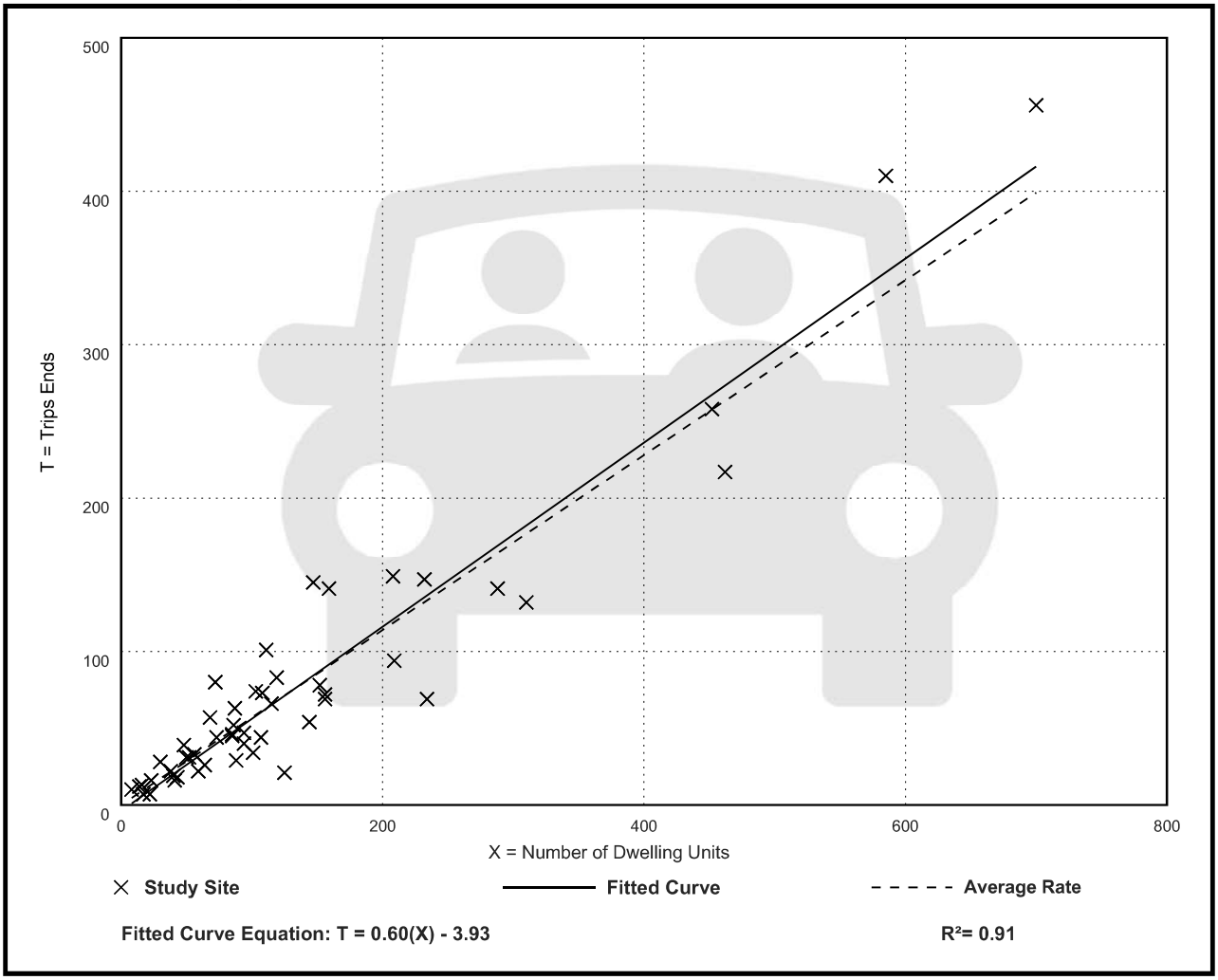
Single-Family Attached Housing
(215)

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)

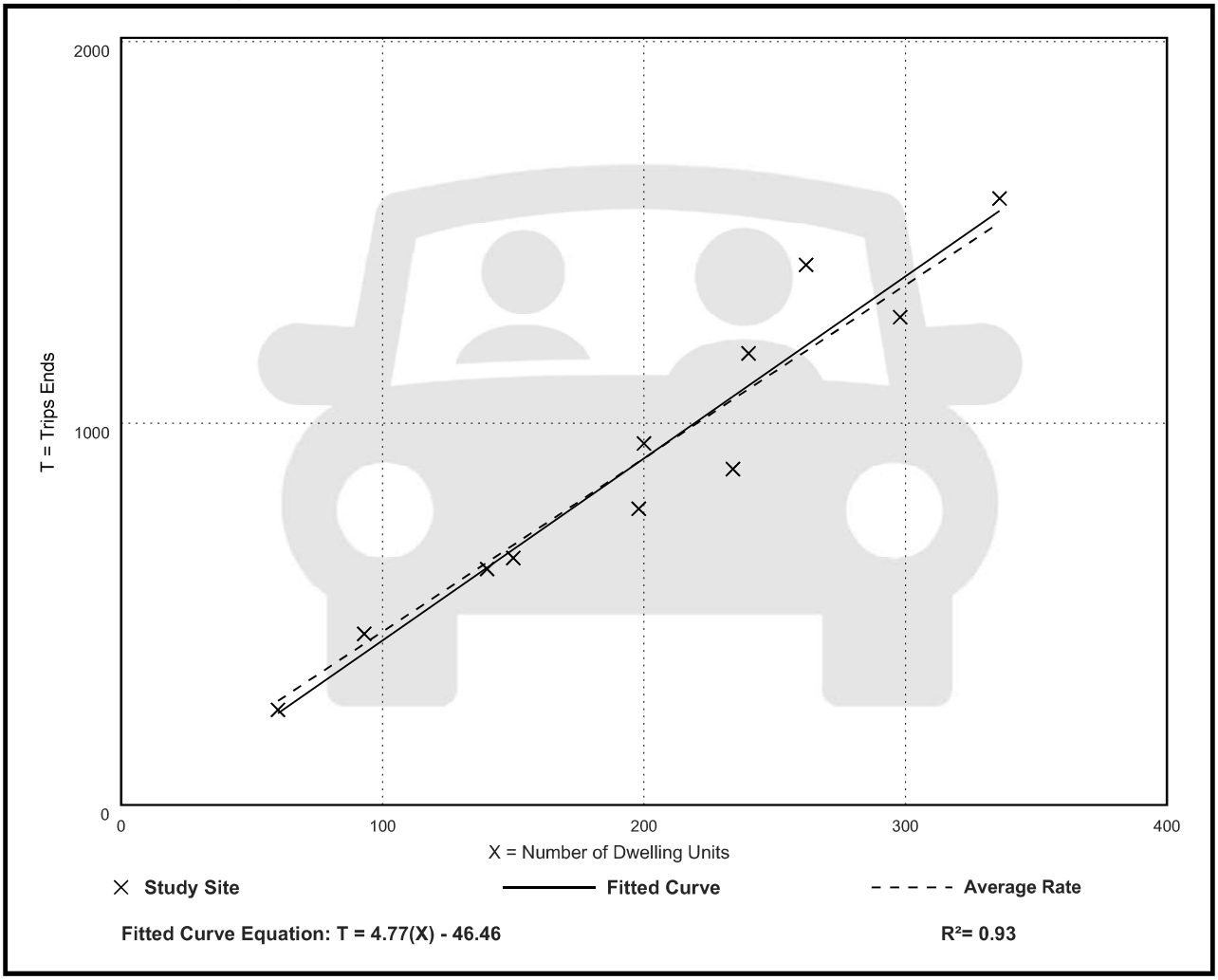
Vehicle Trip Ends vs: Dwelling Units
On a: Weekday

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

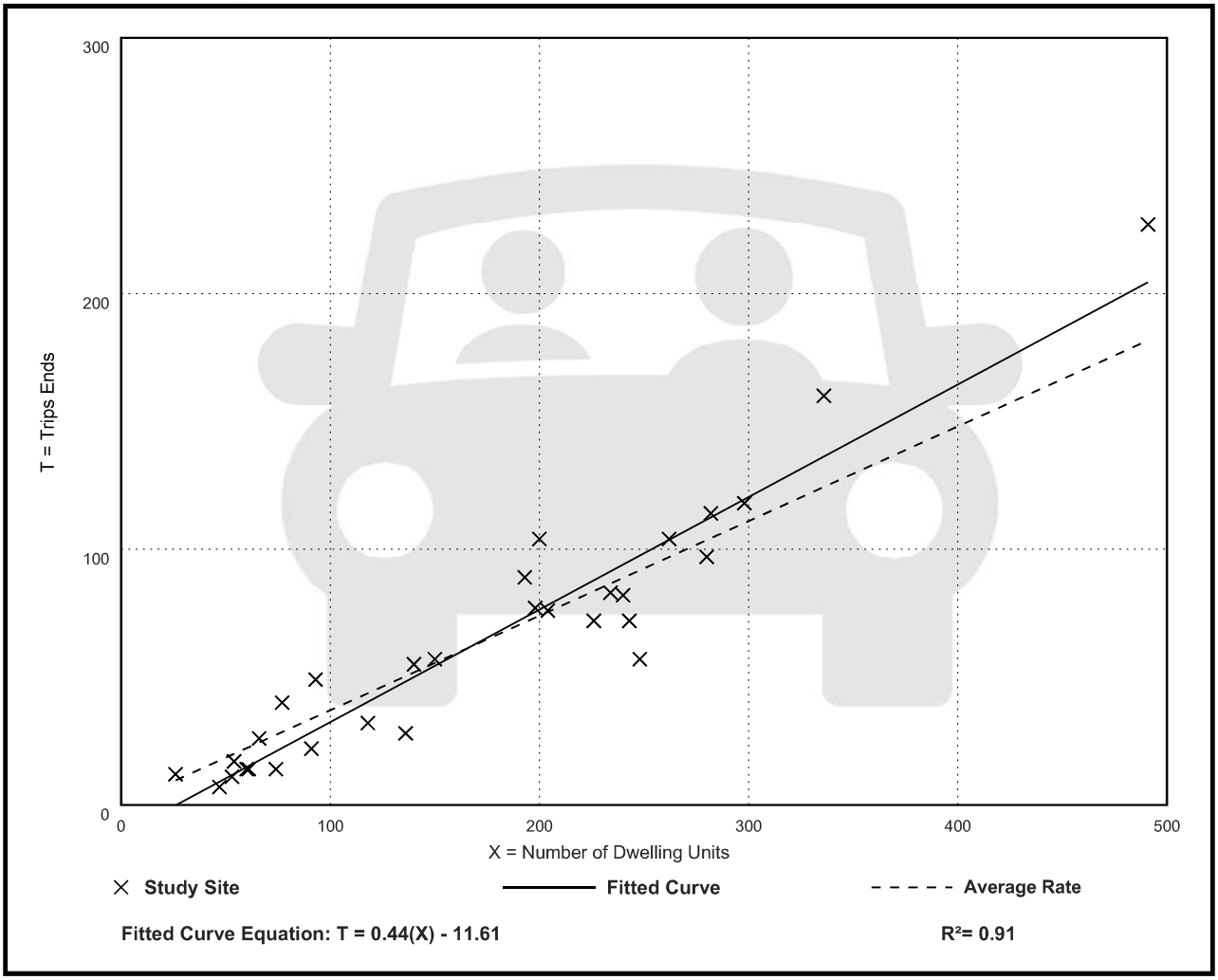
Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

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



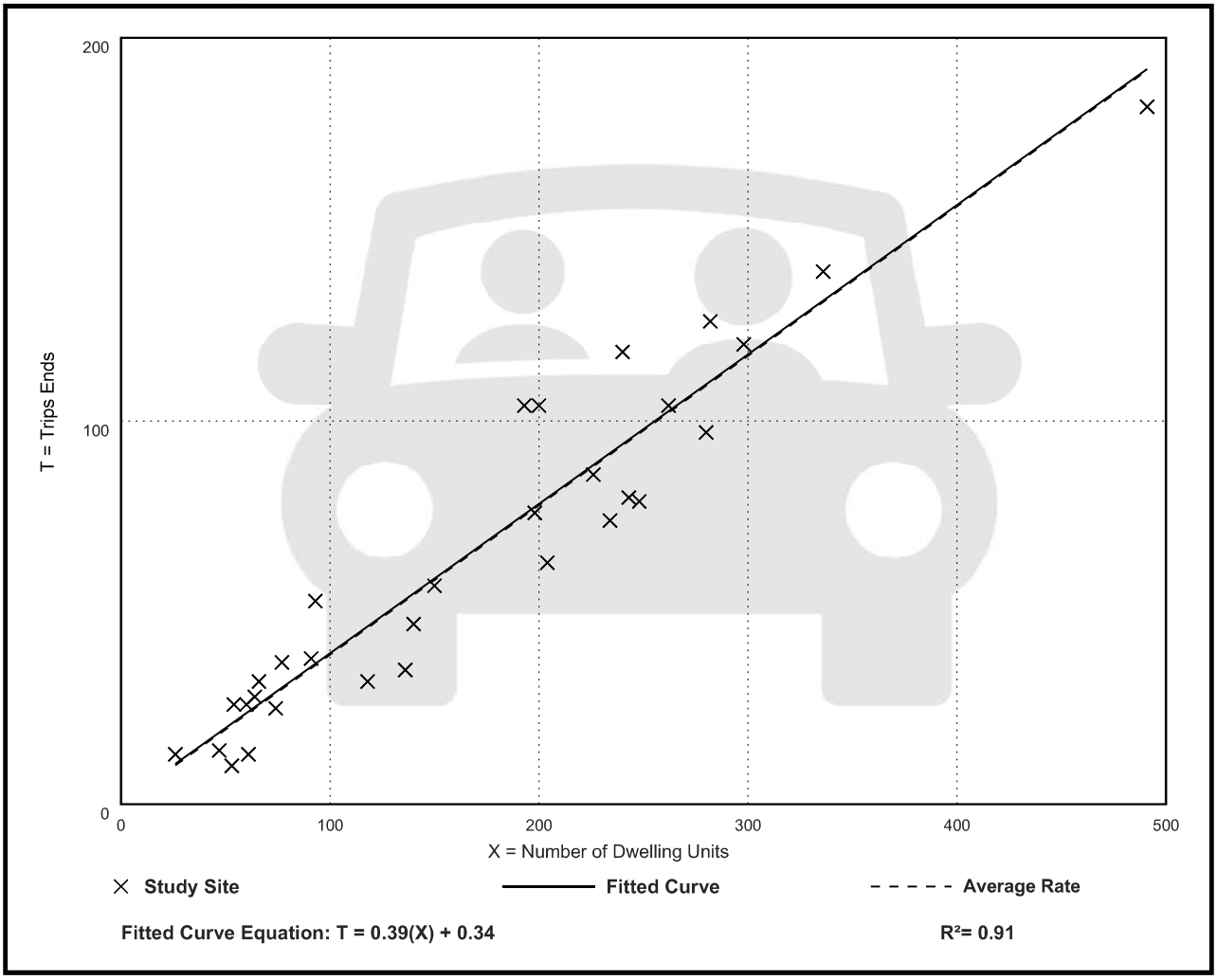
Multifamily Housing (Mid-Rise)
Not Close to Rail Transit (221)

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)

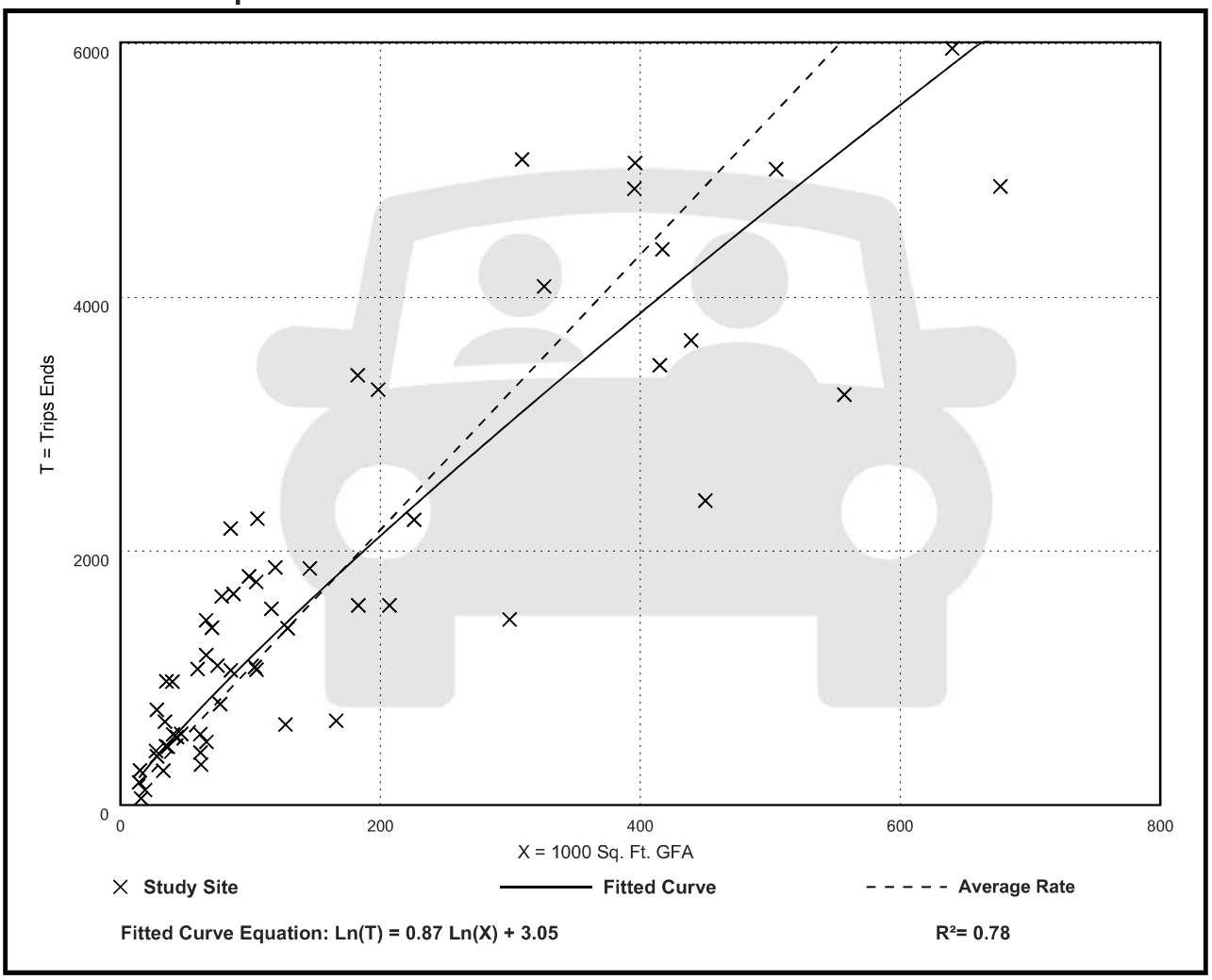
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

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



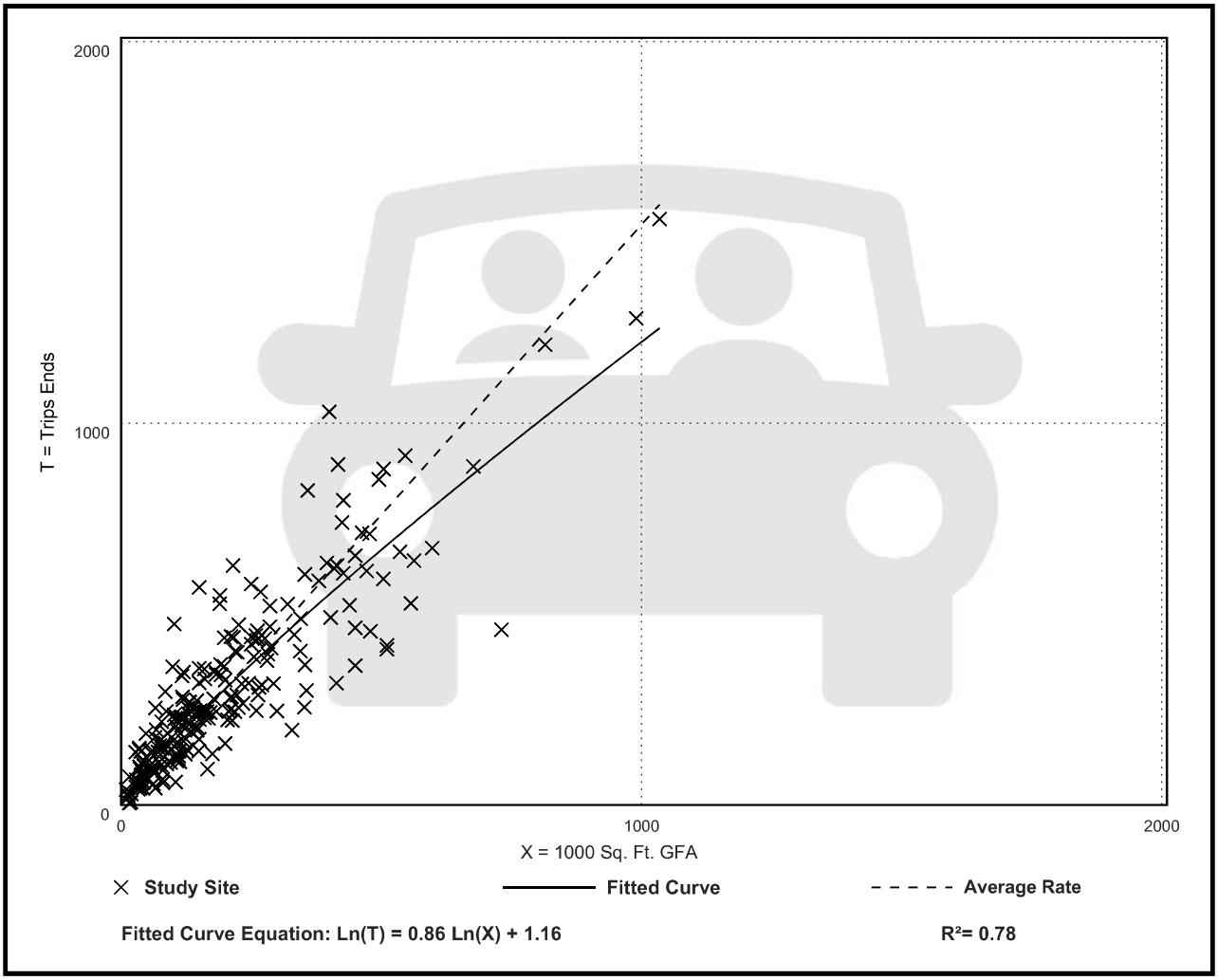
General Office Building
(710)

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



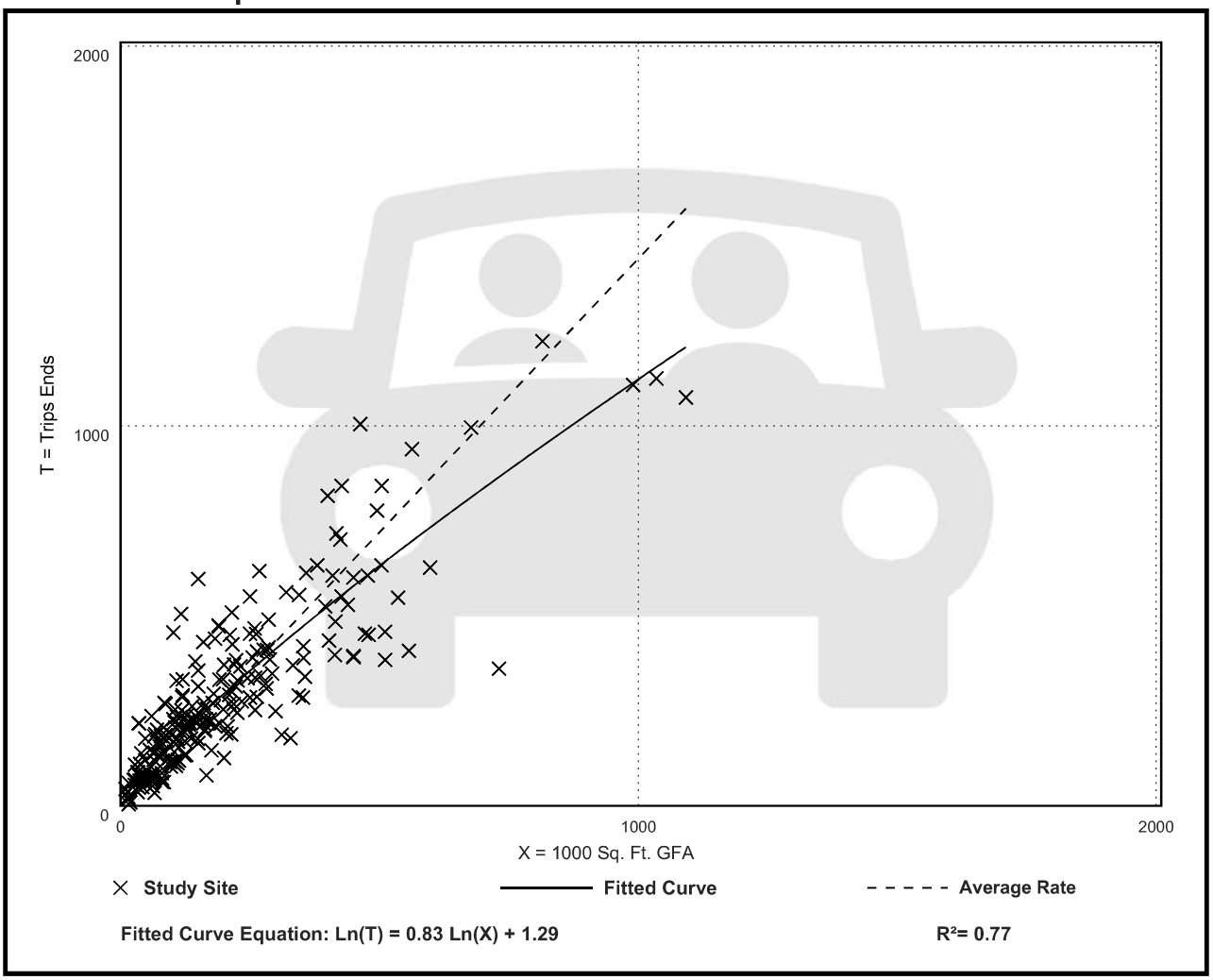
General Office Building
(710)

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)

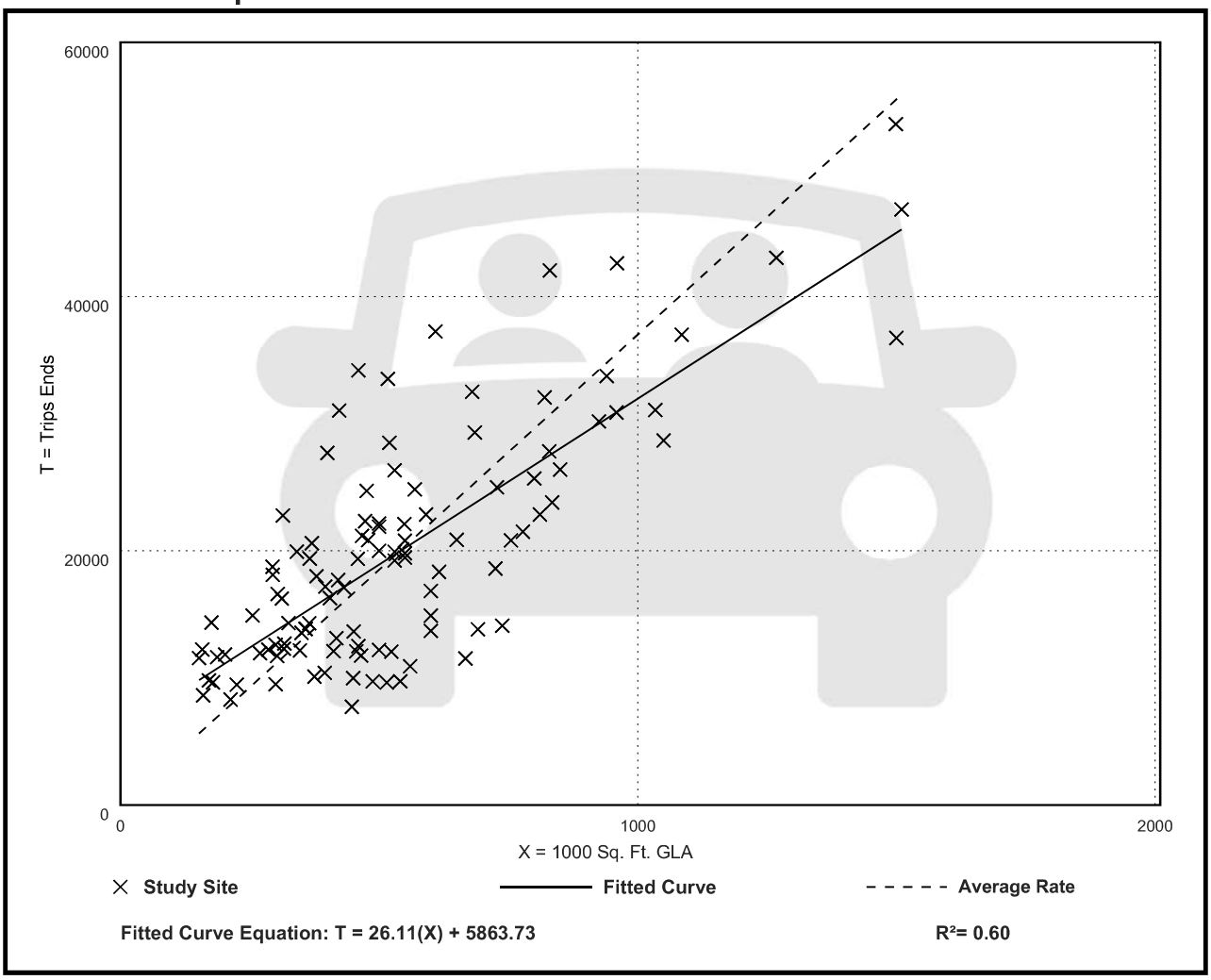
Vehicle Trip Ends vs: 1000 Sq. Ft. GLA
On a: Weekday

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

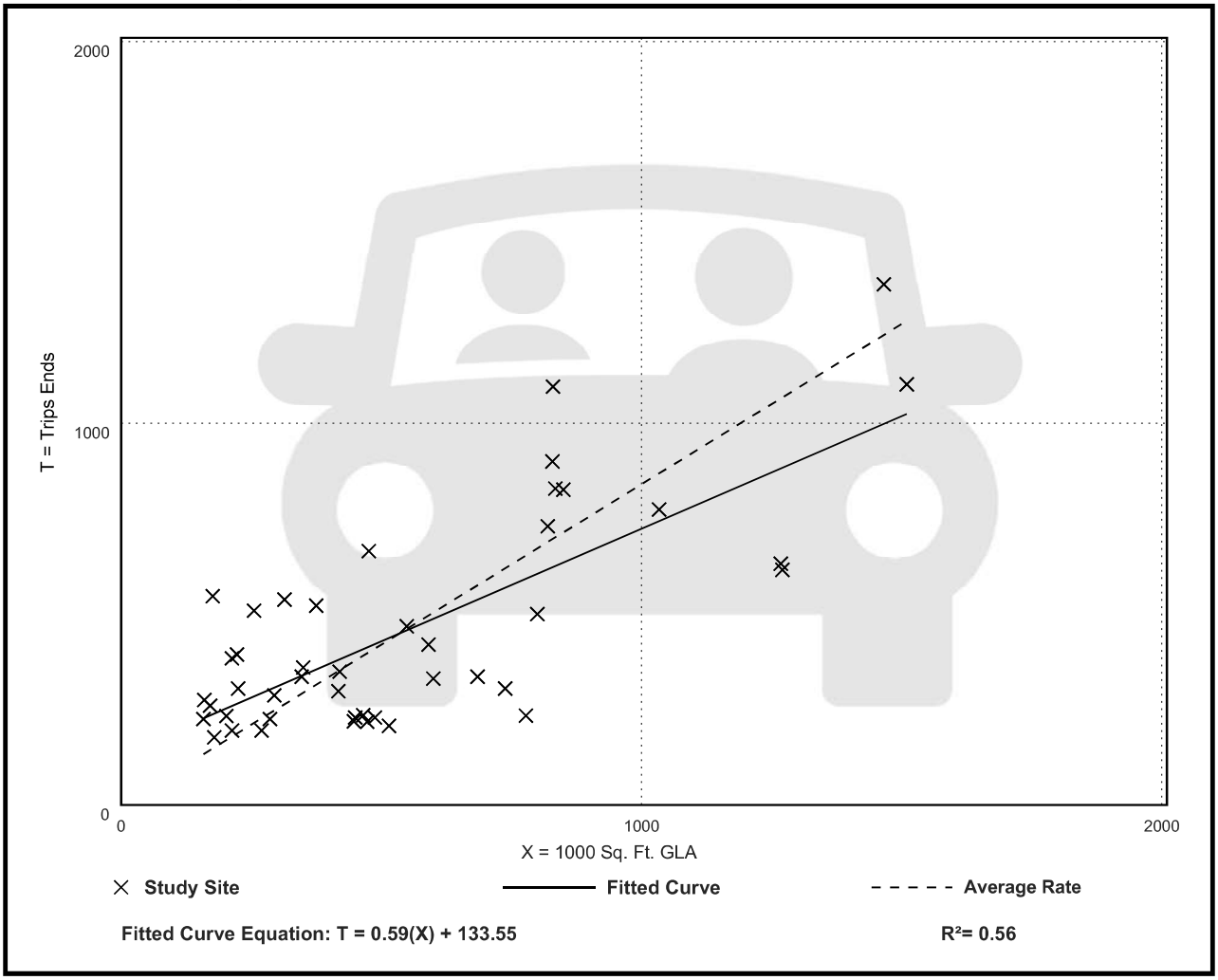
Shopping Center (>150k)
(820)

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



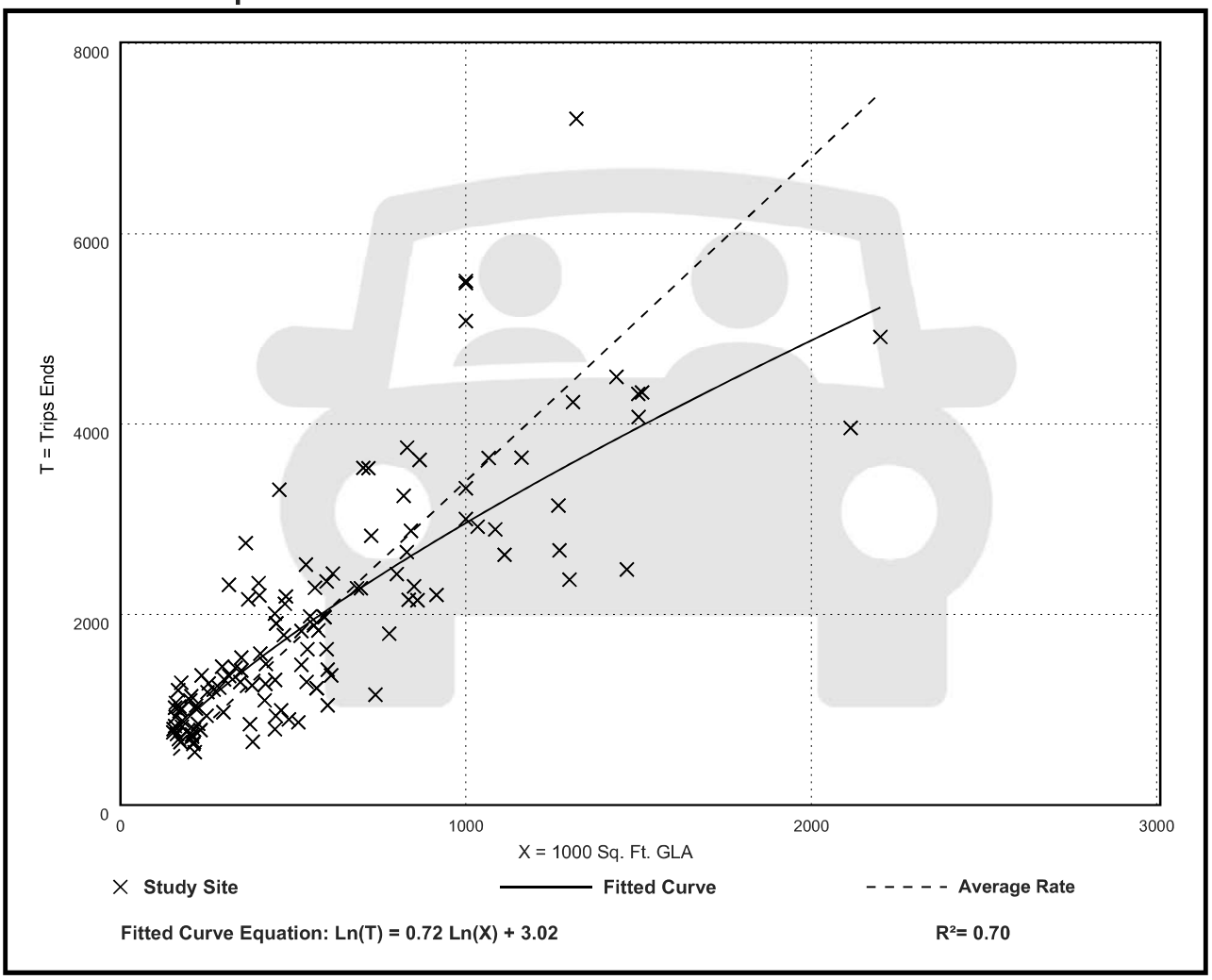
Shopping Center (>150k)
(820)

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

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

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.
© Copyright 2022 Saint Lucie County Property Appraiser. All rights reserved.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

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:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2022 Saint Lucie County Property Appraiser. All rights reserved.

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

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

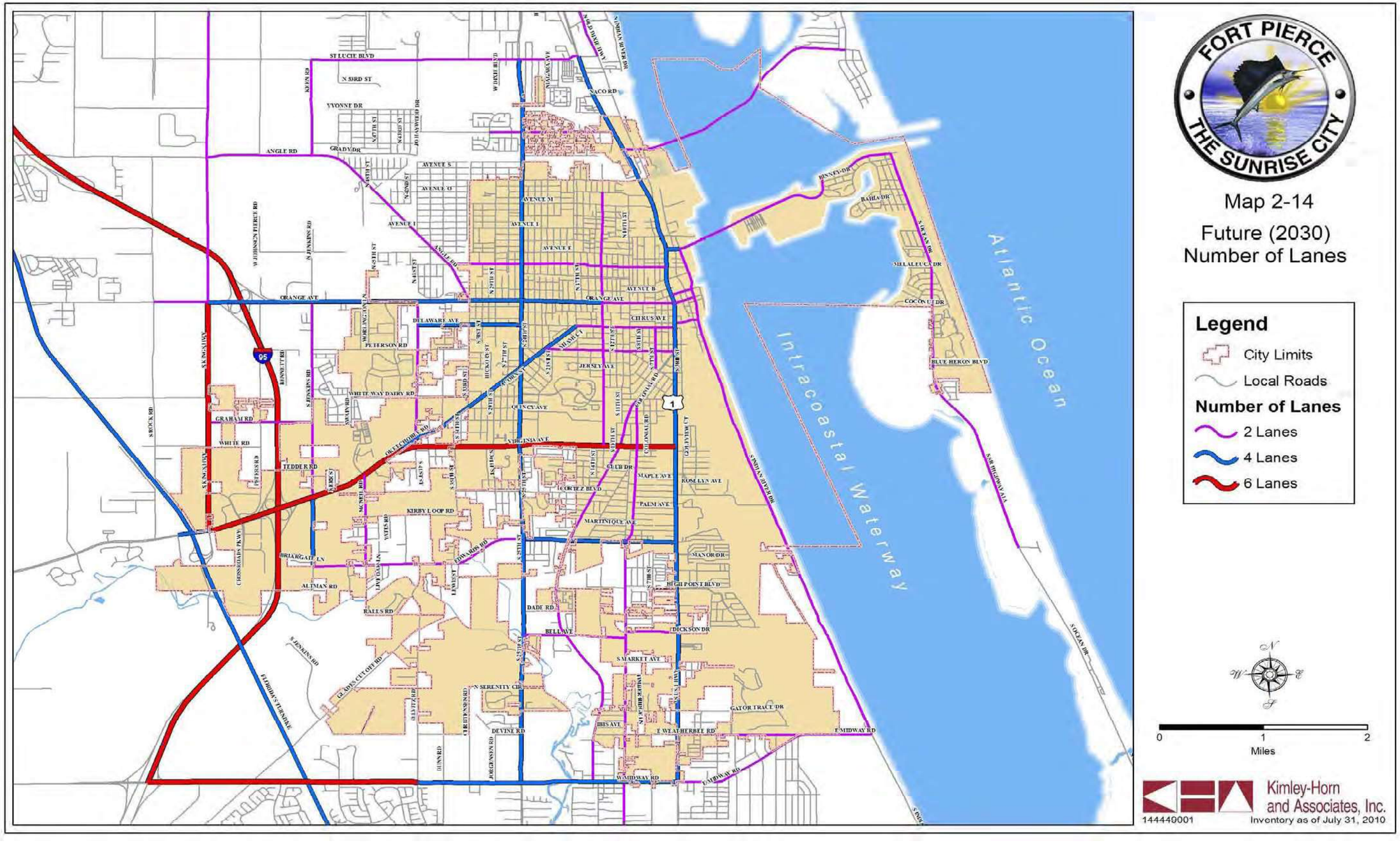
Building Design Wind Speed

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.
© Copyright 2022 Saint Lucie County Property Appraiser. All rights reserved.

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
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

* 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
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

* 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
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

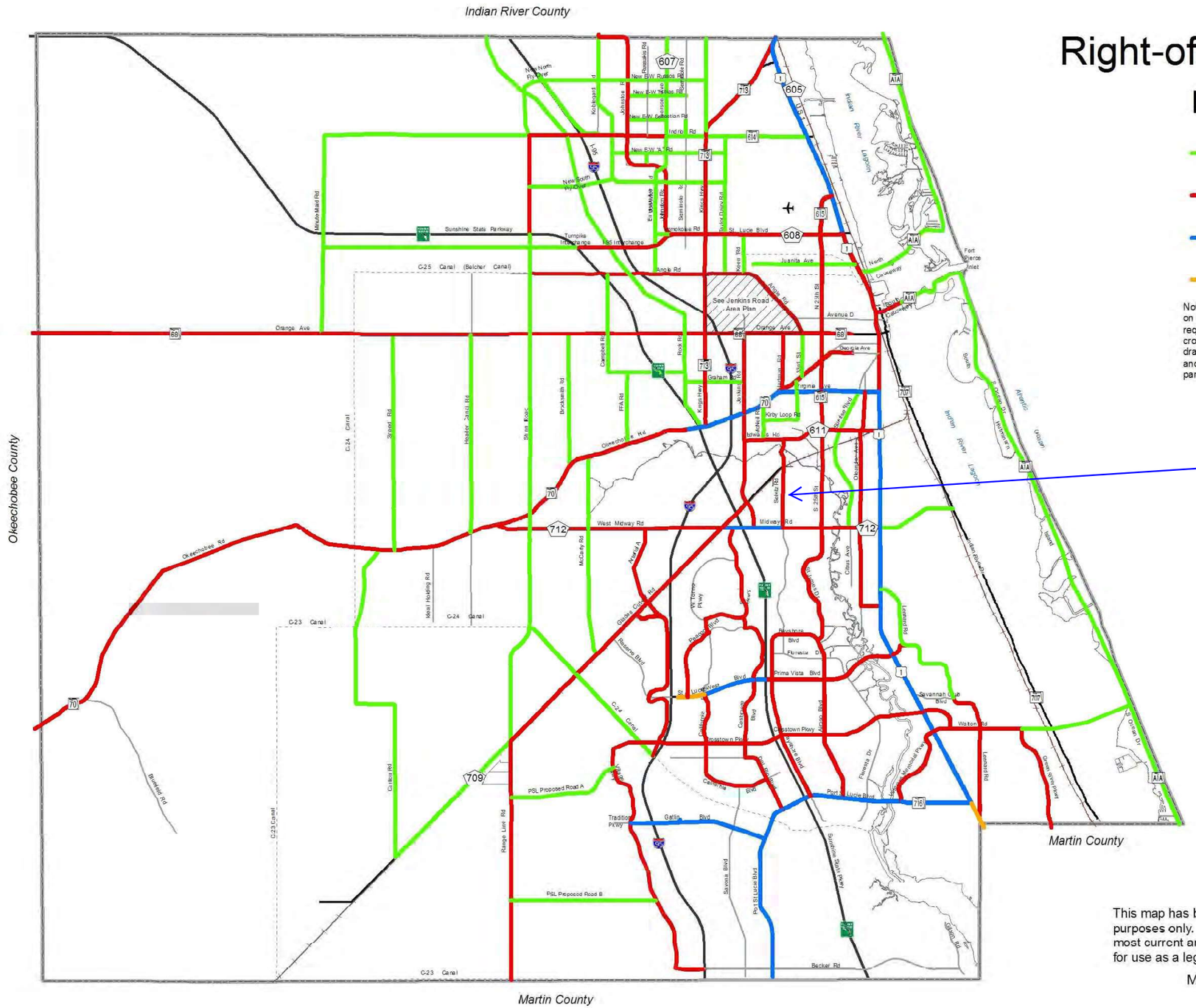
* Note: A six digit number in the "STATION ID" column identifies segment counted by FDOT
* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
*** Counts with an ID format of 6 digits have data extracted from FDOT 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
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

* 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.**



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.

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 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) 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) 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):
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 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 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 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.

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

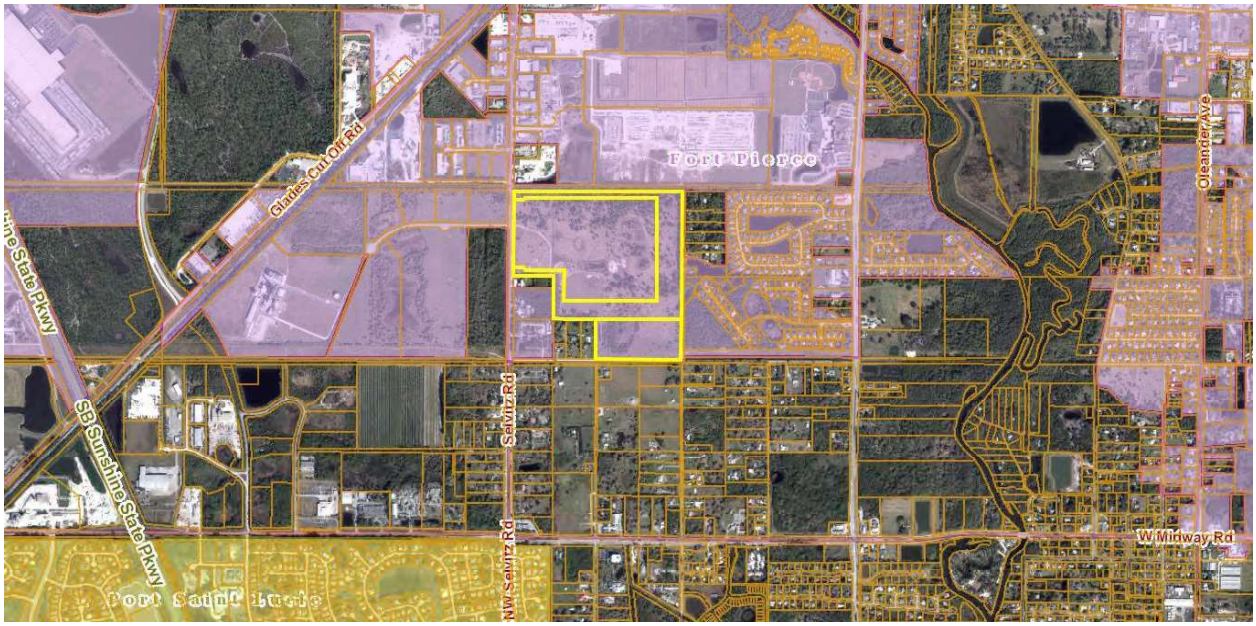


Figure 1 Municipal Boundaries

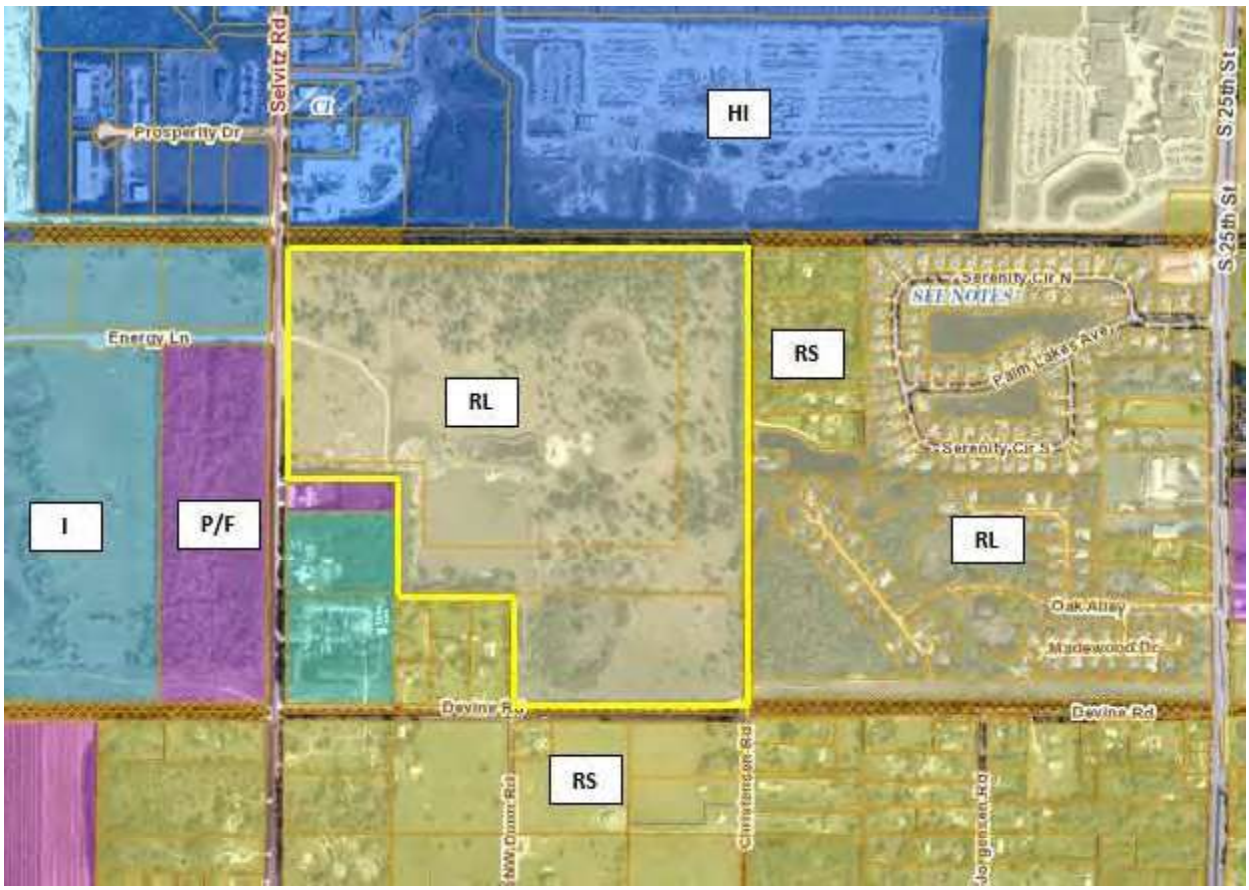


Figure 2 Existing Land Use Designations (FP and SLC)

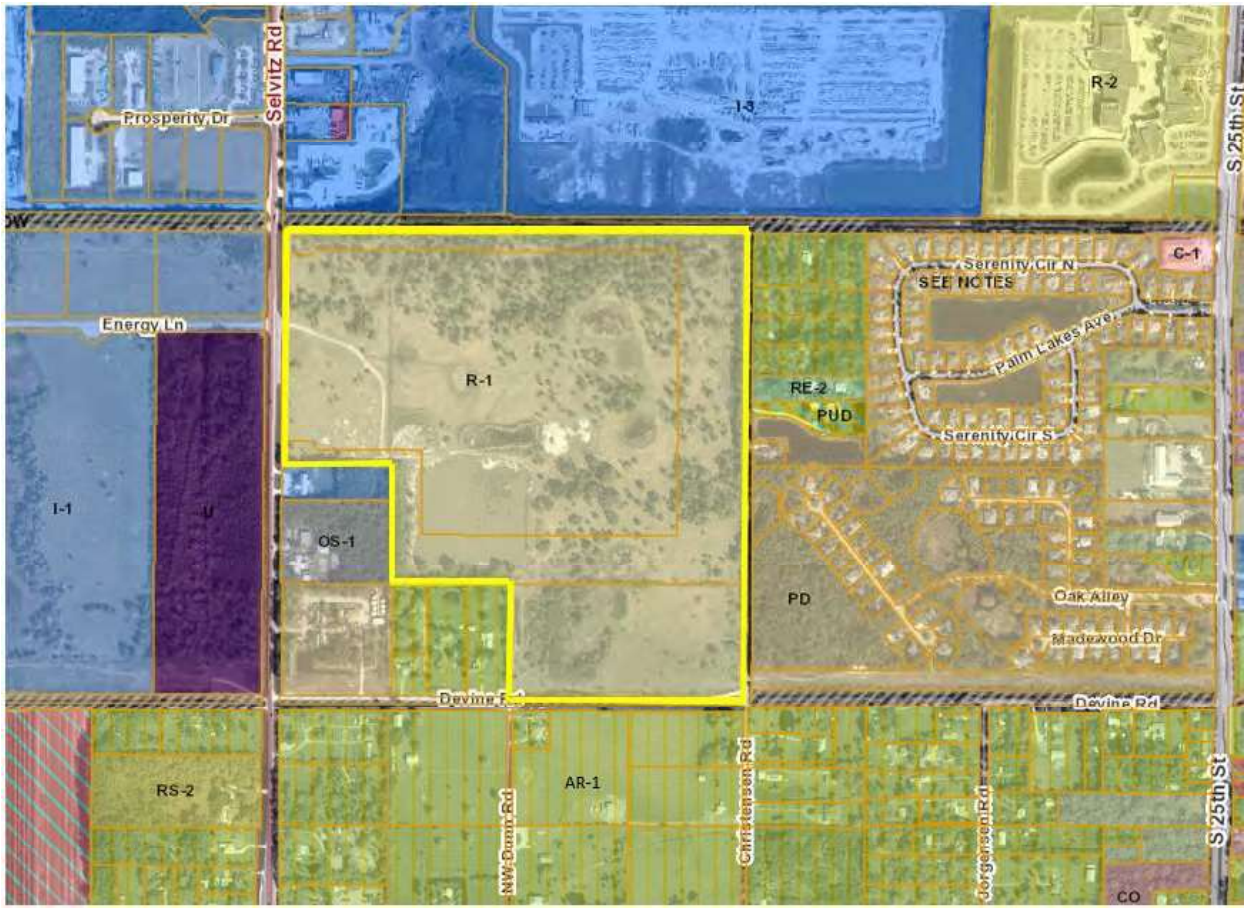


Figure 3 Existing Land Use Designations (FP and SLC)

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,

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.



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	122.86				

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	*MIN

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	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.

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

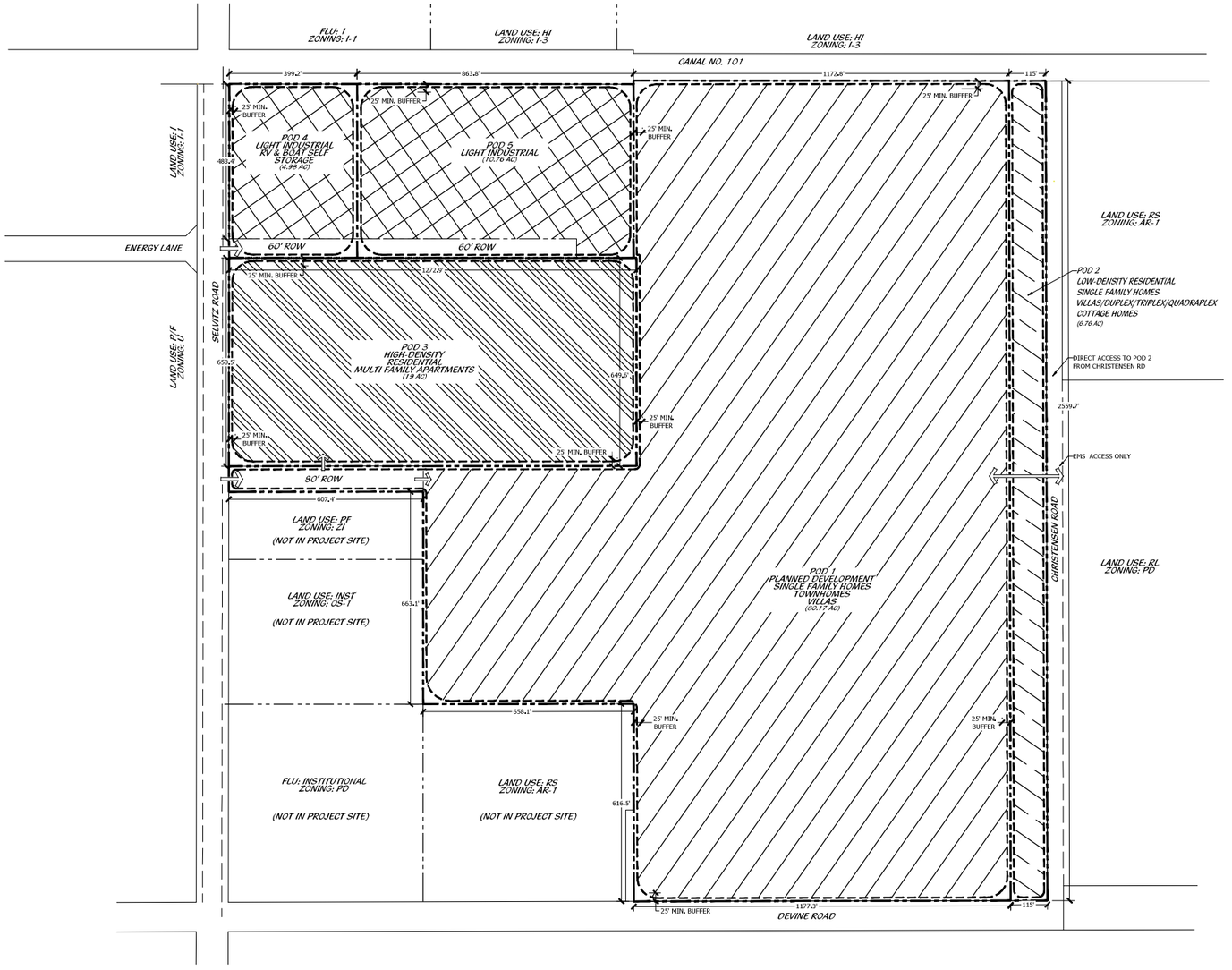
OWNER/CLIENT:
DON STEVENSON
SELVITZ I/II/III
631 US HWY 1, SUITE 409
NORTH PALM BEACH, FL 33408
561.653.1104

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

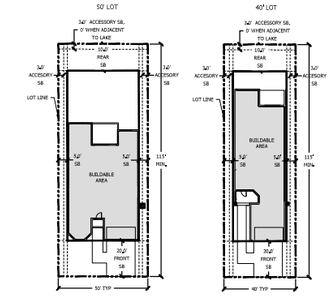
DESIGNED	PRP/LAH
DRAWN	PRP/LAH
APPROVED	DTS
JOB NUMBER	21-1214
DATE	07-25-22
REVISIONS	09-02-22
	10-05-22
	01-09-23

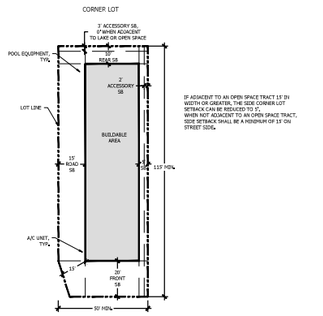
SHEET 1 OF 2

© 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.

TYPICAL LOT LAYOUTS

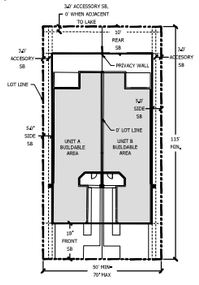
SCALE 1"=40'-0"





TYPICAL VILLA LAYOUT

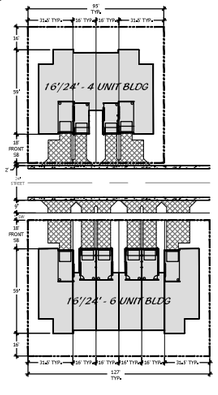
SCALE 1"=40'-0"



TYPICAL TOWNHOME LAYOUT

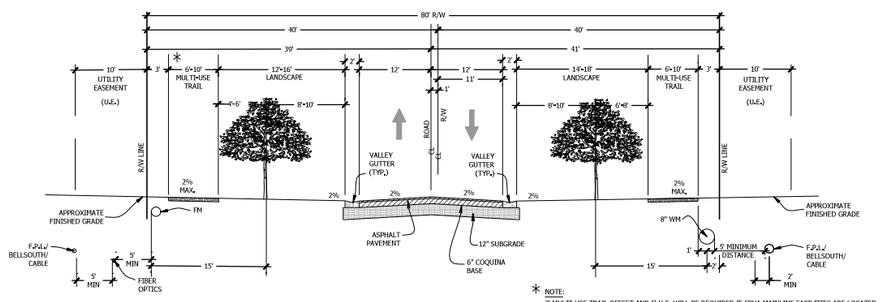
16/24' PRODUCT

SCALE 1"=30'-0"



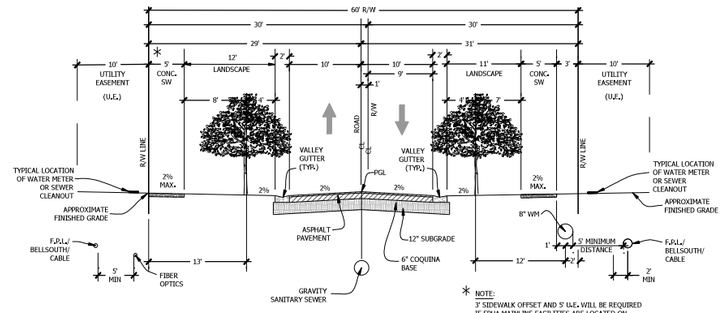
TYPICAL ROW SECTIONS

SCALE 1"=10'-0"



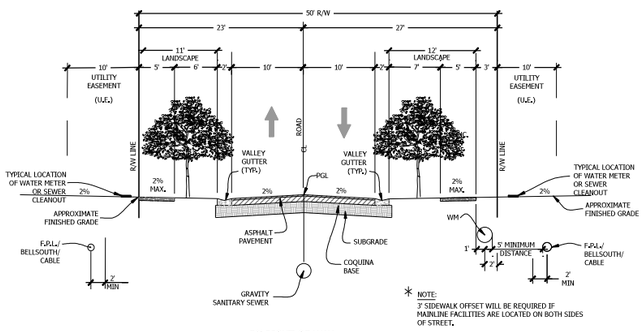
80' RIGHT-OF-WAY
TYPICAL SECTION

* 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.



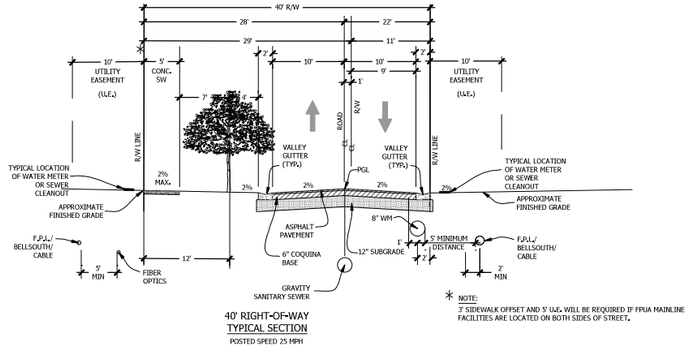
60' RIGHT-OF-WAY
TYPICAL SECTION
POSTED SPEED 25 MPH

* 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 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:
*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

© 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.

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	6.70
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	68
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/ PERVIOL	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

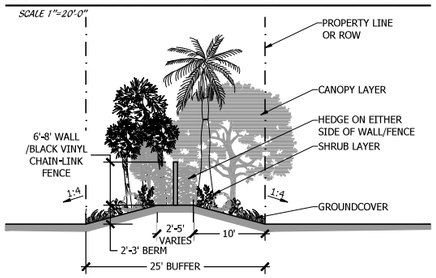
* STREET TREES PLANTED IN FRONT OF EACH LOT COUNT TOWARDS INDIVIDUAL TREE COUNTS
* ALL TREES PLANTED UNDER OR ADJACENT TO FP&L POWERLINES WILL COMPLY WITH THE FP&L "RIGHT TREE, RIGHT PLACE" GUIDELINES

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

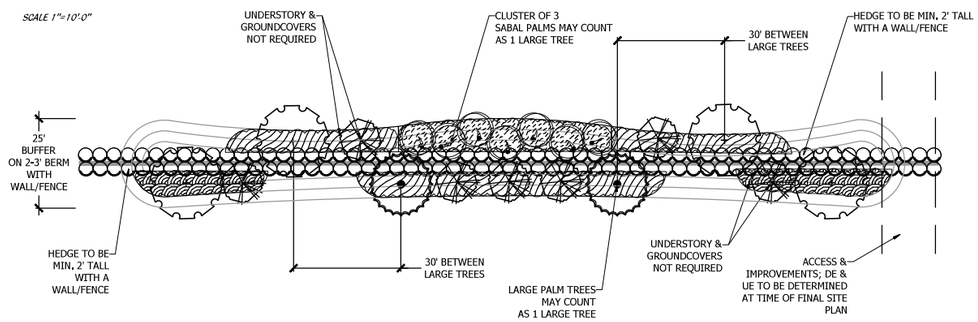
NOTE:
*LANDSCAPE PLANS WILL BE SUBMITTED AT TIME OF INDIVIDUAL SITE PLAN REVIEW FOR EACH POD.
*LAKES / STORMWATER DETENTION AREAS CAN BE PROVIDED THROUGHOUT THE PROJECT SITE AND ARE NOT REQUIRED TO BE LOCATED AT FRONT OF ACCESS DRIVE / FRONT PROPERTY.

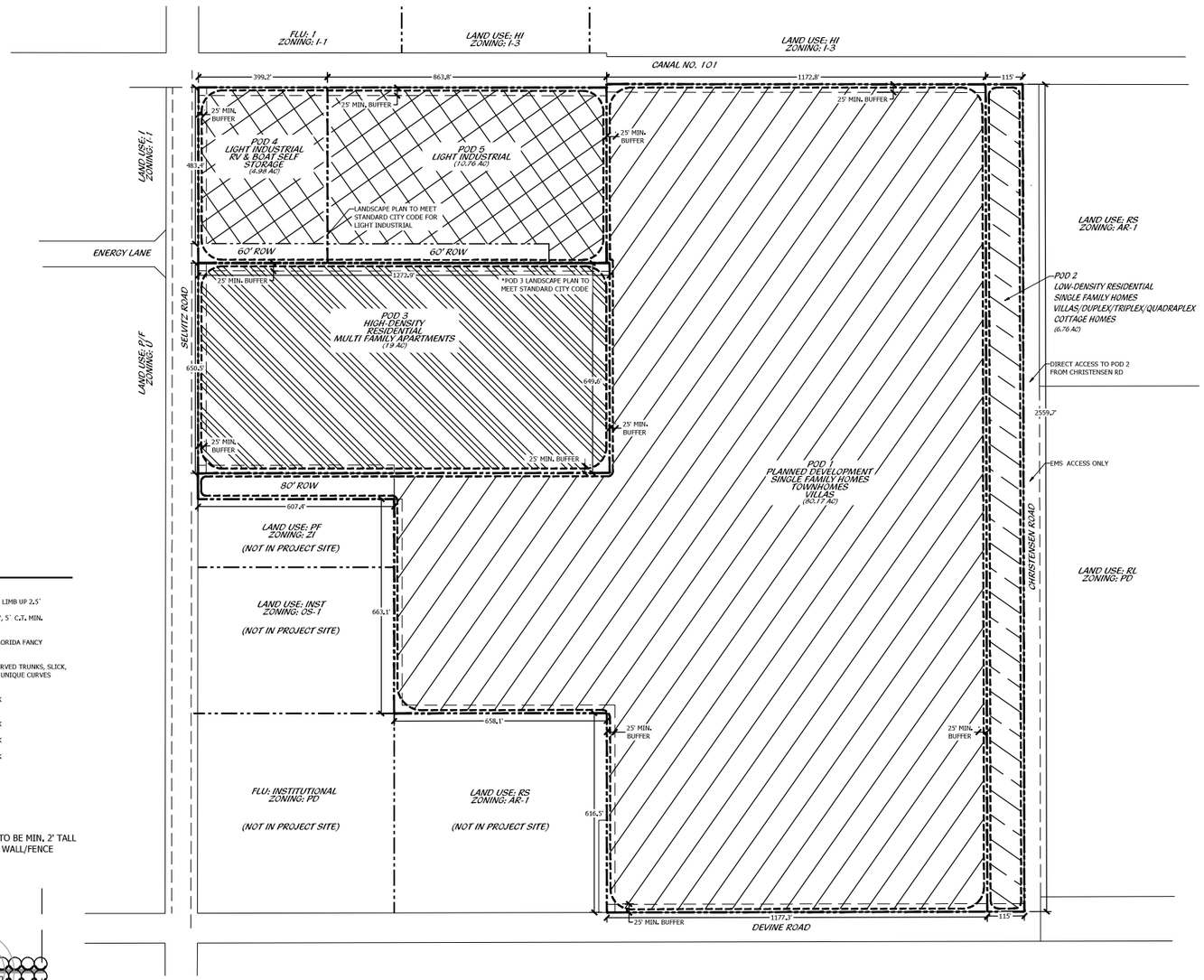
25' LANDSCAPE BUFFER TYPICAL



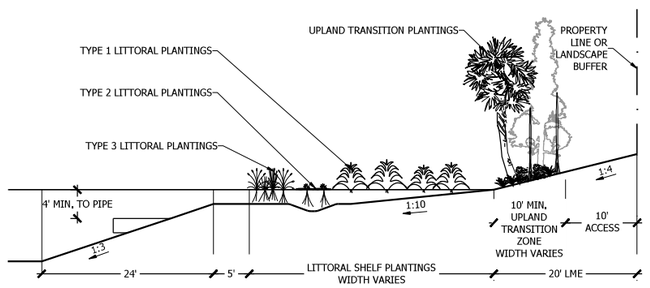
TYPICAL BUFFER PLANT LIST

TREES	BOTANICAL NAME	COMMON NAME	REMARKS
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

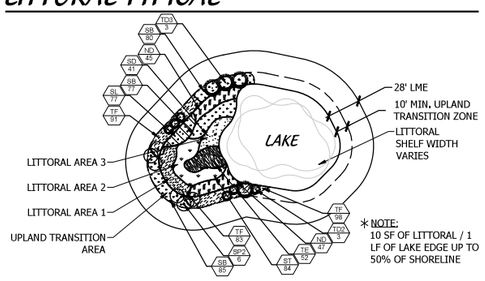




LITTORAL TYPICAL SECTION



LITTORAL TYPICAL



* NOTE:
10 SF OF LITTORAL / 1 LF OF LAKE EDGE UP TO 50% OF SHORELINE

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

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
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	11-11-22
REVISIONS	01-09-23

SHEET 1 OF 2

© 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.

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 FLORITAN'-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`-5` SPRD	Y	FULL CANOPY, STANDARD, SINGLE TRUNK
CES*	CONOCARPUS ERECTUS `SERICEUS`	SILVER BUTTONWOOD	45 GAL	2" CAL	12`-14` HT, 4`-5` 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-MOONIDIA	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

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

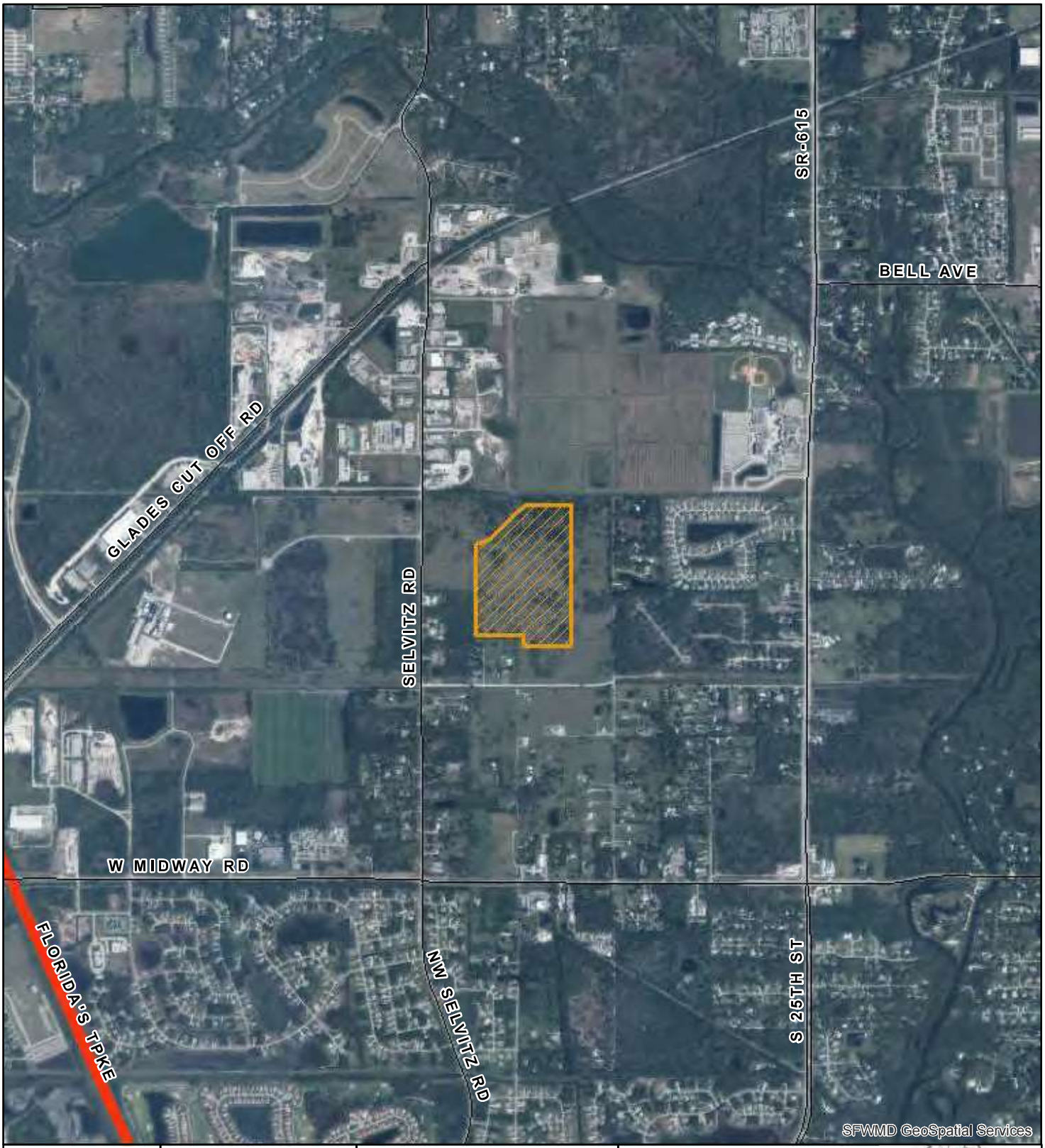


Exhibit No: 1	Exhibit Created On: 2016-09-14	ST. LUCIE COUNTY, FL

REGULATION DIVISION

Project Name: SELVITZ CROSSING BORROW PIT

Application

Permit No: 56-03396-P

Application Number: 150323-3

0 1,650 3,300 Feet

N

Created by IT GEOSPATIAL SERVICES

South Florida Water Management District

CONSTRUCTION PLANS FOR

SELVITZ CROSSING BORROW PIT

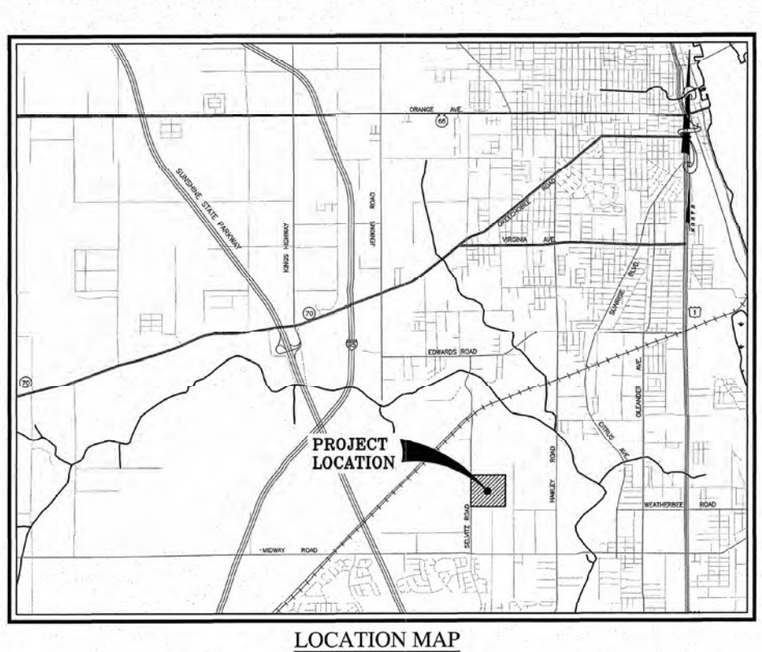
IN

SECTION 32, TOWNSHIP 35 SOUTH, RANGE 40 EAST

FORT PIERCE, FLORIDA

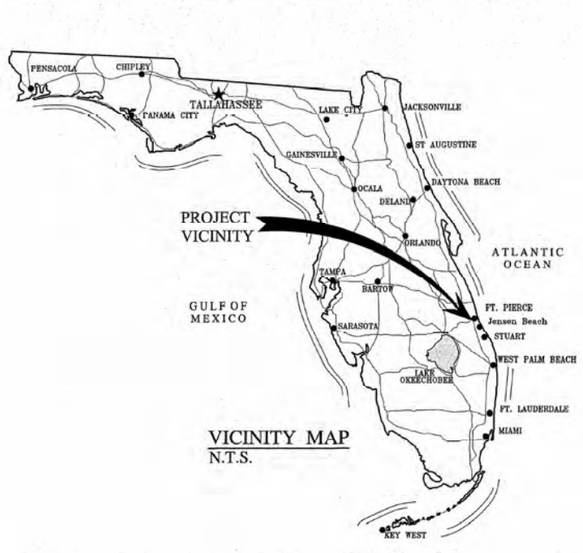
PREPARED FOR

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

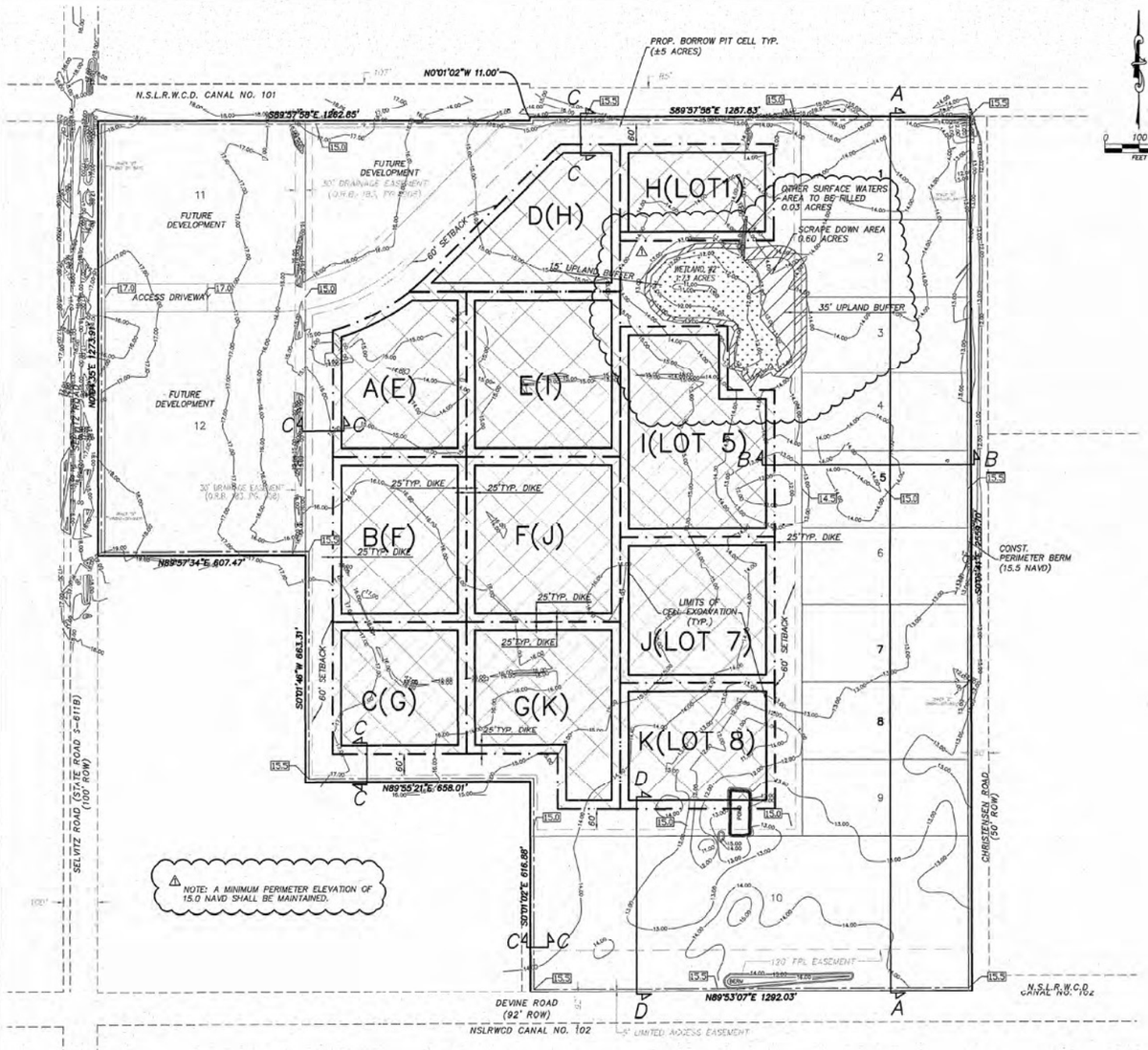
ENGINEER:
Culpepper & Terpening, Inc.
2980 South 25th. Street
Fort Pierce, FL 34981
Phone: (772) 464-3537
Fax: (772) 464-9497

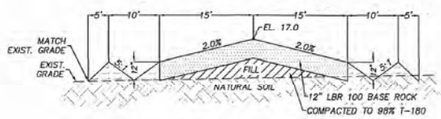
PATRICK J. FERLAND LICENSE No. 33125 STATE OF FLORIDA PROFESSIONAL ENGINEER

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. 4266

FILE NAME: 13-131 BASE.dwg

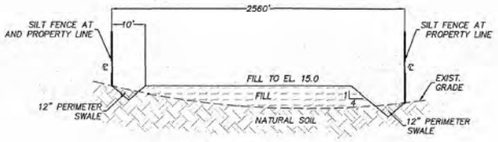
Page 1 of 5
Application No. 150323-3
Exhibit 2.0





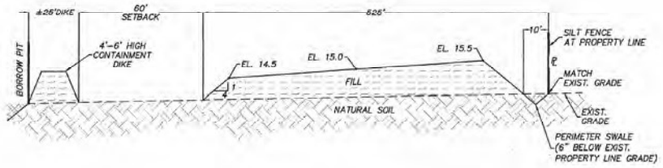
ACCESS DRIVEWAY DETAIL (TYP.)

N.T.S.



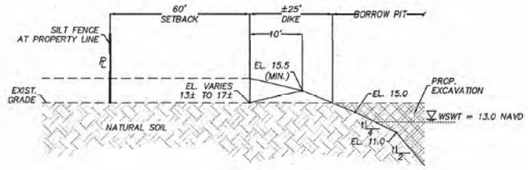
SECTION A-A

N.T.S.



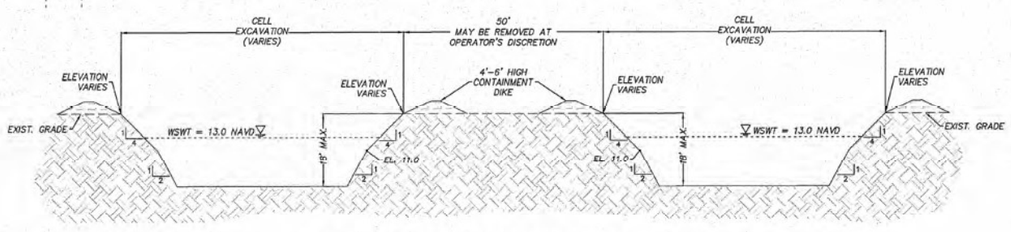
SECTION B-B

N.T.S.



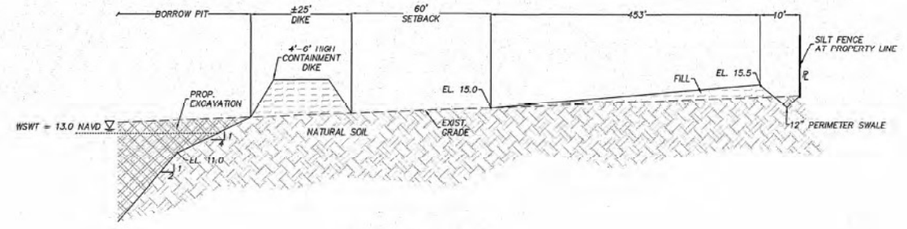
SECTION C-C

N.T.S.



TYPICAL CELL EXCAVATION DETAIL

N.T.S.



SECTION D-D

N.T.S.

NOTES:

1. TOTAL SITE AREA = 122.8 ACRES
   EXCAVATION AREA = +/-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

- 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)

DATUM NOTES:
1) ALL ELEVATIONS AND BENCHMARKS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM (N.A.V.D.) OF 1988.

811 Know what's below. Call before you dig.

PATRICK J. FERLAND LICENSE NO. 33125 STATE OF FLORIDA PROFESSIONAL ENGINEER
PATRICK J. FERLAND, P.E. FL. REG. NO. 33125

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) 464-3597
101 S.W. FLAGLER AVE • STUART, FLORIDA 34994 • (772) 220-2100
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

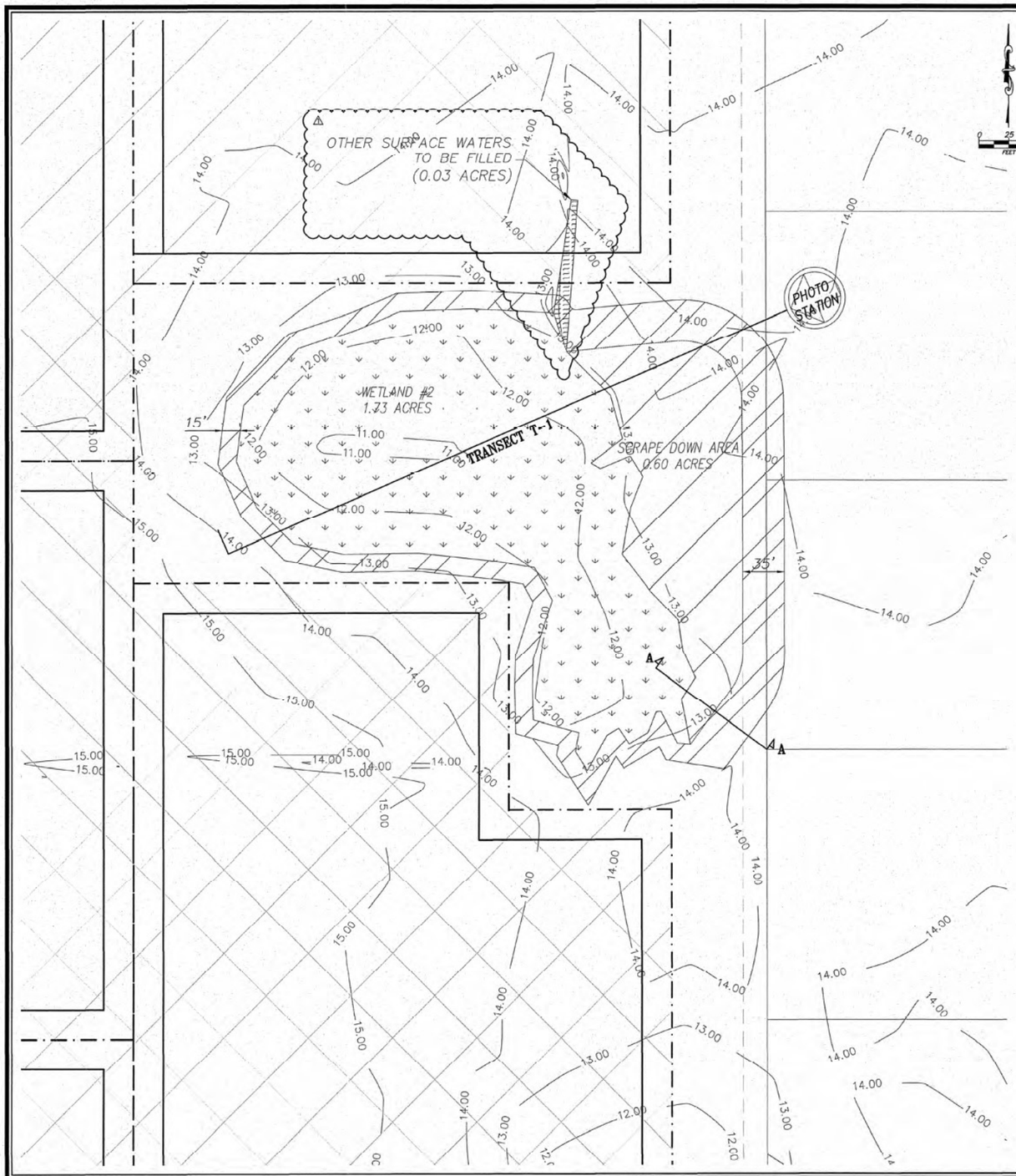
– REVISIONS –	BY	DATE
1 ADDED WETLAND NO. 2 & BUFFER.	JK	05-04-16
2 ADDED MINIMUM PERIMETER ELEVATION NOTE.	JK	05-04-16
3 ADDED STOCKPILE INFORMATION.	JK	05-04-16
4 REVISED "WETLAND" TO BE FILLED TO "OTHER SURFACE WATERS."	JK	06 10 16

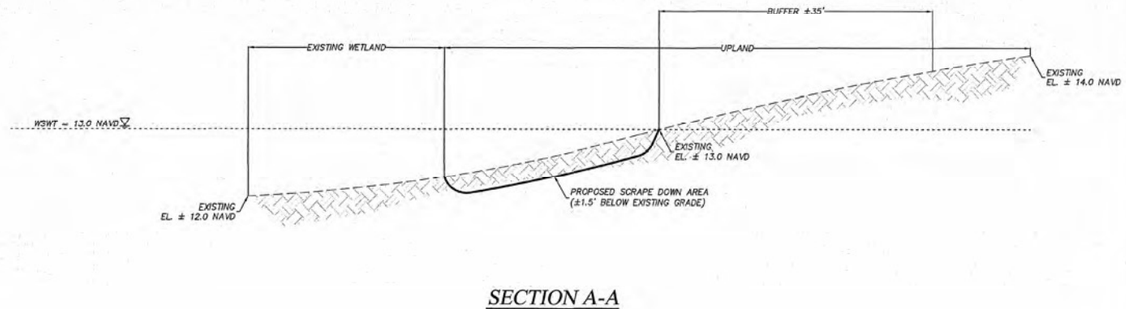
	BY	DATE
FIELD		
CALCS.		
DRAWN	JK	01-30-15
DETAILED		
CHECKED	SKM	02-11-15
APPROVED	PJF	02-25-15

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)
- CONTOURS
- EASEMENT
- BORROW PIT

PATRICK J. FERLAND, P.E. LICENSE No 33125 STATE OF FLORIDA PROFESSIONAL ENGINEER

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
2980 SOUTH 25TH STREET * FORT PIERCE, FLORIDA 34982 * (772) 464-3927
101 S.W. FLAGLER AVE * STUART, FLORIDA 34994 * (772) 220-2378
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4288

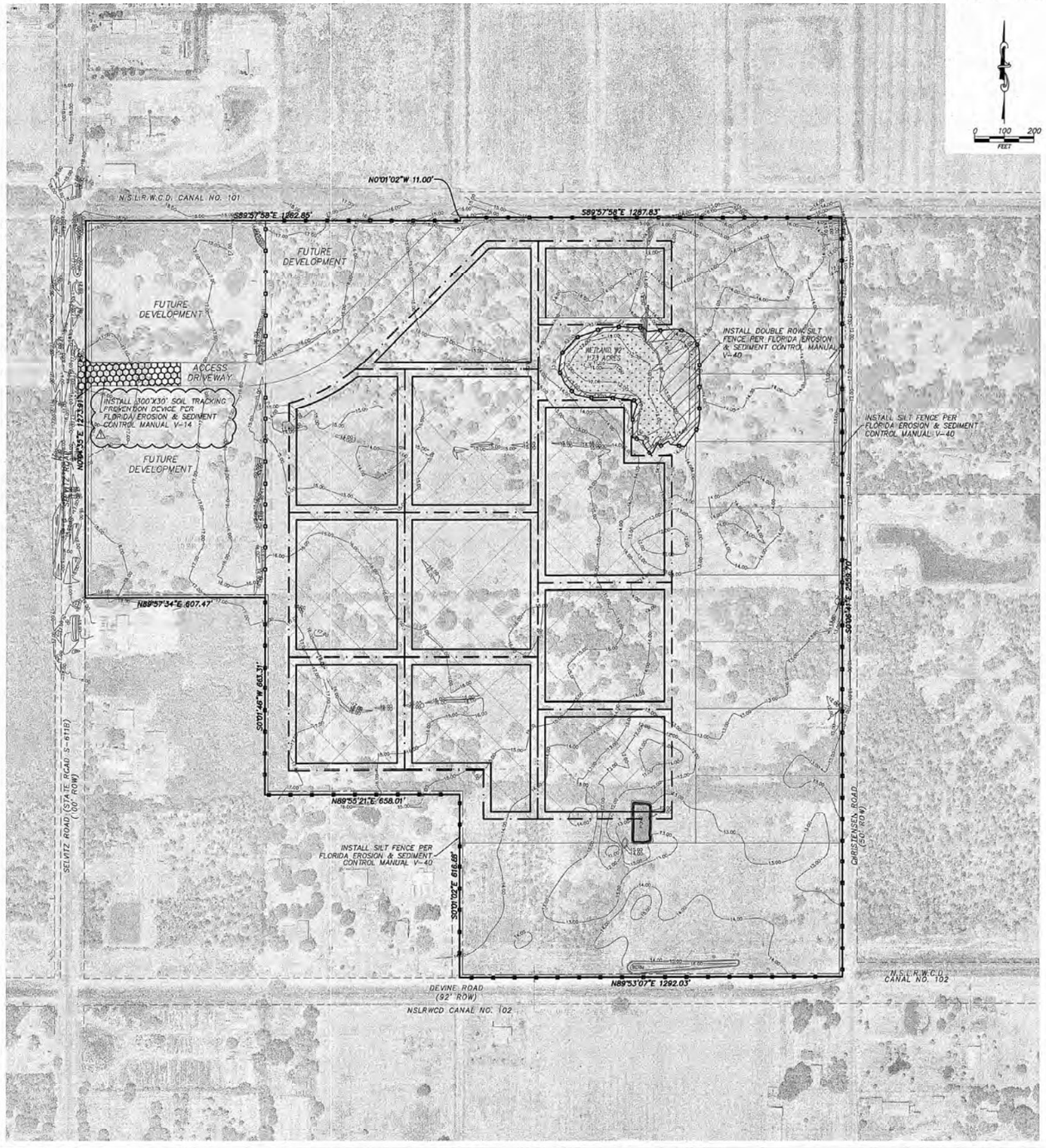
- REVISIONS -		
1 REVISED "WETLAND" TO BE FILLED TO "OTHER SURFACE WATERS."	JK	08-19-16

	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

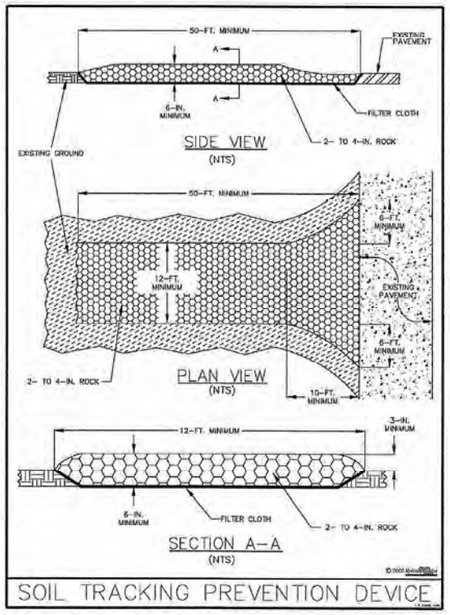


Figure V-14: Illustration of a Soil Tracking Prevention Device

Permission is given by HydroDynamics Incorporated to copy and reproduce this detail

STATE OF FLORIDA EROSION & SEDIMENT CONTROL - DESIGNER & REVIEWER MANUAL

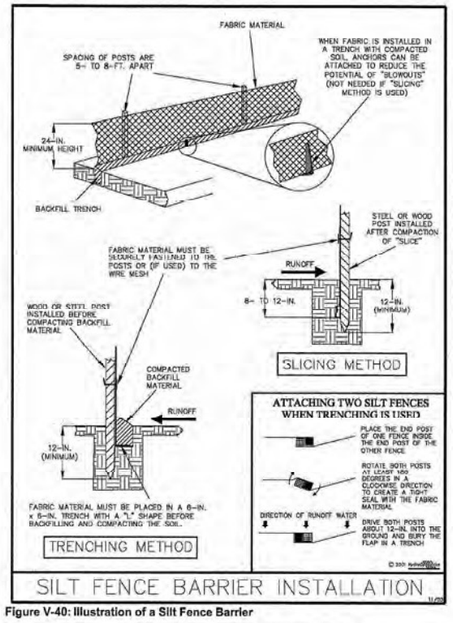


Figure V-40: Illustration of a Silt Fence Barrier

Permission is given by HydroDynamics Incorporated to access and reproduce this detail

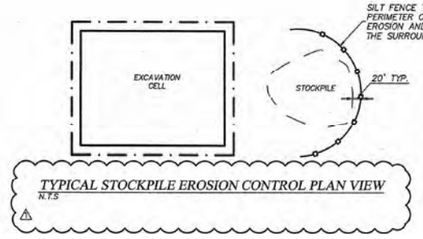
NOTE:

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.
13-131 BASE.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2900 SOUTH 25TH STREET * FORT PIERCE, FLORIDA 34982 * (772) 464-3027
101 S.W. FLAGLER AVE * STUART, FLORIDA 34994 * (772) 220-2276
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

- 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 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. FERLAND LICENSE No 33125 STATE OF FLORIDA PROFESSIONAL ENGINEER

PATRICK J. FERLAND, PE FLORIDA REG. NO. 33125

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) 464-2032
101 S.W. FLAGLER AVE • STUART, FLORIDA 34994 • (772) 220-2376
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

- REVISIONS -		

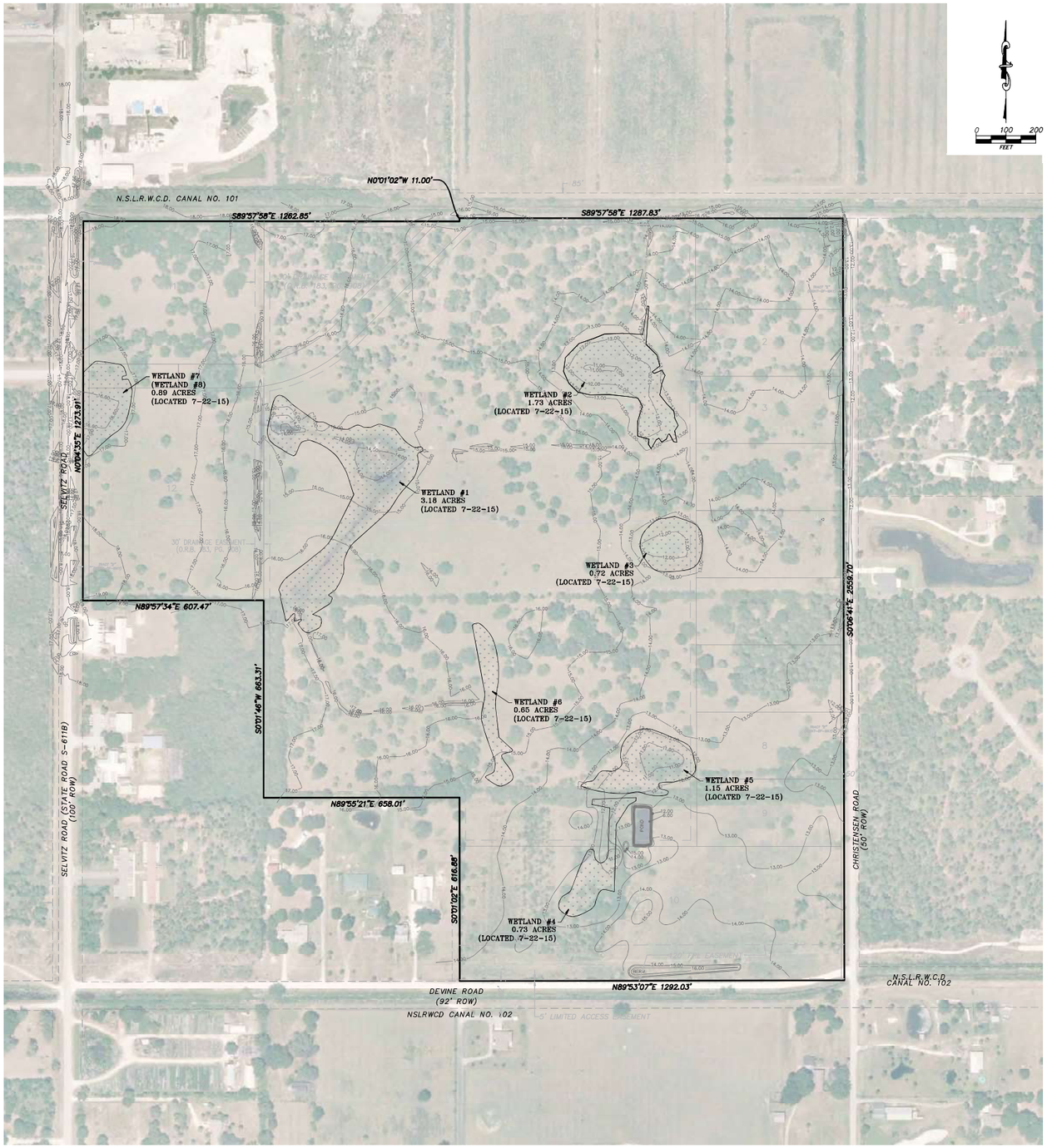
	BY	DATE
FIELD		
CALCS.		
DRAWN	JK	01-30-15
DETAILED		
CHECKED	SKM	02-11-15
APPROVED	PF	02-25-15

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

- XX.XX CONTOURS
- RIGHT OF WAY
- EASEMENT
- PROPERTY LINE

PATRICK J. FERLAND, P.E. FL. REG. NO. 33125

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
2980 SOUTH 25TH STREET * FORT PIERCE, FLORIDA 34982 * (772) 464-3537
151 S.W. FLAGLER AVE * STUART, FLORIDA 34994 * (772) 220-2376
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –		

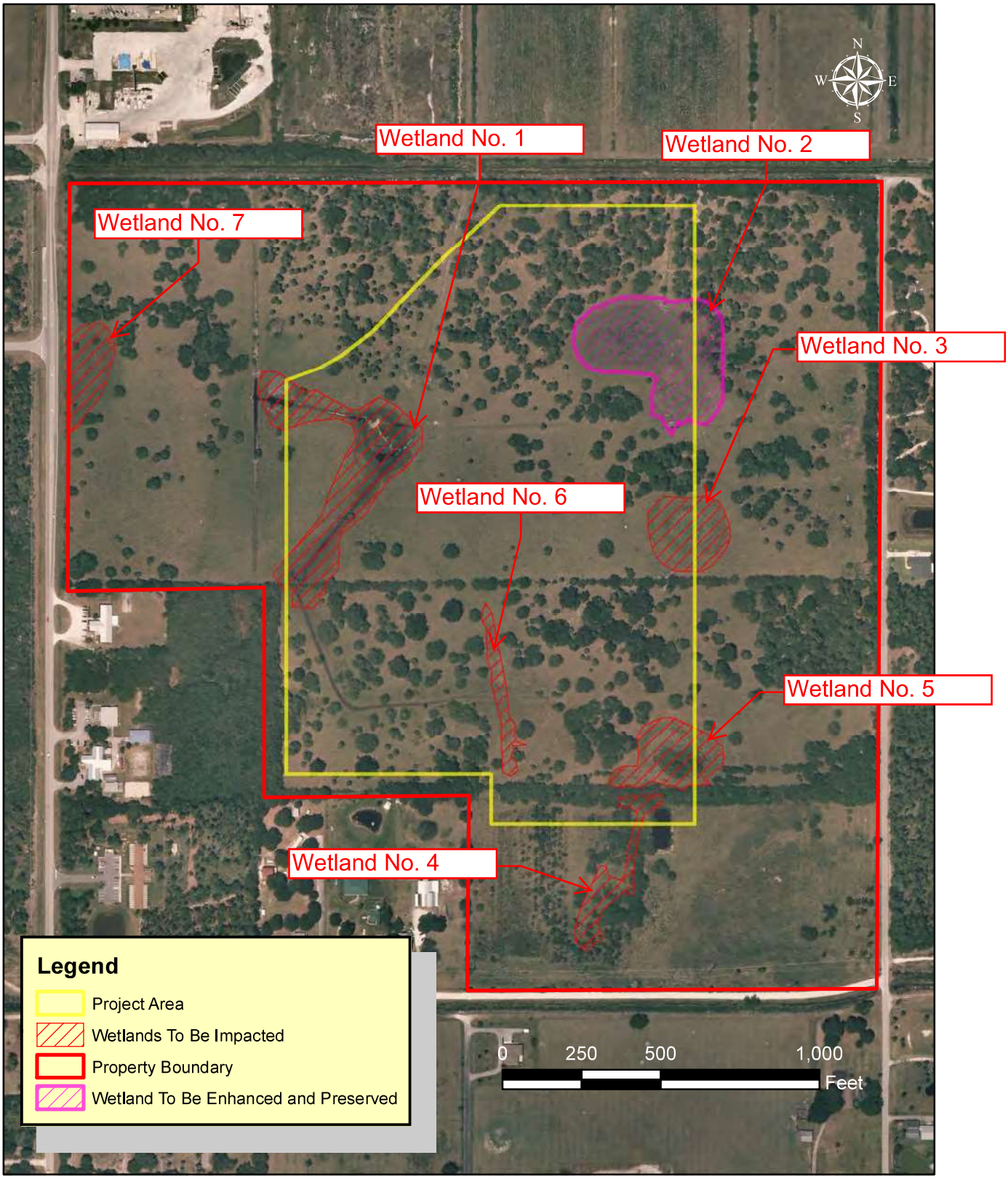
	BY	DATE
FIELD CALCS.		
DRAWN	JK	06-22-16
DETAILED		
CHECKED		
APPROVED		

SELVITZ CROSSING

WETLAND AERIAL EXHIBIT

DATE: 06-22-2016
HORZ. SCALE: 1"=200'
VERT. SCALE: NA
JOB No. 13-131
SHEET 1 OF 1

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 _____, 2016, 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 Wells
(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)

Name: KEVIN PICART

Title: SR VICE PRESIDENT
(Print)

SEACOAST NATIONAL BANK
(Mortgagee)

WITNESSES:

By: Deborah Yanis
(Signature)

Name: Deborah Yanis
(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)

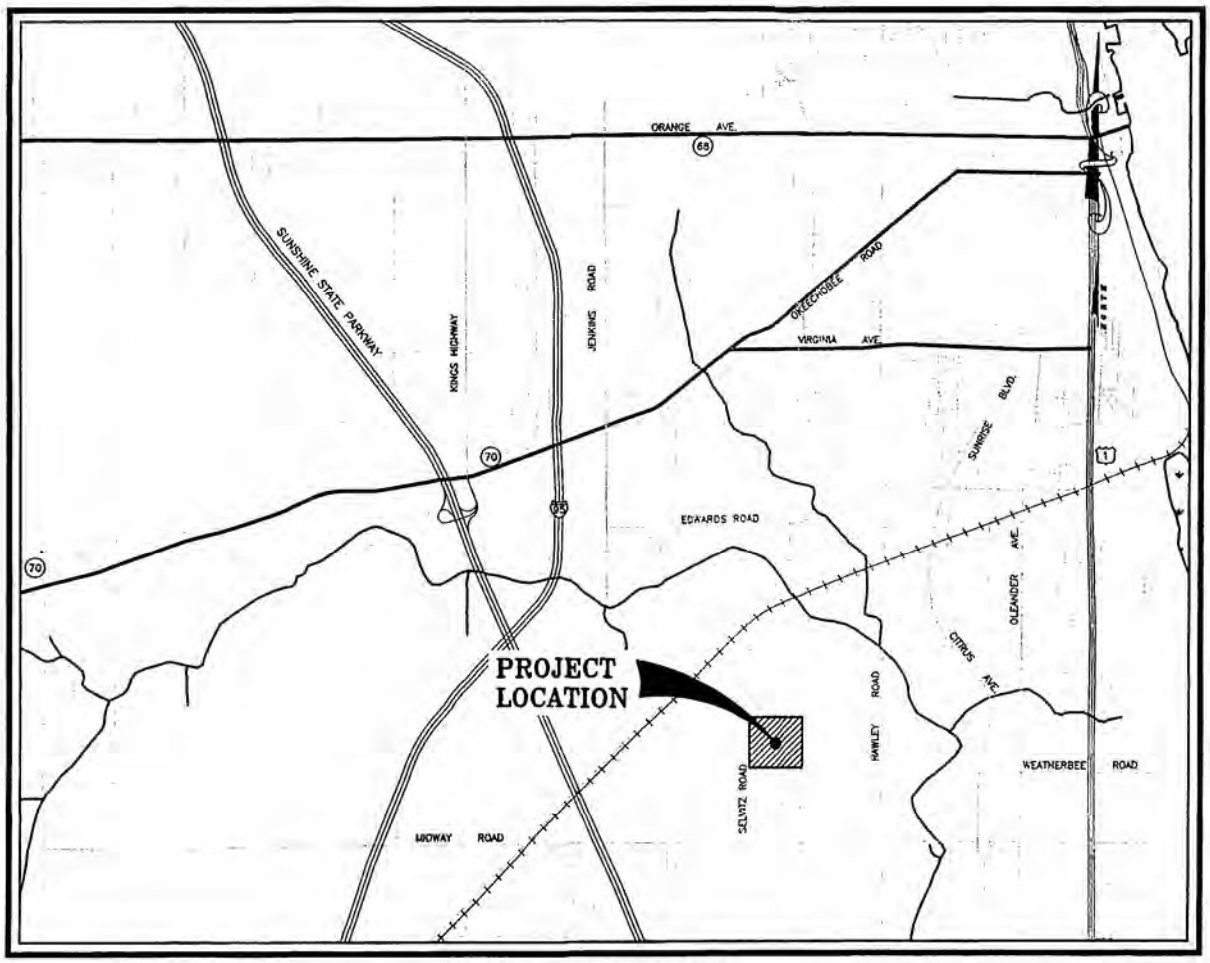
Chrestia J. Bradley
(Name)

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
Professional Surveyor & Mapper
Florida Certificate No. 6199

DATE

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 428

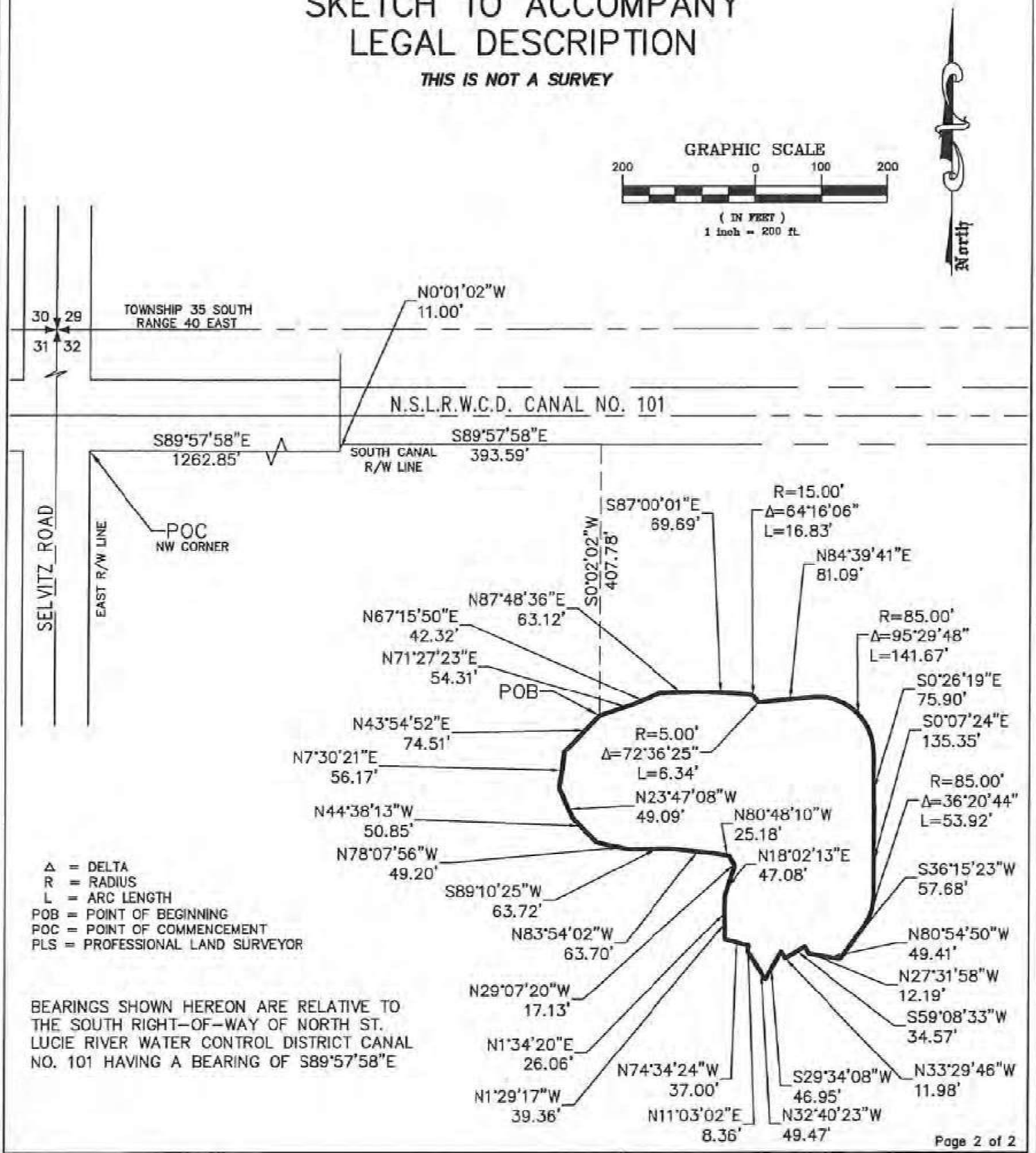
CONSERVATION EASEMENT
DESCRIPTION

JOB NO: 13-131	SCALE: NA
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

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

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:

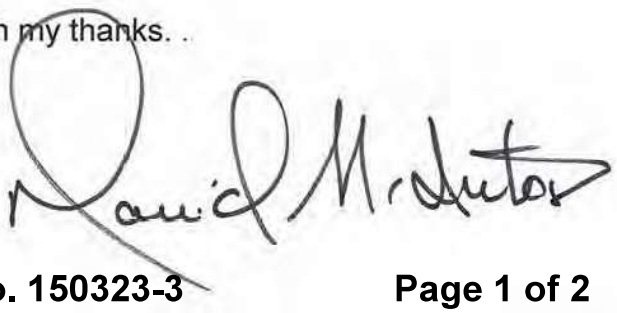
On September 26, 2006, I wrote to inform you that the St. Lucie County project known as The Meadows (ERP Application # 051108-16) had purchased 2.4 herbaceous credits from Bluefield Ranch Mitigation Bank ("BRMB"). Those credits were deducted from BRMB's credit ledger. For your ease of reference, a copy 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 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

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: Rezoning - Selvitz PD - 2400 S. Ocean Drive - NE corner Selvitz Rd & Devine Rd

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 17, 2024

NOTICE BY MAIL: March 19th, 2024

NOTICE BY SIGNS: March 21st, 2024

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: **DATE:** March 18th, 2024

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

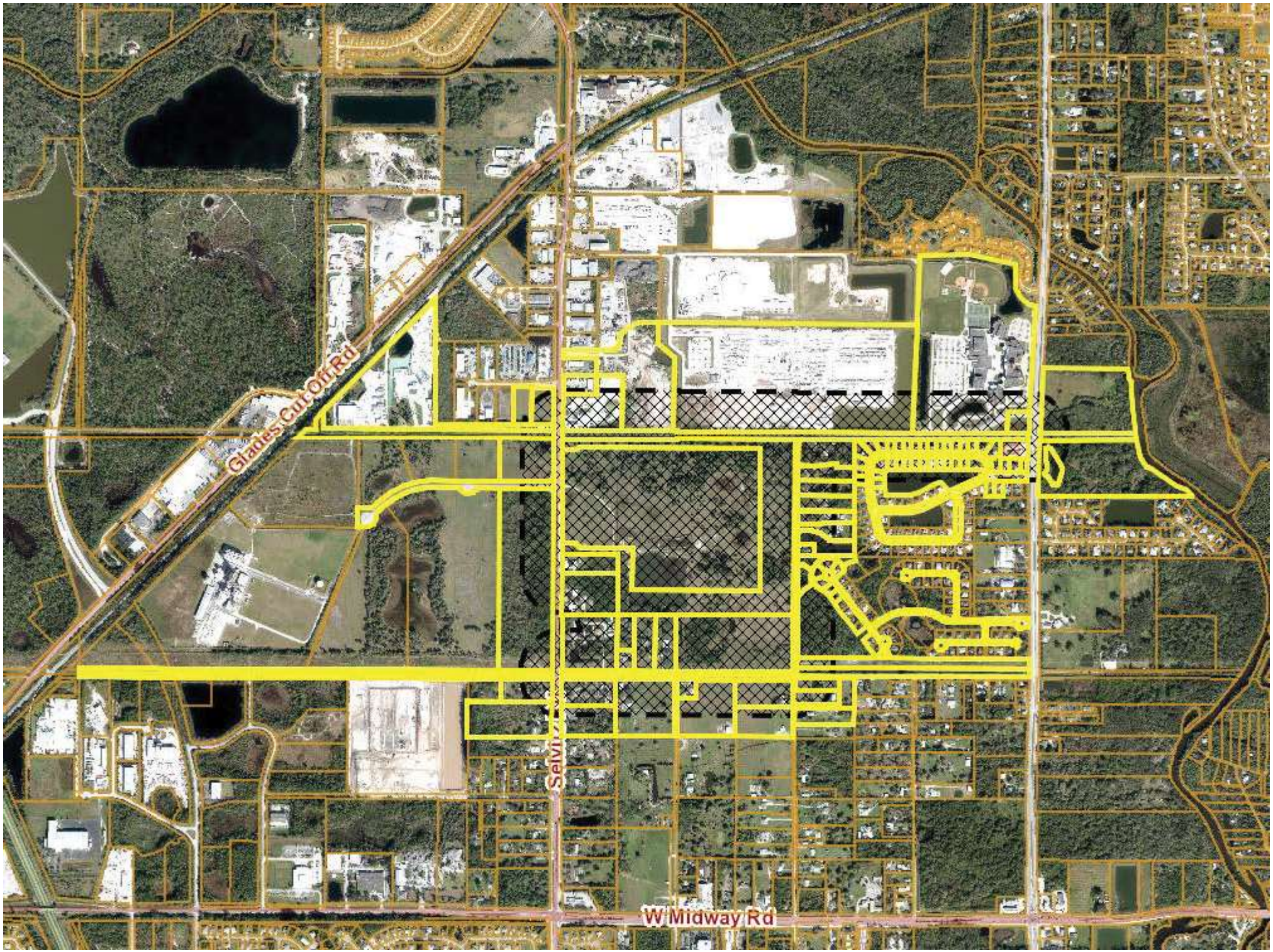
John H Stamm Jr (TR)
4850 Orange AVE
Fort Pierce; FL 34947-3413

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

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/17/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/17/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost:	$137.28		
Order No:	9897659	# of Copies:	
Customer No:	1126527	0	
PO #:	LSAR0067220		

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to 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, April 1, 2024 at 5:05 p.m. hold a Public Hearing on the enactment of the proposed ordinance on the second reading, 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. 23-058 - 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 JUST 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

All interested parties may appear at the meeting and be heard with respect to the Application(s). 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
March 17 2024
LSAR0067220

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

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	737
MAX GROSS DU/AC	6

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

RESIDENTIAL DEVELOPMENT STANDARDS

	TOWNHOMES	VILLAS	TRIPLEX	COTTAGES	QUADRAPLEX	SINGLE FAMILY LOT
MINIMUM LOT SIZE	1520	2875	2875	2875	2875	4600
MINIMUM LOT DEPTH	95	115	115	115	115	115
MINIMUM LOT WIDTH	16	25	25	25	25	40
MINIMUM LOT COVERAGE	N/A	80%	80%	80%	80%	80%
MINIMUM FRONT SETBACK	18	18	18	18	18	18
FOR SIDELOAD GARAGE	10					
MINIMUM SIDE SETBACK	5	5	5	5	5	5
MINIMUM SIDE SETBACK (CORNER)						15
MINIMUM REAR SETBACK	10	10	10	10	10	10
MINIMUM BUILDING HEIGHT	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).

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	12
DU/AC	2
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

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

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.

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 NORTH 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.

DRAINAGE STATEMENT

THE PROPOSED DRAINAGE SYSTEM WILL CONSIST OF A NETWORK OF PIPES AND CATCH BASINS INTERCONNECTING THE ROADWAYS TO THE PROPOSED ONSITE LAKES. WATER QUALITY WILL BE ACHIEVED WITHIN THE LAKE.

AS THE OVERALL PROPERTY IS DEVELOPED LAKES AND DITCHES WILL BE CONSTRUCTED TO PROVIDE SUFFICIENT ATTENUATION OF RUN-OFF AT VARIOUS STAGES OF THE PROJECT UNTIL THE OVERALL LAKE AND DRAINAGE SYSTEM IS COMPLETE.

THE PROJECT OUTFALL LOCATION IS THE NORTH ST.LUCIE WATER CONTROL DISTRICT LOCATED NORTH OF THE PROJECT SITE.

PROJECT TEAM

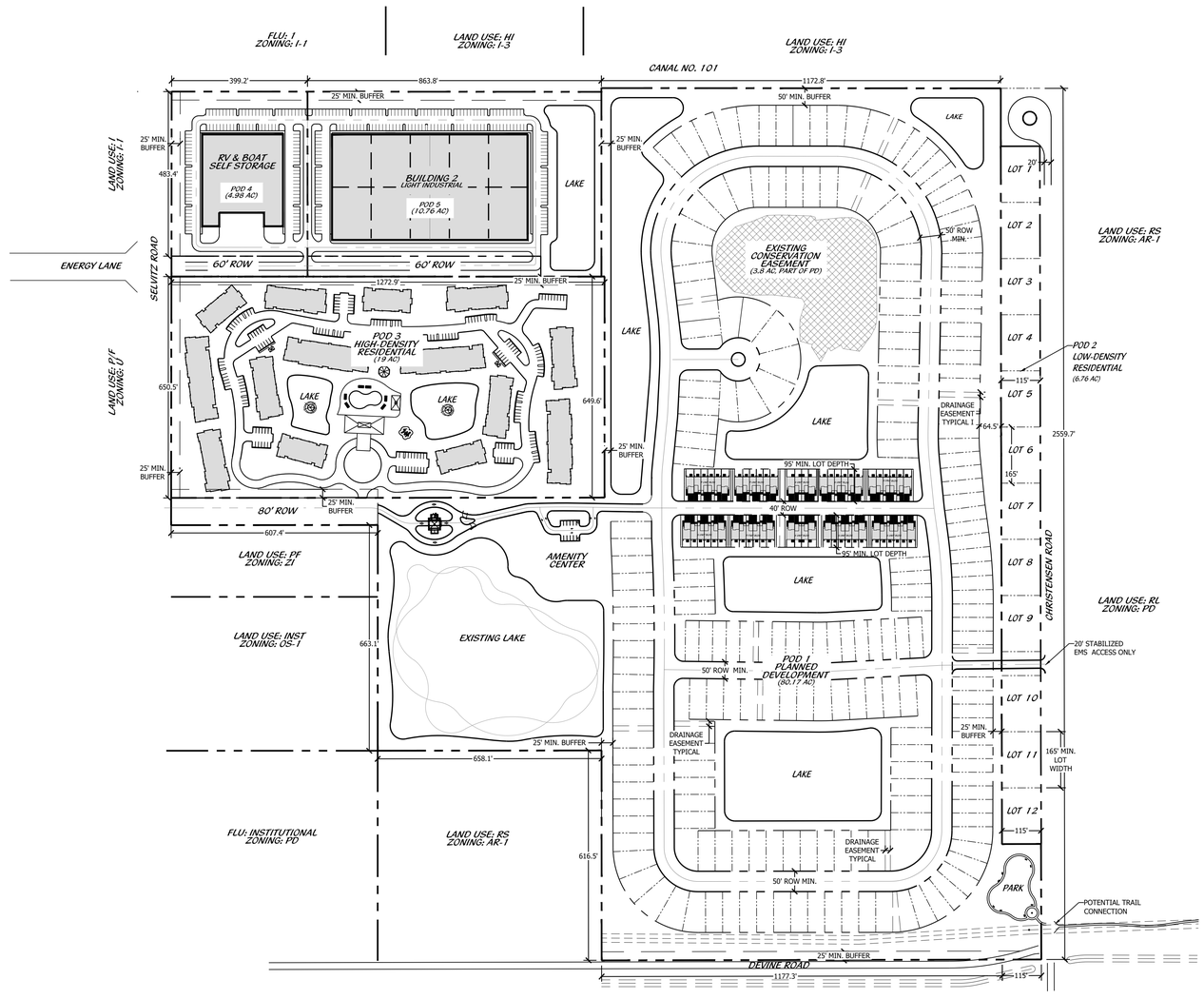
OWNER/CLIENT:
DON STEVENSON
SELVITZ I/II/III
631 US HWY 1, SUITE 409
NORTH PALM BEACH, FL 33408
561.653.1104

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



*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 PODS, 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	03-13-24
REVISIONS	

SHEET 1 OF 1

© 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.

City Commission Regular Meeting - 5:05 pm **12. c.**

Meeting Date: 04/01/2024

Re: Proposed Ordinance 24-001, Local Administrative Amendments to the Florida Building Code

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing - Ordinance 24-001, Amending Chapter 103, Division I, Section 103-24, Subsection (a), providing Local Administrative Amendments to the 8th Ed. Florida Building Code with regard to Scope and Administration. SECOND READING

SUMMARY:

Staff proposes the attached Ordinance to update local amendments in accordance with the Florida Building Code 8th Edition (2023) as recommended by the Building Officials' Association of Florida (BOAF) Model Chapter 1, with local additions and deletions as recommended by the City's building official.

RECOMMENDATION:

Staff recommends approval of proposed Ordinance 24-001, Amending Chapter 103, Division I, Section 103-24, Subsection (a), providing Local Administrative Amendments to the 8th Ed. Florida Building Code with regard to Scope and Administration.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building

COORDINATED WITH:

Shaun Coss, CFM, Asst. Director of Building

Fiscal Impact

OTHER INFORMATION:

No fiscal impact.

Attachments

Ord 24-001

Attorney Memorandum

BOAF Model Ch. 1

Proof of Publication

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	02/23/2024 10:35 AM
City Manager	Nick Mimms	02/23/2024 10:38 AM

Form Started By: Karen Murphy Started On: 02/21/2024 04:44 PM

Final Approval Date: 03/19/2024

ORDINANCE NO. 24-001

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 103, DIVISION I, SECTION 103-24, SUBSECTION (a) TO PROVIDE FOR LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE (FBC), 8TH EDITION (2023**) IN THE CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Legislature enacted the "Florida Building Codes Act" in 2001 to provide for uniform adoption, updating, amendment, interpretation, and enforcement of a single, unified statewide building code; and

WHEREAS, the Florida Building Code is adopted and updated with new editions every three years pursuant to Florida Statutes. In last year's session, the legislature approved the 8th Edition (2023) Florida Building Code; and

WHEREAS, the Code of Ordinances, provides for the adoption and regulation of the Florida Building Code; which shall be amended from time to time to ensure compliance with Florida State Statutes and the Florida Building Code;

WHEREAS, section 553.73(4)(a)(2023), Florida Statutes, authorizes the City to adopt amendments to the administrative provisions of the Florida Building Code to meet local conditions.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 103, Article II, Division 1, Section 103-24, Subsection (a) of the Code of Ordinances, is hereby amended as follows:

Sec. 103-24. - Florida Building Code amendments.

(a) Florida Building Code Administrative Amendments.

(1) *Florida Building Code, Building; Chapter 1*, Scope and Administration.

The Building Officials Association of Florida's (BOAF) *Model Administrative Code (202~~0~~3)* for the ~~7~~*8th Edition of the Florida Building Code (202~~0~~3)*, with local additions and deletions thereto recommended by the City's building official as authorized by F.S. § 553.73(4)(a), attached hereto as Exhibit "A" is hereby adopted and incorporated herein by reference. The *Model Administrative Code (202~~0~~3)*, together with the City's additions and deletions is on file in the office of the Building Department.

(2) *Florida Building Code, Building; Chapter 16, Structural Design.*

FBC Sec. 1609.3 Ultimate design wind speed.

Ultimate Design Wind Speed Lines. As directed by the state legislature and adopted by the Florida Building Code, the exact location of the ultimate design wind speed lines for use in the design of Risk Category I buildings, Risk Category II buildings, Risk Category III and IV buildings shall be established by local ordinance using recognized physical landmarks such as major roads, canals, rivers and lake shores wherever possible.

Risk Category I. The jurisdiction of the City of Fort Pierce has one Ultimate Design Wind Speed for Risk Category I buildings and other structures, 140 mph.

Risk Category II. The jurisdiction of the City of Fort Pierce has two Ultimate Design Wind Speeds for Risk Category II buildings and other structures, 150 mph and 160 mph. The centerline of 25th Street is designated to represent the Ultimate Design Wind Speed Line. All land eastward of this line, including the barrier island, shall be in the 160 mph ultimate design wind zone. All land westward of this line shall be in the 150 mph ultimate wind design wind zone.

Risk Category III. The jurisdiction of the City of Fort Pierce has two Ultimate Design Wind Speeds for Risk Category III buildings and other structures, 160 mph and 170 mph. The centerline of 25th Street is designated to represent the Ultimate Design Wind Speed Line. All land eastward of this line, including the barrier island, shall be in the 170 mph ultimate design wind zone. All land westward of this line shall be in the 160 mph ultimate wind design wind zone.

Risk Category IV. The jurisdiction of the City of Fort Pierce has two Ultimate Design Wind Speeds for Risk Category IV buildings and other structures, 170 mph and 180 mph. The centerline of 25th Street is designated to represent the Ultimate Design Wind Speed Line. All land eastward of this line, including the barrier island, shall be in the 180 mph ultimate design wind zone. All land westward of this line shall be in the 170 mph ultimate wind design wind zone.

SECTION 2. 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 3. This ordinance is and the same shall become effective immediately upon final passage hereof.

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. 24-001 was duly advertised by title only in the St. Lucie News Tribune on XXXX; 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, March 18, 2024; and was duly introduced, read by title only, and passed on second and final reading on Monday, April 1, 2024, 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.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SHAUN COSS, ASSISTANT DIRECTOR OF BUILDING

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: AMEND ORDINANCE PROVIDING LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE

CAO RLS FILE: RLS 24-01

DATE: FEBRUARY 1, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance. Such has been uploaded to Agenda Quick in a Track Changes version. A Clean Copy version has also been uploaded.

The Clean Copy version is approved as to form and correctness. Please make sure Exhibit A is attached to the Ordinance when placed on the City Commission Agenda.

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

Thank you.
SH/mm

BOAF MODEL ADMINISTRATIVE CODE CHAPTER 1 FOR THE 8th Edition (2023) FLORIDA BUILDING CODE

Approved by the BOAF Board of Directors

4/28/2023

Amended and adopted by the City of Fort Pierce, Florida

Ordinance 24-001

April 1, 2024

BOAF Model Administrative Code – 8th Edition (2023)

The Building Officials Association of Florida is proud to present this model document for use by its members as a tool to facilitate the uniform and consistent application of local amendments to the administrative provisions of the Florida Building Code. Every effort has been made to present the amendments in mandatory language format. The language that is shaded represents those text revisions approved by the BOAF Board of Directors.

Copyright Notice

ALL RIGHTS RESERVED. The BOAF Model Administrative Code contains substantial material owned and copyrighted by International Code Council. The ICC has granted a non-exclusive license to the Florida Department of Business and Professional Regulation to make the Florida Building Code available. This material is made available through the BOAF web site in order that members may have a tool for the integration of administrative provisions from the Florida Building Code and the 2021 International Building Code.

Reproduction and use of those portions of the code containing ICC copyrighted material is limited by agreement with the State of Florida. Reproduction and distribution of ICC copyrighted material by private individuals, including, without limitation, electronic, optical, mechanical or any other means whatsoever, is expressly prohibited without the express written consent of ICC.

TRADEMARKS. "ICC" and the "ICC" logo are trademarks of the International Code Council, Incorporated.

CHAPTER 1
SCOPE AND ADMINISTRATION

PART 1—SCOPE AND APPLICATION
SECTION 101
GENERAL

101.1 Title. These regulations shall be known as the *Florida Building Code,* hereinafter referred to as "this code."

101.2 Scope. The provisions of this code shall apply to the construction, *alteration*, relocation, enlargement, replacement, *repair*, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures.

Exceptions:
1. Detached one-and two-family *dwellings* and multiple single-family *dwellings (townhouses)* not more than three *stories above grade plane* in height with a separate *means of egress*, and their accessory structures not more than three *stories above grade plane* in height, shall comply with this Code or the *Florida Building Code, Residential*.
2. Code requirements that address snow loads and earthquake protection shall not be utilized or enforced.

101.2.1 Appendices. Provisions in the appendices shall not apply unless specifically adopted herein, Florida Building Code, Building, Appendices J and K; Florida Building Code, Residential, Appendices M, P, Q and W; Florida Building Code, Plumbing, Appendices C and E.

101.2.2 Residential construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

101.3 Intent. The purpose of this code is to establish the minimum requirements to provide a reasonable level of safety, public health and general welfare through structural strength, *means of egress* facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide a reasonable level of safety to fire fighters and emergency responders during emergency operations.

101.3.1 Quality control. Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

101.3.2 Warranty and Liability. The permitting, plan review or inspection of any building, system or plan by this jurisdiction, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. This jurisdiction shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

101.4 Referenced codes. The other codes listed in Sections 101.4.1 through 101.4.9 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

101.4.1 Gas. The provisions of the *Florida Building Code, Fuel Gas* shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

101.4.2 Mechanical. The provisions of the *Florida Building Code, Mechanical* shall apply to the installation, *alterations*, *repairs* and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems,

incinerators and other energy related systems.

101.4.3 Plumbing. The provisions of the *Florida Building Code, Plumbing* shall apply to the installation, *alteration*, *repair* and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

101.4.4 Property maintenance. The provisions of the *International Property Maintenance Code* shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators and occupants; and occupancy of existing premises and structures as amended and codified as the "Fort Pierce Property Maintenance Ordinance", City of Fort Pierce, Florida, Code of Ordinances, Section 103-338.

101.4.5 Fire prevention. For provisions related to fire prevention, refer to the *Florida Fire Prevention Code*. The *Florida Fire Prevention Code* shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, *repair, alteration* or removal of fire suppression, *automatic sprinkler systems* and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

101.4.6 Energy. The provisions of the *Florida Building Code, Energy Conservation* shall apply to all matters governing the design and construction of buildings for energy efficiency.

101.4.7 Existing buildings. The provisions of the *Florida Building Code, Existing Building* shall apply to matters governing the *repair*, *alteration*, change of occupancy, *addition* to and relocation of existing buildings.

101.4.8 Accessibility. For provisions related to accessibility, refer to the *Florida Building Code, Accessibility.*

101.4.9 Manufactured buildings. For additional administrative and special code requirements, see Section 458, *Florida Building Code, Building*, and Rule 61-41 F.A.C.

SECTION 102
APPLICABILITY

102.1 General. Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

102.1.1 *The Florida Building Code* does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the *Florida Building Cod*e. Additionally, a local code enforcement agency may not administer or enforce the *Florida Building Code, Building* to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

102.2 Building. The provisions of the *Florida Building Code* shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility or floating residential structure, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the *Florida Building Code, Existing Building*. The following buildings, structures and facilities are exempt from the *Florida Building Code* as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.
(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms.
(d) Temporary buildings or sheds used exclusively for construction purposes.
(e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Sections 553.501-553.513, *Florida Statutes*) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. *Permit*s shall be required for structural support and tie-down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.
(f) Those structures or facilities of electric utilities, as defined in Section 366.02, *Florida Statutes*, whichare directly involved in the generation, transmission, or distribution of electricity.
(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.
(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other nonwood features.
(i) Family mausoleums not exceeding 250 square feet (23 m^2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.
(k) A building or structure having less than 1,000 square feet (93 m^2) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure:
    1. Is not rented or leased or used as a principal residence;
    2. Is not located within the 100-year flood plain according to the Federal Emergency Management Agency's current Flood Insurance Rate Map; and
    3. Is not connected to an off-site electric power or water supply.
(l) A drone port as defined in s. 330.41(2).

102.2.1 In addition to the requirements of Sections 553.79 and 553.80, *Florida Statutes*, facilities subject to the provisions of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, *Florida Statutes*, and Part II of Chapter 400, *Florida Statutes*, and the certification requirements of the federal government.

102.2.2 Residential buildings or structures moved into or within a county or municipality shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:
1. The building or structure is structurally sound and in occupiable condition for its intended use;
2. The occupancy use classification for the building or structure is not changed as a result of the move;
3. The building is not substantially remodeled;
4. Current fire code requirements for ingress and egress are met;
5. Electrical, gas and plumbing systems meet thecodes in force at the time of construction and are operational and safe for reconnection; and
6. Foundation plans are sealed by a professional engineer or architect licensed to practice in this state, if required by the *Florida Building Code, Building* for all residential buildings or structures of the same occupancy class.

102.2.3 The *building official* shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

102.2.4 This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned

buildings and boilers.

102.2.5 Each enforcement district or local enforcement agency shall be governed by a board, the composition of which shall be determined by the affected localities.

1. At its own option, each enforcement district or local enforcement agency may adopt rules granting to the owner of a single-family residence one or more exemptions from the *Florida Building Code* relating to:
   a. Addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition, alteration or repair shall not exceed 1,000 square feet (93 m^2) or the square footage of the primary structure, whichever is less.
   b. Addition, alteration, or repairs by a nonowner within a specific cost limitation set by rule, provided the total cost shall not exceed $5,000 within any 12-month period.
   c. Building plans review and inspection fees.
2. However, the exemptions under subparagraph 1 do not apply to single-family residences that are located in mapped *flood hazard areas*, as defined in the code, unless the enforcement district or local enforcement agency has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.
3. Each code exemption, as defined in sub-subparagraphs 1a, 1b, and 1c shall be certified to the local board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of the enforcement district or local enforcement agency implementing it.

102.2.6 This section does not apply to swings and other playground equipment accessory to a one- or two-family dwelling.

> **Exception:** Electrical service to such playground equipment shall be in accordance with Chapter 27 of this code.

102.3 Application of references. References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

102.4 Referenced codes and standards. The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.4.1 and 102.4.2.

102.4.1 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

102.4.2 Provisions in referenced codes and standards. Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Section 101.4, the provisions of this code or the Florida Codes listed in Section 101.4, as applicable, shall take precedence over the provisions in the referenced code or standard.

102.5 Partial invalidity. In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

102.6 Existing structures. The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Building Code, Existing Building, International Property Maintenance Code*, the *Florida Fire Prevention Code*, and the Fort Pierce Property Maintenance Ordinance.

102.6.1 Buildings not previously occupied. A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the *Florida Building Code, Building* or *Florida Building Code, Residential*, as applicable, for new construction or with any current *permit* for such occupancy.

102.6.2 Buildings previously occupied. The legal occupancy of any building existing on the date of adoption of this

code shall be permitted to continue without change, except as otherwise specifically provided in this code, the *Florida Fire Prevention Code, International Property Maintenance Code*, Fort Pierce Property Maintenance Ordinance, or as is deemed necessary by the *building official* for the general safety and welfare of the occupants and the public.

102.7 Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.
(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the *Florida Building Code* (on or after March 1, 2002), the wind speed map of the *Florida Building Code* shall be applicable.
(3) A relocated building shall comply with the *flood hazard area* requirements of the new location, if applicable.

102.8 Existing mechanical equipment. An agency or local government may not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the *Florida Building Code* except during reroofing when the equipment is being replaced or moved and is not in compliance with the provisions of the *Florida Building Code* relating to roof-mounted mechanical units.

PART 2—ADMINISTRATION AND ENFORCEMENT
SECTION 103
DEPARTMENT OF BUILDING SAFETY

103.1 Creation of enforcement agency. The Department of Building Safety is hereby created and the official in charge thereof shall be known as the *building official*.

103.2 Appointment. The *building official* shall be appointed by the chief appointing authority of the jurisdiction.

103.3 Deputies. In accordance with the prescribed procedures of this jurisdiction and with the concurrence of the appointing authority, the *building official* shall have the authority to appoint a deputy *building official*, the related technical officers, inspectors, plan examiners and other employees. Such employees shall have powers as delegated by the *building official*.

SECTION 104
DUTIES AND POWERS OF BUILDING OFFICIAL

104.1 General. The *building official* is hereby authorized and directed to enforce the provisions of this code. The *building official* shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

104.2 Applications and *permits*. The *building official* shall receive applications, review *construction documents* and issue *permits* for the erection, and *alteration*, demolition and moving of buildings and structures, inspect the premises for which such *permits* have been issued and enforce compliance with the provisions of this code.

104.2.1 Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas. For applications for reconstruction, rehabilitation, *repair*, *alteration*, *addition* or other improvement of existing buildings or structures located in *flood hazard areas*, the *building official* shall determine if the proposed work constitutes substantial improvement or *repair* of *substantial damage*. Where the *building official* determines that the proposed work constitutes *substantial improvement* or *repair* of *substantial damage*, and where required by this code, the *building official* shall require the building to meet the requirements of Section 1612 or R322 of the Florida Building Code, Residential, as applicable.

104.3 Notices and orders. The *building official* shall issue all necessary notices or orders to ensure compliance with this code.

104.4 Inspections. The *building official* shall make all of the required inspections, or the *building official* shall have the authority to accept reports of inspection by *approved agencies* or individuals. Reports of such inspections shall be in writing and be certified by a responsible officer of such *approved agency* or by the responsible individual. The *building official* is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the appointing authority.

104.5 Identification. The *building official* shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

104.6 Right of entry. Where it is necessary to make an inspection to enforce the provisions of this code, or where the *building official* has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the *building official* is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the *building official* shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the *building official* shall have recourse to the remedies provided by law to secure entry.

104.7 Department records. The *building official* shall keep official records of applications received, *permits* and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per FS 119.

104.8 Liability. The *building official*, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other pertinent law or ordinance, shall not thereby be civilly or criminally rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.8.1 Legal defense. Any suit or criminal complaint instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representatives of the jurisdiction until the final termination of the proceedings. The *building official* or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

104.9 Approved materials and equipment. Materials, equipment and devices *approved* by the *building official* shall be constructed and installed in accordance with such approval.

104.9.1 Used materials and equipment. The use of used materials that meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless *approved* by the *building official*.

104.10 Modifications. Wherever there are practical difficulties involved in carrying out the provisions of this code, the *building official* shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the *building official* shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this

code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety.

104.10.1 Flood hazard areas. The *building official* shall coordinate with the floodplain administrator to review requests submitted to the *building official* that seek approval to modify the strict application of the flood resistant construction requirements of the *Florida Building Code* to determine whether such requests require the granting of a variance pursuant to Section 117.

104.11 Alternative materials, design and methods of construction and equipment. The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been *approved*. An alternative material, design or method of construction shall be *approved* where the *building official* finds that the proposed alternative meets all of the following:

1. The alternative material, design or method of construction is satisfactory and complies with the intent of the provisions of this code,
2. The material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code as it pertains to the following:
    2.1. Quality.
    2.2. Strength.
    2.3. Effectiveness.
    2.4. *Fire resistance*.
    2.5. Durability.
    2.6. Safety.

Where the alternative material, design or method of construction is not *approved*, the *building official* shall respond in writing, stating the reasons why the alternative was not *approved*.

104.11.1 Research reports. Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from *approved* sources.

104.11.2 Tests. Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the *building official* shall have the authority to require tests as evidence of compliance to be made at no expense to the jurisdiction. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the *building official* shall approve the testing procedures. Tests shall be performed by an *approved agency*. Reports of such tests shall be retained by the *building official* for the period required for retention of public records.

104.12 Requirements not covered by code. Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the *building official.*

SECTION 105
PERMITS

105.1 Required. Any *owner* or owner's authorized agent who intends to construct, enlarge, alter, *repair*, move, demolish or change the occupancy of a building or structure, or to erect, install, enlarge, alter, *repair*, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be performed, shall first make application to the *building official* and obtain the required *permit*.

105.1.1 Annual facility *permit*. In lieu of an individual *permit* for each *alteration* to an existing electrical, gas, mechanical, plumbing or interior nonstructural office system(s), the *building official* is authorized to issue an

annual *permit* for any occupancy to facilitate routine or emergency service, repair, refurbishing, minor renovations of service systems or manufacturing equipment installations/relocations. The *building official* shall be notified of major changes and shall retain the right to make inspections at the facility site as deemed necessary. An annual facility *permit* shall be assessed with an annual fee and shall be valid for one year from date of issuance. A separate *permit* shall be obtained for each facility and for each construction trade, as applicable. The *permit* application shall contain a general description of the parameters of work intended to be performed during the year.

105.1.2 Annual Facility *permit* records. The person to whom an annual *permit* is issued shall keep a detailed record of *alterations* made under such annual *permit*. The *building official* shall have access to such records at all times or such records shall be filed with the *building official* as designated.
105.1.3 Food *permit.* In accordance with Section 500.12, *Florida Statutes*, a food *permit* from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

105.1.4 Public swimming pool. The local enforcing agency may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating *permit* pursuant to Section 514.031, *Florida Statutes*. A certificate of completion or occupancy may not be issued until such operating *permit* is issued. The local enforcing agency shall conduct their review of the building *permit* application upon filing and in accordance with Chapter 553, *Florida Statutes*. The local enforcing agency may confer with the Department of Health, if necessary, but may not delay the building *permit* application review while awaiting comment from the Department of Health.

105.2 Work exempt from *permit*. Exemptions from *permit* requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction, to include work in any special *flood hazard area*. Exemptions granted under this section do not relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the *local floodplain management ordinance*. *Permits* shall not be required for the following:

Building:
1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet (11 m2).
2. Fences not over 7 feet (1829 mm) high, accessory to detached one- and two-family *dwelling(s).*
3. Oil derricks.
4. Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids, accessory to detached one- and two-family *dwelling(s).*
5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18 925 L) and the ratio of height to diameter or width does not exceed 2:1.
6. Dog runs or similar enclosures less than 120 square feet when not used as a fence to enclose the property.
7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work, except work which would alter the configuration of floor space.
8. Temporary motion picture, television and theater stage sets and scenery.
9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches (610 mm) deep, do not exceed 5,000 gallons (18 925 L) and are installed entirely above ground.
10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.
11. Shade cloth structures, temporary shade structures or tents accessory to detached one- and two-family *dwelling(s).*
12. Swings and other playground equipment accessory to detached one- and two-family *dwelling(s)* except for the electrical service.
13. Window *awnings* supported by an *exterior wall* that do not project more than 54 inches (1372 mm) from the *exterior wall* and do not require additional support, of Groups R-3 and U occupancies.
14. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Electrical:
Repairs and maintenance: Minor repair work, including the replacement of lamps or the connection of *approved* portable electrical equipment to *approved* permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions, but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A *permit* shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

Gas:
1. Portable heating appliance.
2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

Mechanical:
1. Portable heating appliance.
2. Portable ventilation equipment.
3. Portable cooling unit.
4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.
5. Replacement of any part that does not alter its approval or make it unsafe.
6. Portable evaporative cooler.
7. Self-contained refrigeration system containing 10 pounds (4.54 kg) or less of refrigerant and actuated by motors of 1 horsepower (0.75 kW) or less.
8. The installation, replacement, removal or metering of any load management control device.

Plumbing:
1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a *permit* shall be obtained and inspection made as pro- vided in this code.
2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

105.2.1 Emergency repairs. Where equipment replacements and repairs must be performed in an emergency situation, the *permit* application shall be submitted within the next working business day to the *building official*.

105.2.2 Minor repairs. Ordinary minor repairs may be made with the approval of the *building official* without a *permit*, provided the repairs do not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required *means of egress*, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include *addition* to, *alteration* of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

105.2.3 Public service agencies. A *permit* shall not be required for the installation, *alteration* or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

105.3 Application for *permit.* To obtain a *permit*, the applicant shall first file an application therefor in writing on a form furnished by the building department for that purpose.

Permit application forms shall be in the format prescribed by a local administrative board, if applicable, and must comply with the requirements of Sections 713.135(5) and (6), *Florida Statutes*.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building *permit* for which an application is submitted prior to the effective date of the *Florida Building Code*, the state minimum building code in effect in the permitting jurisdiction on the date of the application governs the permitted work for the life of the *permit* and any extension granted to the *permit.*

Effective October 1, 2017, a local enforcement agency shall post each type of building *permit* application on its website. Completed applications must be able to be submitted electronically to the appropriate building department. Accepted methods of electronic submission include, but are not limited to, e-mail submission of applications in portable document format or submission of applications through an electronic fill-in form available on the building department's website or through a third-party submission management software. Payments, attachments, or drawings required as part of the application may be submitted in person in a nonelectronic format, at the discretion of the *building official*.

105.3.1 Action on application. The *building official* shall examine or cause to be examined applications for *permits* and amendments thereto within a reasonable time after filing. If the application or the *construction documents* do not conform to the requirements of pertinent laws, the *building official* shall reject such application in writing, stating the reasons therefor. If the *building official* is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the *building official* shall issue a *permit* therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for *permits*, the *building official* shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

105.3.1.1 If a state university, Florida college or public school district elects to use a local government's code enforcement offices, fees charged by counties and municipalities for enforcement of the *Florida Building Code* on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

105.3.1.2 No *permit* may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such *permit* provides to the enforcing agency which issues the *permit* any of the following documents which apply to the construction for which the *permit* is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, *Florida Statutes*:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.
2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 *Florida Statutes*, may design a new fire protection system of 49 or fewer sprinklers; may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of 249 or fewer sprinklers and the addition of up to 49 sprinklers, as long as the cumulative total number of fire sprinklers being added, relocated, or deleted does not exceed 249, notwithstanding the size of the existing fire sprinkler system; or may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation or deletion of 249 or fewer sprinklers, notwithstanding the size of the existing fire sprinkler system, if there is no change of occupancy of the affected areas, as defined in this Code and the Florida Fire Prevention Code, and there is no change in the water demand as defined in NFPA 13, "Standard for the Installation of Sprinkler Systems," and if the occupancy hazard classification as defined in NFPA 13 is reduced or remains the same as a result of the alteration.
3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one-, two-, three-, or four-family structure.
   An air-conditioning system may be designed by an installing air-conditioning contractor certified under

Chapter 489, *Florida Statutes*, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

Example 1: When a space has two 10-ton systems with each having an independent duct system, the contractor may design these two systems since each unit (system) is less than 15 tons.

Example 2: Consider a small single-story office building which consists of six individual offices where each office has a single three-ton package air conditioning heat pump. The six heat pumps are connected to a single water cooling tower. The cost of the entire heating, ventilation and air-conditioning work is $47,000 and the office building accommodates fewer than 100 persons. Because the six mechanical units are connected to a common water tower, this is considered to be an 18-ton system.

Note: It was further clarified by the Commission that the limiting criteria of 100 persons and $125,000 apply to the building occupancy load and the cost for the total air-conditioning system of the building.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.

Exception:
Simplified permitting processes.
(1) As used in this section, the term:
(a) "Component" means valves, fire sprinklers, escutcheons, hangers, compressors, or any other item deemed acceptable by the local enforcing agency. For purposes of this paragraph, a valve does not include pressure-regulating, pressure-reducing, or pressure-control valves.

(b) “Contractor” means a person who:
1. Is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under part II of chapter 489, Florida Statutes; or
2. Is qualified to engage in the business of fire protection system contracting pursuant to a license or certificate issued by the State Fire Marshal.

(c) “Fire alarm system project” means a fire alarm system alteration of a total of 20 or fewer initiating devices and notification devices, or the installation or replacement of a fire communicator connected to an existing fire alarm control panel in an existing commercial, residential, apartment, cooperative, or condominium building.
(d) "Fire sprinkler system project" means a fire protection system alteration of a total of 20 or fewer fire sprinklers in which the sprinklers are of the same K-factor and located in spaces where there is no change of hazard classification or increased system coverage area, or the installation or replacement of an equivalent fire sprinkler system component in an existing commercial, residential, apartment, cooperative, or condominium building. For purposes of this paragraph, a component is equivalent if the component has the same or better characteristics, including electrical, hydraulic, pressure losses, and required listings and spacing as the component being replaced.

(2)(a) A local enforcement agency may require a contractor, as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project, to submit a completed application and payment.
(b) A local enforcement agency may not require a contractor to submit plans or specifications as a condition of obtaining a *permit* for a fire alarm system project or fire sprinkler system project.
(3) A local enforcement agency must issue a *permit* for a fire alarm system project or fire sprinkler system project in person or electronically.

(4) A local enforcement agency must require at least one inspection of a fire alarm system project or fire sprinkler system project to ensure compliance with applicable codes and standards. If a fire alarm system project or fire sprinkler system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(5) (a) For a fire sprinkler alarm system project, a contractor must keep a copy of the plans and specifications at the fire alarm system project worksite and make such plans and specifications available to the inspector at each inspection.

(b) For a fire sprinkler system project to alter an existing fire protection system, a contractor must keep a copy of the plans and specifications at the fire sprinkler system project worksite and make such plans and specifications available to the inspector at each inspection.

(c) For a fire sprinkler system project to install or replace a component, a contractor must keep a copy of the manufacturer's installation instructions and any pertinent testing instructions needed to certify or accept the component at the fire sprinkler system project worksite and make such documents available to the inspector at each inspection.

5. Electrical documents. See *Florida Statutes* 471.003(2)(h). Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over $125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system;
   Note: It was further clarified by the Commission that the limiting factor of 240 volt or over is required to be designed by an Engineer. Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, *Florida Statutes*.
6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, *Florida Statutes*.

105.3.1.3 Reviewing application for building permit.

1. When reviewing an application for a building *permit,* a local government may not request additional information from the applicant more than three times, unless the applicant waives such limitation in writing.
2. If a local government requests additional information from an applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 15 days after receiving such information:
   a. Determine if the application is properly completed;
   b. Approve the application;
   c. Approve the application with conditions;
   d. Deny the application; or
   e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
3. If a local government makes a second request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information:
   a. Determine if the application is properly completed;
   b. Approve the application;
   c. Approve the application with conditions;
   d. Deny the application; or
   e. Advise the applicant of information, if any, that is needed to deem the application properly completed or to determine the sufficiency of the application.
4. Before a third request for additional information may be made, the applicant must be offered an opportunity to meet with the local government to attempt to resolve outstanding issues. If a local government makes a third request for additional information from the applicant and the applicant submits the requested additional information to the local government within 30 days after receiving the request, the local government must, within 10 days after receiving such information unless the applicant waived the local government's limitation in

writing, determine that the application is complete and:
   a. Approve the application;
   b. Approve the application with conditions; or
   c. Deny the application.
5. If the applicant believes the request for additional information is not authorized by ordinance, rule, statute, or other legal authority, the local government, at the applicant's request, must process the application and either approve the application, approve the application with conditions, or deny the application.

105.3.2 Time limitation of application. An application for a *permit* for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such application has been pursued in good faith or a *permit* has been issued; except that the *building official* is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

105.3.3 An enforcing authority may not issue a building *permit* for any building construction, erection, alteration, modification, repair or addition unless the *permit* either includes on its face or there is attached to the *permit* the following statement: "NOTICE: In addition to the requirements of this *permit*, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional *permits* required from other governmental entities such as water management districts, state agencies, or federal agencies."

105.3.4 A building *permit* for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the *permit* application fails to satisfy the *Florida Building Code* or the enforcing agency's laws or ordinances.

105.3.5 Identification of minimum premium policy. Except as otherwise provided in Chapter 440, *Florida Statutes*, Workers' Compensation, every employer shall, as a condition to receiving a building *permit,* show proof that it has secured compensation for its employees as provided in Sections 440.10 and 440.38, *Florida Statutes*.

105.3.6 Asbestos removal. Moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building *permit* application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a *permit* under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

105.3.7 Applicable Code for Manufactured Buildings. Manufacturers should be permitted to complete all buildings designed and *approved* prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for *permit*, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

105.3.8 A local government may not require a contract between a builder and an owner for the issuance of a

building *permit* or as a requirement for the submission of a building *permit* application.

105.3. 9 Public right of way. A *permit* shall not be given by the *building official* for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way *permit* from the authority having jurisdiction over the street, alley or public lane.

105.4 Conditions of the *permit*. The issuance or granting of a *permit* shall not be construed to be a *permit* for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. *Permits* presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a *permit* based on *construction documents* and other data shall not prevent the *building official* from requiring the correction of errors in the *construction documents* and other data. The *building official* is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinance of this jurisdiction.

105.4.1 *Permit* intent. A *permit* issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a *permit* prevent the *building official* from thereafter requiring a correction of errors in plans, construction or violations of this code. Every *permit* issued shall become invalid unless the work authorized by such *permit* is commenced within 6 months after its issuance, or if the work authorized by such *permit* is suspended or abandoned for a period of 6 months after the time the work is commenced.

105.4.1.1 If work has commenced and the *permit* is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new *permit* covering the proposed construction shall be obtained before proceeding with the work.

105.4.1.2 If a new *permit* is not obtained within 180 days from the date the initial *permit* became null and void, the *building official* is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new *permit* may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial *permit* became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new *permit*.

105.4.1.3 Work shall be considered to be in active progress when the *permit* has received an *approved* inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

105.4.1.4 The fee for renewal reissuance and extension of a *permit* shall be set forth by the administrative authority.

105.4.1.5 After the local enforcing agency issues a permit, the local enforcing agency may not make or require any substantive changes to the plans or specifications except changes required for compliance with the Florida Building Code, the Florida Fire Prevention Code, or the Life Safety Code, or local amendments thereto. If a local enforcing agency makes or requires substantive changes to the plans or specifications after a permit is issued, the local enforcing agency must identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide the information to the permitholder in writing.

105.5 Expiration. Every *permit* issued shall become invalid unless the work on the site authorized by such *permit* is commenced within 180 days after its issuance, or if the work authorized on the site by such *permit* holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The *building official* is

authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the *building official.*

105.5.1 Additional options for closing a *permit*. Pursuant to Section 553.79(15), Florida Statutes, a property owner, regardless of whether the property owner is the one listed on the application for the building *permit,* may close a building *permit* by complying with the following requirements:

1. The property owner may retain the original contractor listed on the permit or hire a different contractor appropriately licensed in this state to perform the work necessary to satisfy the conditions of the permit and to obtain any necessary inspection in order to close the *permit*. If a contractor other than the original contractor listed on the *permit* is hired by the property owner to close the *permit*, such contractor is not liable for any defects in the work performed by the original contractor and is only liable for the work that he or she performs.
2. The property owner may assume the role of an owner- builder, in accordance with Sections 489.103(7) and 489.503(6), *Florida Statutes*.
3. If a building *permit* is expired and its requirements have been substantially completed, as determined by the local enforcement agency, the *permit* may be closed without having to obtain a new building *permit*, and the work required to close the *permit* may be done pursuant to the building code in effect at the time the local enforcement agency received the application for the *permit*, unless the contractor has sought and received approval from the local enforcement agency for an alternative material, design or method of construction.
4. A local enforcement agency may close a building *permit* 6 years after the issuance of the *permit*, even in the absence of a final inspection, if the local enforcement agency determines that no apparent safety hazard exists.

   For purposes of this section, the term "close" means that the requirements of the *permit* have been satisfied.

105.5.2 For the purposes of this subsection, a *closed permit* shall mean a *permit* for which all requirements for completion have been satisfied or a *permit* that has been administratively closed by the *building official.*

105.5.3 For the purposes of this subsection, an *open permit* shall mean a *permit* that has not satisfied all requirements for completion as defined in 105.5.1.1.

105.6 Denial or revocation. Whenever a *permit* required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the local enforcing agency to be not in compliance with the *Florida Building Code,* the local enforcing agency shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the *permit* applicant. If the local building code administrator or inspector finds that the plans are not in compliance with the *Florida Building Code,* the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the *permit* applicant.

105.6.1 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building *permit* to; issue a notice of violation to; or fine, penalize, sanction or assess fees against an arm's-length purchaser of a property for value solely because a building *permit* applied for by a previous owner of the property was not closed. The local enforcement agency shall maintain all rights and remedies against the property owner and contractor listed on the *permit*.

105.6.2 Pursuant to Section 553.79(16), Florida Statutes, a local enforcement agency may not deny issuance of a building*permit* to a contractor solely because the contractor is listed on other building *permits* that were not closed. A local enforcement agency has the authority to deny a new *permit* application from an applicant for other reasons.

105.7 Placement of *permit.* The building *permit* or copy shall be kept on the site of the work until the completion of the project.

105.8 Notice of commencement. In accordance with Section 713.135, *Florida Statutes,* when any person applies for a building *permit,* the authority issuing such *permit* shall print on the face of each *permit* card in no less than 14-point, capitalized, boldfaced type: "WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT."

105.9 Asbestos. The enforcing agency shall require each building *permit* for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner's or operator's responsibility to comply with the provisions of Section 469.003, *Florida Statutes*, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

105.10 Certificate of protective treatment for prevention of termites. A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the *permit* is issued to and another copy for the building *permit* files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

105.11 Notice of termite protection. A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

105.12 Work starting before *permit* issuance. Upon approval of the *building official*, the scope of work delineated in the building *permit* application and plan may be started prior to the final approval and issuance of the *permit*, provided any work completed is entirely at risk of the *permit* applicant and the work does not proceed past the first required inspection.

105.13 Phased *permit* approval. After submittal of the appropriate *construction documents*, the *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted. Corrections may be required to meet the requirements of the technical codes.

105.14 *Permit* issued on basis of an affidavit. Whenever a *permit* is issued in reliance upon an affidavit or whenever the work to be covered by a *permit* involves installation under conditions which, in the opinion of the *building official*, are hazardous or complex, the *building official* shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the *permit*, provide copies of inspection reports as inspections are performed, and upon completion make and file with the *building official* written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the *building official*. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes,* and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes.*

105.14.1 Affidavits in flood hazard areas. *Permit* issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the *Florida Building Code* and the *building official* shall review an inspect those requirements.

105.15 Opening protection. When any activity requiring a building *permit,* not including roof covering

replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single-family detached residential structure that is located in the wind-borne debris region as defined in this code and that has an insured value of $750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or more; opening protections as required within this code or *Florida Building Code, Residential* for new construction shall be provided.

Exception: Where defined wind-borne debris regions have not changed, **s**ingle family detached residential structures permitted subject to the *Florida Building Code* are not required to comply with this section.

105.16 Inspection of existing residential building not impacted by construction.

(a) A local enforcing agency, and any local building code administrator, inspector, or other official or entity, may not require as a condition of issuance of a one- or two-family residential building *permit* the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought.

(b) This subsection does not apply to a building *permit* sought for:
1. A substantial improvement as defined in s. 161.54, *Florida Statutes* or as defined in the *Florida Building Code*.
2. A change of occupancy as defined in the *Florida Building Code*.
3. A conversion from residential to nonresidential or mixed use pursuant to s. 553.507(2)(a), *Florida Statutes* or as defined in the *Florida Building Code*.
4. A historic building as defined in the *Florida Building Code*.

(c) This subsection does not prohibit a local enforcing agency, or any local building code administrator, inspector, or other official or entity, from:
1. Citing any violation inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).
2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the *permit* is sought in accordance with the prohibition in paragraph (a).
3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).
4. Inspecting any portion of a building, structure, or real property pursuant to an inspection warrant issued in accordance with ss. 933.20-933.30, *Florida Statutes*.

105.17 Streamlined low-voltage alarm system installation permitting.

(1) As used in this section, the term:
(a) "Contractor" means a person who is qualified to engage in the business of electrical or alarm system contracting pursuant to a certificate or registration issued by the department under Part II of Chapter 489, *Florida Statutes*.
(b) "Low-voltage alarm system project" means a project related to the installation, maintenance, inspection, replacement, or service of a new or existing alarm system, as defined in s. 489.505, *Florida Statutes*, including video cameras and closed-circuit television systems used to signal or detect a burglary, fire, robbery, or medical emergency, that is hardwired and operating at low voltage, as defined in the *National Electrical Code* Standard 70, Current Edition, or a new or existing low-voltage electric fence. The term also includes ancillary components or equipment attached to a low-voltage alarm system, or low-voltage electric fence, including, but not limited to, home-automation equipment, thermostats, closed-circuit television systems, access controls, battery recharging devices, and video cameras.
(c) "Low-voltage electric fence" means an alarm system, as defined in s. 489.505, that consists of a fence structure and an energizer powered by a commercial storage battery not exceeding 12 volts which produces an electric charge upon contact with the fence structure.

(d) "Wireless alarm system" means a burglar alarm system or smoke detector that is not hardwired.

(2) Notwithstanding any provision of this code, this section applies to all low-voltage alarm system projects for which a *permit* is required by a local enforcement agency. However, a *permit* is not required to install, maintain, inspect, replace, or service a wireless alarm system, including any ancillary components or equipment attached to the system.

(3) A low-voltage electric fence must meet all of the following requirements to be permitted as a low-voltage alarm system project and no further *permit* shall be required for the low-voltage alarm system project other than as provided in this section:

(a) The electric charge produced by the fence upon contact must not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electrotechnical Commission Standard No. 60335-2-76, Current Edition.

(b) A nonelectric fence or wall must completely enclose the low-voltage electric fence. The low- voltage electric fence may be up to 2 feet higher than the perimeter nonelectric fence or wall.

(c) The low-voltage electric fence must be identified using warning signs attached to the fence at intervals of not more than 60 feet.

(d) The low-voltage electric fence shall not be installed in an area zoned exclusively for single- family or multi-family residential use.

(e) The low-voltage electric fence shall not enclose the portions of a property which are used for residential purposes.

(4) This section does not apply to the installation or replacement of a fire alarm if a plan review is required.

(5) A local enforcement agency shall make uniform basic *permit* labels available for purchase by a contractor to be used for the installation or replacement of a new or existing alarm system at a cost as indicated in s. 553.793, *Florida Statutes*. The local enforcement agency may not require the payment of any additional fees, charges, or expenses associated with the installation or replacement of a new or existing alarm.

(a) A local enforcement agency may not require a contractor, as a condition of purchasing a label, to submit information other than identification information of the licensee and proof of registration or certification as a contractor.

(b) A label is valid for 1 year after the date of purchase and may only be used within the jurisdiction of the local enforcement agency that issued the label. A contractor may purchase labels in bulk for one or more unspecified current or future projects.

(6) A contractor shall post an unused uniform basic *permit* label in a conspicuous place on the premises of the low-voltage alarm system project site before commencing work on the project.

(7) A contractor is not required to notify the local enforcement agency before commencing work on a low-voltage alarm system project. However, a contractor must submit a Uniform Notice of a Low-Voltage Alarm System Project as provided under subsection (7) to the local enforcement agency within 14 days after completing the project. A local enforcement agency may take disciplinary action against a contractor who fails to timely submit a Uniform Notice of a Low-Voltage Alarm System Project.

(8) The Uniform Notice of a Low-Voltage Alarm System Project may be submitted electronically or by facsimile if all submissions are signed by the owner, tenant, contractor, or authorized representative of such persons. The Uniform Notice of a Low-Voltage Alarm System Project shall be in the format prescribed by the local enforcement agency and must comply with the requirements of s. 553.793(7), *Florida Statutes*.

(9) A local enforcement agency may coordinate directly with the owner or customer to inspect a low-voltage alarm system to ensure compliance with applicable codes and standards. If a low-voltage alarm system project fails an inspection, the contractor must take corrective action as necessary to pass inspection.

(10) A municipality, county, district, or other entity of local government may not adopt or maintain in effect any ordinance or rule regarding a low-voltage alarm system project that is inconsistent with this section.

(11) A uniform basic *permit* label shall not be required for the subsequent maintenance, inspection, or service of an alarm system that was permitted in accordance with this section.

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, *Florida Statutes*.

SECTION 106
FLOOR AND ROOF DESIGN LOADS

106.1 Live loads posted. In commercial or industrial buildings, for each floor or portion thereof designed for *live*

loads exceeding 50 psf (2.40 kN/m^2), such design *live loads* shall be conspicuously posted by the owner or the owner's authorized agent in that part of each *story* in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

106.2 Issuance of certificate of occupancy. A certificate of occupancy required by Section 111 shall not be issued until the floor load signs, required by Section 106.1, have been installed.

106.3 Restrictions on loading. It shall be unlawful to place, or cause or *permit* to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

SECTION 107
SUBMITTAL DOCUMENTS

107.1 General. Submittal documents consisting of *construction documents*, statement of *special inspections*, geotechnical report and other data shall be submitted with each *permit* application in accordance with Florida Statute 553.79. The *construction documents* shall be prepared by a *registered design professional* where required by Chapter 471, *Florida Statutes* & 61G15 Florida Administrative Code or Chapter 481, *Florida Statutes* & 61G1 Florida Administrative Code. Where special conditions exist, the *building official* is authorized to require additional *construction documents* to be prepared by a *registered design professional*.

> **Exception:** The *building official* is authorized to waive the submission of *construction documents* and other data not required to be prepared by a *registered design professional* if it is found that the nature of the work applied for is such that review of *construction documents* is not necessary to obtain compliance with this code.

107.2 Construction documents. *Construction documents* shall be in accordance with Sections 107.2.1 through 107.2.6.

107.2.1 Information on construction documents. *Construction documents* shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted where *approved* by the *building official*. *Construction documents* shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the *building official*. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

107.2.2 Fire protection system shop drawings. Shop drawings for the *fire protection system(s)* shall be submit- ted to indicate conformance to this code and the *construction documents* and shall be *approved* prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in Chapter 9.

107.2.3 Means of egress. The *construction documents* shall show in sufficient detail the location, construction, size and character of all portions of the *means of egress* including the path of the *exit discharge* to the *public way* in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the *construction documents* shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

107.2.4 Exterior wall envelope. *Construction documents* for all buildings shall describe the *exterior wall envelope* in sufficient detail to determine compliance with this code. The *construction documents* shall provide details of the *exterior wall envelope* as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The *construction documents* shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the *construction documents* maintain the weather resistance of the *exterior wall envelope*. The supporting documentation shall fully describe

107.2.5 Exterior balcony and elevated walking surfaces. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain or irrigation, and the structural framing is protected by an impervious moisture barrier, the construction documents shall include details for all elements of the impervious moisture barrier system. The construction documents shall include manufacturer's installation instructions.

107.2.6 Site plan. The *construction documents* submitted with the application for *permit* shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from *lot lines*, the established street grades and the proposed finished grades and, as applicable, *flood hazard areas*, *floodways*, and *design flood elevations*; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The *building official* is authorized to waive or modify the requirement for a site plan where the application for *permit* is for *alteration* or *repair* or where other- wise warranted.

107.2.6.1 Design flood elevations. Where *design flood elevations* are not specified, they shall be established in accordance with Section 1612.3.1.

107.2.6.2 For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the *building official* or a duly authorized representative, as required by the *Florida Building Code*.

107.2.7 Structural information. The *construction documents* shall provide the information specified in Section 1603.

107.3 Examination of documents. The *building official* shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), *Florida Statutes*, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to Rule 61-41.009, *Florida Administrative Code*, shall be sufficient for local *permit* application documents of record for the modular building portion of the permitted project.
2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the *building official,* from review of plans and inspections, providing the appropriate licensed design and inspection professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

107.3.1 Approval of construction documents. When the *building official* issues a *permit*, the *construction documents* shall be *approved*, in writing or by stamp, as "Reviewed for Code Compliance." One set of *construction documents* so reviewed shall be retained by the *building official*. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the *building official* or a duly authorized representative.

107.3.2 Previous approvals. This code shall not require changes in the *construction documents*, construction or designated occupancy of a structure for which a lawful *permit* has been heretofore issued or otherwise law- fully

authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

107.3.3 Phased approval. The *building official* is authorized to issue a *permit* for the construction of foundations or any other part of a building or structure before the *construction documents* for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such *permit* for the foundation or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a *permit* for the entire structure will be granted.

107.3.4 Design professional in responsible charge. Where it is required that documents be prepared by a *registered design professional*, the *building official* shall be authorized to require the *owner* or the owner's authorized agent to engage and designate on the building *permit* application a *registered design professional* who shall act as the *registered design professional in responsible charge*. If the circumstances require, the owner or the owner's authorized agent shall designate a successor *registered design professional in responsible charge* who shall perform the duties required of the original *registered design professional in responsible charge*. The *building official* shall be notified in writing by the *owner* or owner's authorized agent if the *registered design professional in responsible charge* is changed or is unable to continue to perform the duties. Successor *registered design professional in responsible charge* licensed under Chapter 471 Florida Statutes shall comply with Section 471.025(4) Florida Statute and the procedure set forth in 61G15-27.001 Florida Administrative Code; or licensed under Chapter 481 Florida Statutes shall comply with Section 481.221(6) Florida Statute and the procedure set forth in 61G1-18.002 Florida Administrative Code.

The *registered design professional in responsible charge* shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

107.3.4.1 Deferred submittals. For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the *building official.*

Deferral of any submittal items shall have the prior approval of the *building official*. The *registered design professional in responsible charge* shall list the deferred submittals on the *construction documents* for review by the *building official*.

Documents for deferred submittal items shall besubmitted to the *registered design professional in responsible charge* who shall review them and forward them to the *building official* with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been *approved* by the *building official*.

107.3.4.2 Certifications by contractors authorized under the provisions of Section 489.115(4)(b), *Florida Statutes*, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, *Florida Statutes*, or Chapter 481, *Florida Statutes,* by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind- resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one- and two-family dwellings. Local enforcement agencies may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, *Florida Statutes*.

107.3.5 Minimum plan review criteria for buildings. The examination of the documents by the *building official* shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration and building envelope penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building:

1. Site requirements:
   Parking
   Fire access
   Vehicle loading
   Driving/turning radius
   Fire hydrant/water supply/post indicator valve (PIV)
   Set back/separation (assumed property lines)
   Location of specific tanks, water lines and sewer lines
   Flood hazard areas, flood zones, and *design flood elevations*
2. Occupancy group and special occupancy requirements shall be determined (with cross check with the energy code submittal).
3. Minimum type of construction shall be determined (see Table 503).
4. Fire-resistant construction requirements shall include the following components:
   Fire-resistant separations
   Fire-resistant protection for type of construction
   Protection of openings and penetrations of rated walls
   Fireblocking and *draftstopping* and calculated fire resistance
5. Fire suppression systems shall include:
   Early warning smoke evacuation systems
   Schematic fire sprinklers
   Standpipes
   Pre-engineered systems
   Riser diagram.
6. Life safety systems shall be determined and shall include the following requirements:
   Occupant load and egress capacities
   Early warning
   Smoke control
   Stair pressurization
   Systems schematic
7. Occupancy load/egress requirements shall include:
   Occupancy load
   Gross
   Net
   Means of egress
   Exit access
   Exit
   Exit discharge
   Stairs construction/geometry and protection
   Doors
   Emergency lighting and exit signs
   Specific occupancy requirements
   Construction requirements
   Horizontal exits/exit passageways
8. Structural requirements shall include:
   Soil conditions/analysis
   Termite protection
   Design loads
   Wind requirements
   Building envelope
   Impact resistant coverings or systems
   Structural calculations (if required)
   Foundation
   Flood requirements in accordance with Section 1612, including lowest floor elevations, enclosures, flood damage- resistant materials
   Wall systems Floor systems

Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:
   Wood
   Steel
   Aluminum
   Concrete
   Plastic
   Glass
   Masonry
   Gypsum board and plaster Insulating (mechanical)
   Roofing
   Insulation
   Building envelope portions of the Energy Code (including calculation and mandatory requirements)
10. Accessibility requirements shall include the following:
    Site requirements
    Accessible route
    Vertical accessibility
    Toilet and bathing facilities
    Drinking fountains
    Equipment
    Special occupancy requirements
    Fair housing requirements
11. Interior requirements shall include the following:
    Interior finishes (flame spread/smoke development)
    Light and ventilation (including corresponding portion of the energy code)
    Sanitation
12. Special systems:
    Elevators
    Escalators
    Lifts
13. Swimming pools:
    Barrier requirements
    Spas
    Wading pools
14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical:

1. Electrical:
   Wiring
   Services
   Feeders and branch circuits
   Overcurrent protection
   Grounding
   Wiring methods and materials
   GFCIs
   Electrical portions of the Energy Code (including calculation and mandatory requirements)
2. Equipment
3. Special occupancies
4. Emergency systems
5. Communication systems
6. Low voltage
7. Load calculations

8. *Design flood elevation*

Plumbing:

1. Minimum plumbing facilities
2. Fixture requirements
3. Water supply piping
4. Sanitary drainage
5. Water heaters
6. Vents
7. Roof drainage
8. Back flow prevention
9. Irrigation
10. Location of water supply line
11. Grease traps
12. Environmental requirements
13. Plumbing riser
14. *Design flood elevation*
15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical:

1. Mechanical portions of the Energy calculations
2. Exhaust systems:
   Clothes dryer exhaust
   Kitchen equipment exhaust
   Specialty exhaust systems
3. Equipment
4. Equipment location
5. Make-up air
6. Roof-mounted equipment
7. Duct systems
8. Ventilation
9. Combustion air
10. Chimneys, fireplaces and vents
11. Appliances
12. Boilers
13. Refrigeration
14. Bathroom ventilation
15. Laboratory
16. *Design flood elevation*
17. Smoke and/or Fire Dampers

Gas:

1. Gas piping
2. Venting
3. Combustion air
4. Chimneys and vents
5. Appliances
6. Type of gas
7. Fireplaces
8. LP tank location
9. Riser diagram/shutoffs
10. *Design flood elevation*
11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition:

1. Asbestos removal

Residential (one- and two-family):

1. Site requirements:
   Set back/separation (assumed property lines)
   Location of septic tanks (if applicable)
   Drainage plan prepared by a registered design professional
2. Fire-resistant construction (if required)
3. Fire
4. Smoke and/or carbon monoxide alarm/detector locations
5. Egress:
   Egress window size and location stairs construction requirements
6. Structural requirements shall include:
   Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)
   Termite protection
   Design loads
   Wind requirements
   Building envelope
   Foundation
   Wall systems
   Floor systems
   Roof systems
   Flood hazard areas, flood zones, *design flood elevations*, lowest floor elevations, enclosures, equipment, and flood damage- resistant materials
7. Accessibility requirements:
   Show/identify
   Accessible bath
8. Impact resistant coverings or systems
9. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing:

1. Site requirements
   Setback/separation (assumed property lines)
   Location of septic tanks (if applicable)
   Drainage plan prepared by a registered design professional
2. Structural
   Wind zone
   Flood
   Anchoring
   Blocking
3. Plumbing
   List potable water source and meter size (if applicable)
4. Mechanical
   Exhaust systems
   Clothes dryer exhaust
   Kitchen equipment exhaust
5. Electrical exterior disconnect location

Exemptions: Plans examination by the *building official* shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.
2. Reroofs
3. Minor electrical, plumbing and mechanical repairs
4. Annual maintenance *permits*
5. Prototype plans:
   Except for local site adaptions, siding, foundations and/or modifications.
   Except for structures that require waiver.

6. Manufactured buildings plan except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing.

107.4 Amended construction documents. Work shall be installed in accordance with the *approved construction documents*, and any changes made during construction that are not in compliance with the *approved construction documents* shall be resubmitted for approval as an amended set of *construction documents*.

107.5 Retention of construction documents. One set of *approved construction documents* shall be retained by the *building official* for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

107.6 Affidavits. The *building official* may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The *building official* may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the *building official* copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the *building official* relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The *building official* shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, *Florida Statutes*, and that any person con- ducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes*.

107.6.1 Building *permits* issued in flood hazard areas on the basis of an affidavit. Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the *building official* to issue *permits*, to rely on inspections, and to accept plans and *construction documents* on the basis of affidavits and plans submitted pursuant to Sections 105.14 and 107.6, shall not extend to the flood load and flood-resistance construction requirements of the *Florida Building Code.*

107.6.2 Affidavits Provided Pursuant to Section 553.791, Florida Statutes. For a building or structure in a *flood hazard area*, the *building official* shall review any affidavit certifying compliance with the flood load and flood-resistant construction requirements of the Florida Building Code.

107.7 If the local building code administrator or inspector finds that the plans are not in compliance with the Florida Building Code, the local building code administrator or inspector shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the local enforcing agency. If the building code administrator, plans examiner, or inspector requests another local enforcing agency employee or a person contracted by the local enforcing agency to review the plans and that employee or person identifies specific plan features that do not comply with the applicable codes, the building code administrator, plans examiner, or inspector must provide this information to the local enforcing agency. The local enforcing agency shall provide this information to the permit applicant.

SECTION 108
TEMPORARY STRUCTURES AND USES

108.1 General. The *building official* is authorized to issue a *permit* for temporary structures and temporary uses. Such *permits* shall be limited as to time of service, but shall not be permitted for more than 180 days. The *building official* is authorized to grant extensions for demonstrated cause.
108.2 Conformance. Temporary structures and uses shall comply with the requirements in Section 3103.

108.3 Temporary power. The *building official* is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in NFPA 70.

108.4 Termination of approval. The *building official* is authorized to terminate such *permit* for a temporary structure or use and to order the temporary structure or use to be discontinued.

SECTION 109
FEES

109.1 Payment of fees. A *permit* shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a *permit* be released until the additional fee, if any, has been paid.

109.2 Schedule of *permit* fees. On buildings, structures, electrical, gas, mechanical, and plumbing systems or *alterations* requiring a *permit*, a fee for each *permit* shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

109.2.1 Types of Fees Enumerated. Fees may be charged for but not limited to the following:

1. *Permits*;
2. Plans examination;
3. Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
4. Re-inspections;
5. Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
6. Variance requests;
7. Administrative appeals;
8. Violations; and
9. Other fees as established by local resolution or ordinance.

109.3 Building permit valuations. The applicant for a *permit* shall provide an estimated *permit* value at time of application. *Permit* valuations shall include total value of work, including materials and labor, for which the *permit* is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the *building official*, the valuation is underestimated on the application, the *permit* shall be denied, unless the applicant can show detailed estimates to meet the approval of the *building official*. Final building *permit* valuation shall be set by the *building official*.

109.4 Work commencing before *permit* issuance. Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary *permits* or without prior approval from the *building official* as permitted in Section 105.2.2 or 105.12 shall be subject to a fee established by the *building official* that shall be in addition to the required *permit* fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (3) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The building official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

109.5 Related fees. The payment of the fee for the construction, *alteration*, removal or demolition for work done in connection to or concurrently with the work authorized by a building *permit* shall not relieve the applicant or holder of the *permit* from the payment of other fees that are prescribed by law.

109.6 Refunds. The *building official* is authorized to establish a refund policy.

SECTION 110
INSPECTIONS

110.1 General. Construction or work for which a *permit* is required shall be subject to inspection by the *building official* and such construction or work shall remain exposed and provided with access for inspection purposes until *approved*. Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the *owner* or the owner's authorized agent to cause the work to remain exposed and provided with access for inspection purposes. The building official shall be permitted to require a boundary line survey prepared by a Florida licensed professional surveyor and mapper whenever the boundary lines cannot be readily determined in the field. Neither the *building official* nor the jurisdiction shall be liable for expense entailed in the removal or replacement of any material required to allow inspection.

110.1.1 Manufacturers and fabricators. When deemed necessary by the *building official*, he/she shall make, or cause to be made, an inspection of materials or assemblies at the point of manufacture or fabrication. A record shall be made of every such examination and inspection and of all violations of the technical codes.

110.1.2 Inspection service. The *building official* may make, or cause to be made, the inspections required by Section 110. He or she may accept reports of department inspectors, independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the *building official*. The *building official* shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statues; or licensed under Chapter 471 or 481 Florida Statutes.

110.2 Preliminary inspection. Before issuing a *permit*, the *building official* is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

110.3 Required inspections. The *building official* upon notification from the *permit* holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the *permit* holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The *building official* shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

Building

1. Foundation inspection. To be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:
   Stem-wall
   Monolithic slab-on-grade
   Piling/pile caps
   Footers/grade beams
   1.1. Slab Inspection: Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.
   1.2. A foundation/form board survey prepared and certified by a Florida licensed professional surveyor and mapper, shall be submitted and be approved prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site once approved.
   1.3. In *flood hazard areas*, upon placement of the lowest floor, including basement, and prior to further

vertical construction, the elevation certification shall be submitted to the *building official*.

2. Framing inspection. To be made after the roof, all framing, *fireblocking* and bracing is in place, all concealing wiring, all pipes, chimneys, ducts and vents are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved* and shall at a minimuminclude the following building components:
   Window/door framing
   Window U-factor/SHGC (as indicated on *approved* energy calculations)
   Vertical cells/columns
   Lintel/tie beams
   Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
   Draftstopping/fireblocking
   Curtain wall framing
   Energy insulation (Insulation R-factor as indicated on *approved* energy calculations)
   Accessibility
   Verify rough opening dimensions are within tolerances.
   Window/door buck attachment
   2.1 Insulation Inspection: To be made after the framing inspection is *approved* and the insulation is in place, according to *approved* energy calculation submittal. Includes wall and ceiling insulation.
   2.2 Lath and gypsum board inspection for fire-resistance rated or shear assemblies. Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before ant plastering is applied or gypsum board joints and fasteners are taped and finished.
3. Sheathing inspection. To be made either as part of a dry-in inspection or done separately at the request of the contractor after all roof and wall sheathing and fasteners are complete and shall at a minimum include the following building components:
   Roof sheathing
   Wall sheathing
   Continuous air barrier
   Exterior siding/cladding
   Sheathing fasteners
   Roof/wall dry-in
   Sheathing fasteners installed and found to be missing the structural member (shiners) shall be removed and properly reinstalled prior to installation of the dry-in material.
4. Exterior wall coverings. Shall at a minimum include the following building components in progress inspections:
   Exterior wall coverings and veneers
   Soffit coverings
5. Roofing inspection. Shall at a minimum be made in at least two inspections and include the following building components:
   Dry-in
   Insulation
   Roof coverings (including In Progress as necessary)
   Insulation on roof deck (according to submitted energy calculation)
   Flashing
   5.1 Re-roof sheathing inspection. An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners as required by the Existing Building Code may be accepted at the discretion of the *building official.*
6. Final inspection. To be made after the building is completed and ready for occupancy.
   6.1. In *flood hazard areas*, as part of the final inspection, a final certification of the lowest floor elevation or the elevation to which a building is dry floodproofed, as applicable, shall be submitted to the authority having jurisdiction.
7. Swimming pool inspection. First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete.
   1. Steel reinforcement inspection
   2. Underground electric inspection
   3. Underground piping inspection including a pressure test.

4. Underground electric inspection under deck area (including the equipotential bonding)
5. Underground piping inspection under deck area
6. Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
7. Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
8. Final pool piping
9. Final Electrical inspection
10. Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.
    In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17 of this code.

8. Demolition inspections. All utility connections shall be disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.
   Final inspection to be made after all demolition work is completed, all concrete/asphalt has been removed, accessory structures have been removed, and the entire property has been graded and sodded.
9. Manufactured building inspections. The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility cross- overs; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the *Florida Building Code*. Additional inspections may be required for public educational facilities (see Section 453.27.20 of this code).
10. Where impact-resistant coverings or impact-resistant systems are installed, the *building official* shall schedule adequate inspections of impact- resistant coverings or impact-resistant systems to determine the following:
    The system indicated on the plans was installed.
    The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Electrical

1. Underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and prior to the installation of wall or ceiling membranes.
3. Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.
4. Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

Plumbing

1. Underground inspection. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing is in place and all soil, waste and vent piping is complete, and prior to this installation of wall or ceiling membranes.
   Includes plumbing provisions of the energy code and *approved* energy calculation provisions.
3. Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.
   Note: See Section 312 of the *Florida Building Code, Plumbing* for required tests.

Mechanical

1. Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.
2. Rough-in inspection. To be made after the roof, framing, *fireblocking* and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.
   Includes mechanical provisions of the energy code and *approved* energy calculation provisions.
3. Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

Gas

1. Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

Includes gas provisions of the energy code and *approved* energy calculation provisions.

2. Final piping inspection. To be made after all piping authorized by the *permit* has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.
3. Final inspection. To be made on all new gas work authorized by the *permit* and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

Site Debris

1. The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.
2. All debris shall be kept in such a manner as to prevent it from being spread by any means.

110.3.1 Footing and foundation inspection.
Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

110.3.2 Concrete slab and under-floor inspection. Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

110.3.3 Lowest floor elevation. In *flood hazard areas*, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in Section 1612.4 of the Florida Building Code, Building and Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official*.

110.3.4 Frame inspection. Framing inspections shall be made after the roof deck or sheathing, all framing, *fireblocking* and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are *approved*.

110.3.5 Lath, gypsum board and gypsum panel product inspection. Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

> **Exception:** Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

110.3.6 Weather-exposed balcony and walking surface waterproofing. Where balcony or other elevated walking surfaces are exposed to water from direct or blowing rain or irrigation, and the structural framing is protected by an impervious moisture barrier, all elements of the impervious-moisture-barrier system shall not beconcealed until inspected and *approved*.

110.3.7 Fire and smoke-resistant penetrations. Protection of joints and penetrations in *fire-resistance- rated* assemblies, *smoke barriers* and smoke partitions shall not be concealed from view until inspected and *approved*.

110.3.8 Energy efficiency inspections. Inspections shall be made to determine compliance with *FBC, Energy Conservation* and confirm with the *approved* energy code submittal (by appropriate trade) and corresponding mandatory requirements and shall include, but not be limited to, inspections for: corresponding envelope insulation R- and U-values, fenestration U-value, and Solar Heat Gain Coefficient, duct system R-value, and HVAC,

lighting, electrical and water-heating equipment efficiency.

110.3.9 Other inspections. In addition to the inspections specified in Sections 110.3 through 110.3.8, the *building official* is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

110.3.10 Special inspections. Reserved.

110.3.11 Final inspection. The final inspection shall be made after all work required by the building *permit* is completed.

110.3.11.1 Flood hazard documentation.
If located in a *flood hazard area*, documentation as required in Section 1612.5 of the Florida Building Code, Building; or Section R322 of the Florida Building Code, Residential, shall be submitted to the *building official* prior to the final inspection.

110.3.11.2 Commercial Energy Code documentation. If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

110.3.11.3 Residential Energy Code documentation. If required by energy code path submittal (R405), confirmation that the envelope and duct test requirements shall be received by *building official*.

110.3.12 Termites. Building components and building surroundings required to be protected from termite damage in accordance with Section 1503.7, Section 2304.12.9 or Section 2304.12.4, specifically required to be inspected for termites in accordance with Section 2114, or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the *building official* has been received.

110.3.13 Impact-resistant coverings or systems. Where impact-resistant coverings or systems are installed to meet requirements of this code, the *building official* shall schedule adequate inspections of impact-resistant coverings or systems to determine the following:
1. The system indicated on the plans was installed.
2. The system is installed in accordance with the manufacturer's installation instructions and the product approval.

110.4 Inspection agencies. The *building official* is authorized to accept reports of *approved* inspection agencies, provided such agencies satisfy the requirements as to qualifications and reliability.

110.5 Inspection requests. It shall be the duty of the holder of the building *permit* or their duly authorized agent to notify the *building official* when work is ready for inspection. It shall be the duty of the *permit* holder to provide access to and means for inspections of such work that are required by this code.

110.6 Approval required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the *building official*. The *building official*, upon notification, shall make the requested inspections and shall either indicate the portion of the construction that is satisfactory as completed, or notify the *permit* holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the *building official*.

110.7 Shoring. For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer prior to any required mandatory inspections by the threshold building inspector.

110.8 Threshold building.

110.8.1 During new construction or during repair or restoration projects in which the structural system or structural loading of a building is being modified, the enforcing agency shall require a special inspector to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building *permit* for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the *building official*, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

110.8.2 The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy,occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under s. 553.71(7), *Florida Statutes* may designate such building as a threshold building, subject to more than the minimum number of inspections required by the *Florida Building Code*.

110.8.3 The fee owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, *Florida Statutes*, as an engineer or under Chapter 481, *Florida Statutes*, as an architect.

110.8.4 Each enforcement agency shall require that, on every threshold building:

110.8.4.1 The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: "To the best of my knowledge and belief, the above described construction of all structural load- bearing components complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

110.8.4.2 Any proposal to install an alternate structural product or system to which building codes apply be submitted to the enforcement agency for review for compliance with the codes and made part of the enforcement agency's recorded set of *permit* documents.

110.8.4.3 All shoring and reshoring procedures, plans and details be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

110.8.4.4 All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as deter- mined by the local authority in accordance with this section and Chapter 633, *Florida Statutes.*

110.8.5 No enforcing agency may issue a building *permit* for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), *Florida Statutes*, or to a licensed building contractor, as defined in Section 489.105(3)(b), *Florida Statutes*, within the scope of her or his license. The named contractor to whom the building *permit* is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building *permit* was issued.

110.8.6 The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, *Florida Statutes*, without duplicative inspection by the building department. The *building official* is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, *Florida Statutes,* or certified as a special inspector under Chapter 471 or 481, *Florida Statutes*. Inspections of threshold buildings required by Section 553.79(5), *Florida Statutes*, are in addition to the minimum inspections required by this code.

110.9 Mandatory structural inspections for condominium and cooperative buildings.

110.9.1 General. The Legislature finds that maintaining the structural integrity of a building throughout the life of the building is of paramount importance in order to ensure that buildings are structurally sound so as to not pose a threat to the public health, safety, or welfare. As such, the Legislature finds that the imposition of a statewide structural inspection program for aging condominium and cooperative buildings in this state is necessary to ensure that such buildings are safe for continued use.

110.9.2. As used in this section, the terms:

(a) "Milestone inspection" means a structural inspection of a building, including an inspection of load-bearing elements and the primary structural members and primary structural systems as those terms are defined in s. 627.706, Florida Statutes, by an architect licensed under chapter 481or engineer licensed under chapter 471authorized to practice in this state for the purposes of attesting to the life safety and adequacy of the structural components of the building and, to the extent reasonably possible, determining the general structural condition of the building as it affects the safety of such building, including a determination of any necessary maintenance, repair, or replacement of any structural component of the building. The purpose of such inspection is not to determine if the condition of an existing building is in compliance with the Florida Building Code or the firesafety code. The milestone inspection services may be provided by a team of professionals with an architect or engineer acting as a registered design professional in responsible charge with all work and reports signed and sealed by the appropriate qualified team member.

(b) "Substantial structural deterioration" means substantial structural distress or substantial structural weakness that negatively affects a building's general structural condition and integrity. The term does not include surface imperfections such as cracks, distortion, sagging, deflections, misalignment, signs of leakage, or peeling of finishes unless the licensed engineer or architect performing the phase one or phase two inspection determines that such surface imperfections are a sign of substantial structural deterioration.

110.9.3. (a) An owner or owners of a building that is three stories or more in height as determined by the Florida Building Code and that is subject, in whole or in part, to the condominium or cooperative form of ownership as a residential condominium under chapter 718, Florida Statutes, or a residential cooperative under chapter 719, Florida Statutes, must have a milestone inspection performed by December 31 of the year in which the building reaches 30 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter. If a building reached 30 years of age before July 1, 2022, the building's initial milestone inspection must be performed before December 31, 2024. If a building reaches 30 years of age on or after July 1, 2022, and before December 31, 2024, the building's initial milestone inspection must be performed before December 31, 2025. If the date of issuance for the certificate of occupancy is not available, the date of issuance of the building's certificate of occupancy shall be the date of occupancy evidenced in any record of the local building official.

(b) The local enforcement agency may determine that local circumstances, including environmental conditions such as proximity to salt water as defined in s. 379.101, require that a milestone inspection must be performed by December 31 of the year in which the building reaches 25 years of age, based on the date the certificate of occupancy for the building was issued, and every 10 years thereafter.

(c) The local enforcement agency may extend the date by which a building's initial milestone inspection must be completed upon a showing of good cause by the owner or owners of the building that the inspection cannot be timely completed if the owner or owners have entered into a contract with an architect or engineer to perform the milestone inspection and the inspection cannot reasonably be completed before the deadline or other circumstance to justify an extension.

(d) The local enforcement agency may accept an inspection report prepared by a licensed engineer or architect for a structural integrity and condition inspection of a building performed before July 1, 2022, if the inspection and report substantially comply with the requirements of this section. Notwithstanding when such inspection was completed, the condominium or cooperative association must comply with the unit owner notice requirements in Section 110.9.9. The inspection for which an inspection report is accepted by the local enforcement agency under this paragraph is deemed a milestone inspection for the applicable requirements in chapters 718 and 719. If a previous inspection and report is accepted by the

local enforcement agency under this paragraph, the deadline for the building's subsequent 10-year milestone inspection is based on the date of the accepted previous inspection.

110.9.4. The milestone inspection report must be arranged by a condominium or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership. The condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership are each responsible for ensuring compliance with the requirements of this section. The condominium association or cooperative association is responsible for all costs associated with the milestone inspection attributable to the portions of a building which the association is responsible to maintain under the governing documents of the association. This section does not apply to a single-family, two-family, or three-family dwelling with three or fewer habitable stories above ground.

110.9.5. Upon determining that a building must have a milestone inspection, the local enforcement agency must provide written notice of such required inspection to the condominium association or cooperative association and any owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, as applicable, by certified mail, return receipt requested. The condominium or cooperative association must notify the unit owners of the required milestone inspection within 14 days after receipt of the written notice from the local enforcement agency and provide the date that the milestone inspection must be completed. Such notice may be given by electronic submission to unit owners who consent to receive notice by electronic submission or by posting on the association's website.

110.9.6. Phase one of the milestone inspection must be completed within 180 days after the owner or owners of the building receive the written notice under Section 110.9.5. For purposes of this section, completion of phase one of the milestone inspection means the licensed engineer or architect who performed the phase one inspection submitted the inspection report by e-mail, United States Postal Service, or commercial delivery service to the local enforcement agency.

110.9.7. A milestone inspection consists of two phases:

110.9.7.1. For phase one of the milestone inspection, a licensed architect or engineer authorized to practice in this state shall perform a visual examination of habitable and nonhabitable areas of a building, including the major structural components of a building, and provide a qualitative assessment of the structural conditions of the building. If the architect or engineer finds no signs of substantial structural deterioration to any building components under visual examination, phase two of the inspection, as provided in Section 110.9.7.2, is not required. An architect or engineer who completes a phase one milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.7.2. A phase two of the milestone inspection must be performed if any substantial structural deterioration is identified during phase one. A phase two inspection may involve destructive or nondestructive testing at the inspector's direction. The inspection may be as extensive or as limited as necessary to fully assess areas of structural distress in order to confirm that the building is structurally sound and safe for its intended use and to recommend a program for fully assessing and repairing distressed and damaged portions of the building. When determining testing locations, the inspector must give preference to locations that are the least disruptive and most easily repairable while still being representative of the structure. If a phase two inspection is required, within 180 days after submitting a phase one inspection report the architect or engineer performing the phase two inspection must submit a phase two progress report to the local enforcement agency with a timeline for completion of the phase two inspection. An inspector who completes a phase two milestone inspection shall prepare and submit an inspection report pursuant to Section 110.9.8.

110.9.8. Upon completion of a phase one or phase two milestone inspection, the architect or engineer who performed the inspection must submit a sealed copy of the inspection report with a separate summary of, at

minimum, the material findings and recommendations in the inspection report to the condominium association or cooperative association, to any other owner of any portion of the building which is not subject to the condominium or cooperative form of ownership, and to the *building official* of the local government which has jurisdiction. The inspection report must, at a minimum, meet all of the following criteria:

(a) Bear the seal and signature, or the electronic signature, of the licensed engineer or architect who performed the inspection.
(b) Indicate the manner and type of inspection forming the basis for the inspection report.
(c) Identify any substantial structural deterioration, within a reasonable professional probability based on the scope of the inspection, describe the extent of such deterioration, and identify any recommended repairs for such deterioration.
(d) State whether unsafe or dangerous conditions, as those terms are defined in the Florida Building Code, were observed.
(e) Recommend any remedial or preventive repair for any items that are damaged but are not substantial structural deterioration.
(f) Identify and describe any items requiring further inspection.

110.9.9. Within 45 days after receiving the applicable inspection report, the condominium or cooperative association must distribute a copy of the inspector-prepared summary of the inspection report to each condominium unit owner or cooperative unit owner, regardless of the findings or recommendations in the report, by United States mail or personal delivery at the mailing address, property address, or any other address of the owner provided to fulfill the association's notice requirements under chapter 718 or chapter 719, as applicable, and by electronic transmission to the e-mail address or facsimile number provided to fulfill the association's notice requirements to unit owners who previously consented to received notice by electronic transmission; must post a copy of the inspector-prepared summary in a conspicuous place on the condominium or cooperative property; and must publish the full report and inspector- prepared summary on the association's website, if the association is required to have a website.

110.9.10. A local enforcement agency may prescribe timelines and penalties with respect to compliance with this section.

110.9.11. A board of county commissioners or municipal governing body may adopt an ordinance requiring that a condominium or cooperative association and any other owner that is subject to this section schedule or commence repairs for substantial structural deterioration within a specified timeframe after the local enforcement agency receives a phase two inspection report; however, such repairs must be commenced within 365 days after receiving such report. If an owner of the building fails to submit proof to the local enforcement agency that repairs have been scheduled or have commenced for substantial structural deterioration identified in a phase two inspection report within the required timeframe, the local enforcement agency must review and determine if the building is unsafe for human occupancy.

SECTION 111
CERTIFICATE OF OCCUPANCY

111.1 Use and occupancy. A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the *building official* has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Exception: Certificates of occupancy are not required for work exempt from *permits* in accordance with Section 105.2.

111.2 Certificate issued. After the *building official* inspects the building or structure and does not find violations of the provisions of this code or other laws that are enforced by the department of building safety, the *building official* shall issue a certificate of occupancy that contains the following:

1. The building *permit* number.
2. The address of the structure.
3. The name and address of the *owner* or the owner's authorized agent.
4. A description of that portion of the structure for which the certificate is issued.
5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.
6. For buildings and structures in *flood hazard areas*, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the *building official*.
7. The name of the *building official*.
8. The edition of the code under which the *permit* was issued.
9. The use and occupancy, in accordance with the provisions of Chapter 3.
10. The type of construction as defined in Chapter 6.
11. The design *occupant load*.
12. If an *automatic sprinkler system* is provided, whether the sprinkler system is required.
13. Any special stipulations and conditions of the building *permit*.

111.3 Temporary occupancy. The *building official* is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the *permit*, provided that such portion or portions shall be occupied safely. The *building official* shall set a time period during which the temporary certificate of occupancy is valid.

111.4 Revocation. The *building official* is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

111.5 Certificate of completion. A certificate of completion is proof that a structure or system is complete and for certain types of *permits* is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a certificate of occupancy.

SECTION 112
SERVICE UTILITIES

112.1 Connection of service utilities. A person shall not make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a *permit* is required, until released by the *building official*.

112.2 Temporary connection. The *building official* shall have the authority to authorize the temporary connection of the building or system to the utility, source of energy, fuel or power.

112.3 Authority to disconnect service utilities. The *building official* shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Section 101.4 in case of emergency where necessary to eliminate an immediate hazard to life or property or where such utility connection has been made without the approval required by Section 112.1 or 112.2. The *building official* shall notify the serving utility, and wherever possible the *owner* and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the *owner* or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

SECTION 113
BOARD OF APPEALS
RESERVED

SECTION 114
VIOLATIONS

114.1 Unlawful acts. It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

114.2 Notice of violation. The *building official* is authorized to serve a notice of violation or order on the person responsible for the erection, construction, *alteration*, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a *permit* or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

114.3 Prosecution of violation. If the notice of violation is not complied with promptly, the *building official* is authorized to request the legal counsel of the jurisdiction to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

114.4 Violation penalties. Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the *approved construction documents* or directive of the *building official*, or of a *permit* or certificate issued under the provisions of this code, shall be subject to penalties as prescribed by law.

SECTION 115
STOP WORK ORDER

115.1 Authority. Where the *building official* finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the *building official* is authorized to issue a stop work order.

115.2 Issuance. The stop work order shall be in writing and shall be given to the *owner* of the property involved, the owner's authorized agent or the person performing the work. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

115.3 Unlawful continuance. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

SECTION 116
UNSAFE STRUCTURES AND EQUIPMENT

116.1 Conditions. The provisions of the Fort Pierce Property Maintenance Code shall apply to astructures and equipment that have been deemed unsafe by the *building official*.

SECTION 117
VARIANCES IN FLOOD HAZARD AREAS

117.1 Flood hazard areas. Pursuant to Section 553.73(5), *Florida Statutes*, the variance procedures adopted in the local flood plain management ordinance shall apply to requests submitted to the *building official* for variances to the provisions of Section 1612.4 of the *Florida Building Code, Building* or, as applicable, the provisions of Section R322 of the *Florida Building Code, Residential*. This section shall not apply to Section 3109 of the *Florida Building Code, Building*.

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/08/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/08/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost:	$121.44	
Order No:	9860802	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0062824	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, March 18, 2024 and Monday, April 1 2024 at 5:05 p.m., on first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 24-001 - AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103, DIVISION I, SECTION 103-24, SUBSECTION (a) TO PROVIDE FOR LOCAL ADMINISTRATIVE AMENDMENTS TO THE FLORIDA BUILDING CODE (FBC), 8TH EDITION (2023) IN THE CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
March 8 2024
LSAR0062824

City Commission Regular Meeting - 5:05 pm **12. d.**

Meeting Date: 04/01/2024

Re: Ubilla-Duque Holdings LLC Rezoning

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-004 providing for a Zoning Atlas Map Amendment by owner Ubilla-Duque Holdings, LLC., of one (1) parcel of land to change "Area 1" zoning classification from Commercial, General CG, to General Commercial, C-3, and "Area 2" zoning classification from Residential Multi-Familu (RM-11), to Residential High (R-5) generally located at 3307 S US Hwy 1 Fort Pierce, FL 34982. Parcel IDs: 2427-601-0050-000-7. SECOND READING

SUMMARY:

In accordance with Sections 125-37 and 125-133 of the City Code, the applicant is requesting the review and approval of "Area 1" rezoning from CG, Commercial, General to C-3, General Commercial, and "Area 2" rezoning from Residential Multi-Family (RM-11) to Residential High (R-5).

The property subject of this rezoning was presented to the City Commission on December 4, 2023, pursuant to Ordinance 23-053, and received approval for the annexation of +/- 3.72 Acres and for the Future Land Use of “AREA 1” to be designated General Commercial (GC) and “AREA 2” to be designated High Density Residential (RH). Due to a scrivener's error within the approved ordinance the property retained the existing County zoning districts when the property was annexed. Therefore, this ordinance proposes corrective action to rezone “AREA 1” from existing County zoning of Commercial, General (CG) to City zoning of General Commercial (C-3) and rezone “AREA 2” from the existing County zoning of Residential Multi-Family (RM-11) to City zoning of Residential High (R-5).

RECOMMENDATION:

The requested application for a Zoning Atlas Map Amendment meet the criteria specified in Section 125-136 of the City Code, the Comprehensive Plan and does not adversely affect the public health, safety, convenience and general welfare. Therefore, Staff recommends **APPROVAL** of the proposed "Area 1" rezoning from COM, Commercial, to C-3, General Commercial, and "Area 2" rezoning from RM-11, Residential Multi-Family to R-5, Residential High.

ALTERNATIVES:

- Approval with alternate conditions
- Denial

RESPONSIBLE STAFF:

Kerry C. Driver - Planner

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

24-003
Staff Presentation
Staff Report
Supporting Documents
Applicant File & Supporting Documents
Public Notice
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Kerry Driver	02/27/2024 01:04 PM
City Manager	Nick Mimms	02/29/2024 02:07 PM

Form Started By: Kerry Driver Started On: 01/30/2024 04:53 PM

Final Approval Date: 03/19/2024

ORDINANCE NO. 24-004

AN ORDINANE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **REZONING A TOTAL OF +/- 3.72 ACRES OF PROPERTY GENERALLY LOCATED AT OR NEAR 3307 S US HWY 1 IN ORDER TO REZONE +/-2.66 ACRES ("AREA 1") OF THE PROPERTY FROM COUNTY ZONING OF COMMERCIAL, GENERAL (CG) TO CITY ZONING OF GENERAL COMMERCIAL (C-3) AND TO REZONE +/- 1.05 ACRES ("AREA 2") OF THE PROPERTY FROM COUNTY ZONING OF RESIDENTIAL MULTI-FAMILY (RM-11) TO RESIDENTIAL HIGH (R-5);** PROVIDING FOR A SEVERABILTY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFILCT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is generally located at or near 3307 S. US Hwy 1 within the City of Fort Pierce, Florida, representing approximately 3.72 acres of land, more or less; and

WHEREAS, the total area of the property subject of this rezoning comprises +/- 3.72 acres and is delineated into two areas, "AREA 1" measures +/- 2.66 Acres, and "AREA 2" measures +/- 1.05 Acres, as described herein; 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 property subject of this rezoning was presented to City Commission on December 4, 2023 pursuant to Ordinance 23-053, and received approval for the annexation of +/- 3.72 Acres and for the Future Land Use of "AREA 1" to be designated General Commercial (GC) and "AREA 2" to be designated High Density Residential (RH); and

WHEREAS, the property retained the existing County zoning districts when the property was annexed: and

WHEREAS, the property owner has requested a rezoning of the subject property from County zoning to City zoning; and

WHEREAS, this ordinance proposes the rezoning of "AREA 1" from County zoning of Commercial, General (CG) to City zoning of General Commercial (C-3) and "AREA 2" to be rezoned from County zoning of Residential Multi-Family (RM-11) to City zoning of Residential High (R-5); and

WHEREAS, the City of Fort Pierce Planning Board, at their August 14, 2023, meeting voted 6 to 0 to recommend approval of the proposed requested rezoning.

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 descried properties are hereby rezoned as follows:

Parcel ID: 2427-601-0050-000-7

From and after the effective date hereof, the following property legally described as:

MARAVILLA GARDENS S/D-UNIT THREE- N 150 FT OF S 202.68 FT OF LOT 177-LESS US 1 AND LESS W 60FT-
"AREA 1"

Site: 2.656 Acres
LEGAL DESCRIPTION:
A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAT, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF LOT 177 OF UNIT THREE MARAVILLA GARDENS, A SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 62, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 150 FEET OF THE SOUTH 202.68 FEET OF SAID LOT 177.

EXCEPTING THEREFROM RIGHTS OF WAY TO FLORIDA POWER AND LIGHT COMPANY FOR AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE.

ALSO EXCEPTING THEREFROM, THE EAST 10 FEET THEREOF WHICH HAS BEEN DEEDED TO THE CITY OF FORT PIERCE, FOR THE LAYING AND MAINTAINING OF WATER MAINS AND OTHER UTILITIES, AND THE WEST 365.50 FEET THEREOF.

CONTAINING 2.656 ACRES, MORE OR LESS.

Zoning: C-3, General Commercial

"AREA 2"

Site: 1.052 Acres
LEGAL DESCRIPTION:
A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF LOT 177 OF UNIT THREE MARAVILLA GARDENS, A SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 62, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 305.50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE NORTH 150 FEET OF THE SOUTH 202.68 FEET OF LOT 177 OF UNIT THREE MARAVILLA GARDENS, A SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 62, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXCEPTING THEREFROM RIGHTS OF WAY TO FLORIDA POWER AND LIGHT COMPANY FOR AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE.

ALSO EXCEPTING THEREFROM, THE EAST 10 FEET THEREOF WHICH HAS BEEN DEEDED TO THE CITY OF FORT PIERCE, FOR THE LAYING AND MAINTAINING OF WATER MAINS AND OTHER UTILITIES, AND THE WEST 60 FEET THEREOF CONVEYED TO ST. LUCIE COUNTY, FLORIDA.

CONTAINING 1.052 ACRES, MORE OR LESS.

Zoning: R-5, Residential High

As depicted on Exhibit “A,” Exhibit “B” and Exhibit “C.”

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, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.24-004 was duly advertised accordance with section 163.3187, Florida Statues by display advertising St. Lucie News Tribune on Sunday, March 3, 2024; 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 **XXXX** on first reading by the City Commission of the City of Fort Pierce, Florida, on, March 18, 2024; and was duly introduced, read by title only, and **XXXX** on second and final reading April 1**,** 2024, 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 XX day of 2024.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
Linda W. Cox
City Clerk

(CITY SEAL)

EXHIBIT A
Proposed Zoning Atlas Map Amendment
(R-5) High Density Residential/(C-3) General Commercial

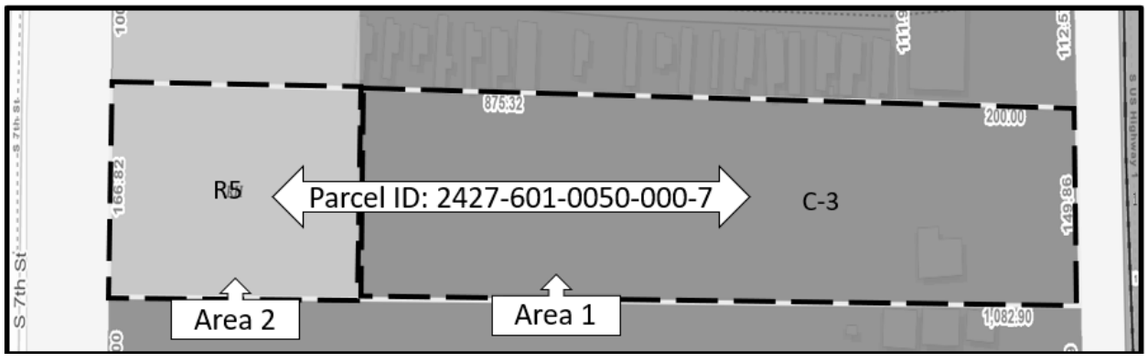
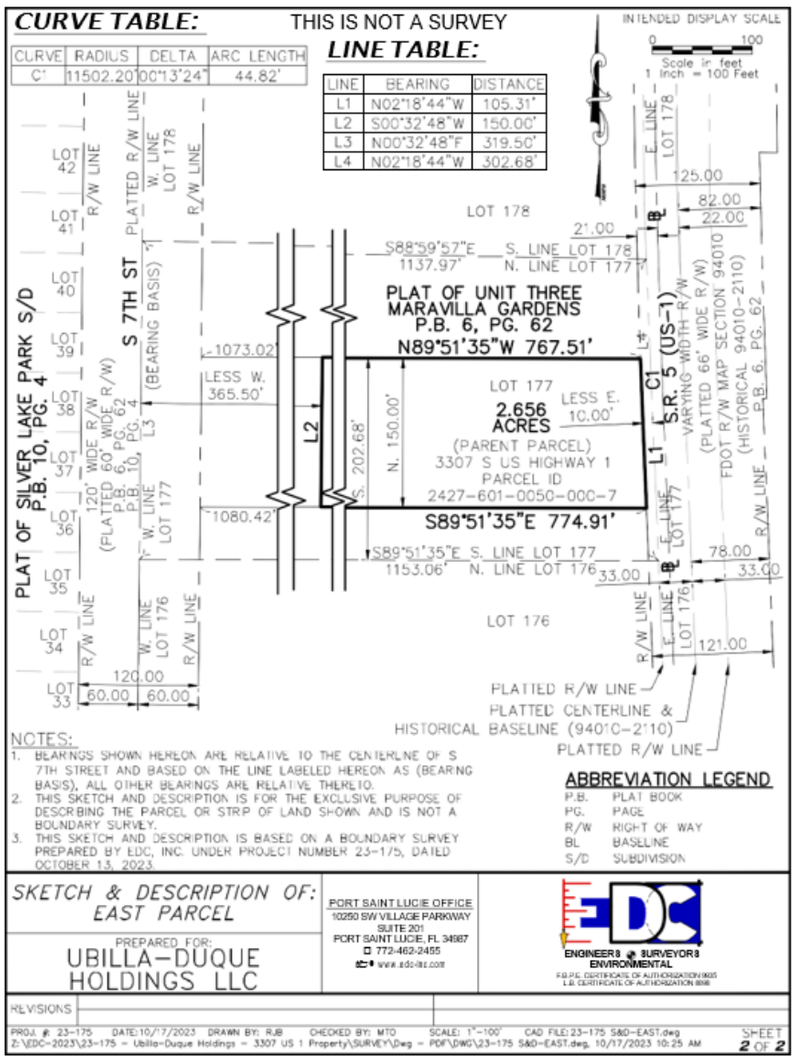


EXHIBIT B
Sketch and Legal Description

AREA 1

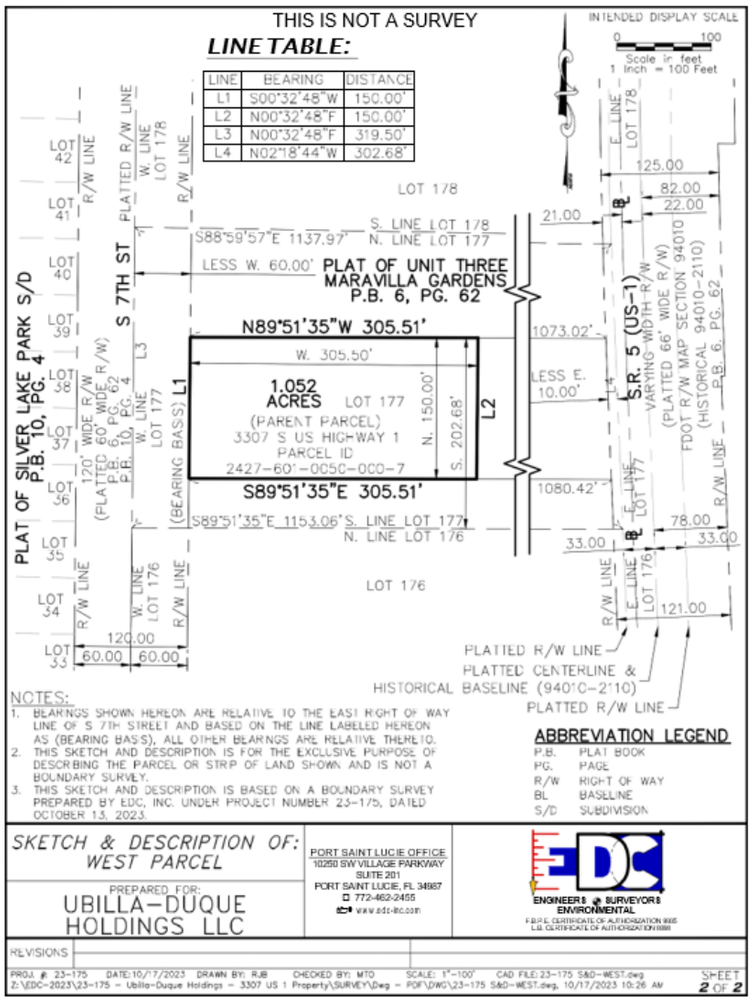


CURVE	RADIUS	DELTA	ARC LENGTH
C1	11502.20'	00°13'24"	44.82'

LINE	BEARING	DISTANCE
L1	N02°18'44"W	105.31'
L2	S00°32'48"W	150.00'
L3	N00°32'48"E	319.50'
L4	N02°18'44"W	302.68'

EXHIBIT C
Sketch and Legal Description

AREA 2



CITY OF FORT PIERCE

CITY COMMISSION

March 18th, 2024

Ubilla-Duque Holdings LLC– Zoning Atlas Map Amendment
At or near 3307 S. US Hwy 1

APPLICANT

Alejandro Toro

PROPERTY OWNER(S)

Ubilla-Duque Holdings, LLC

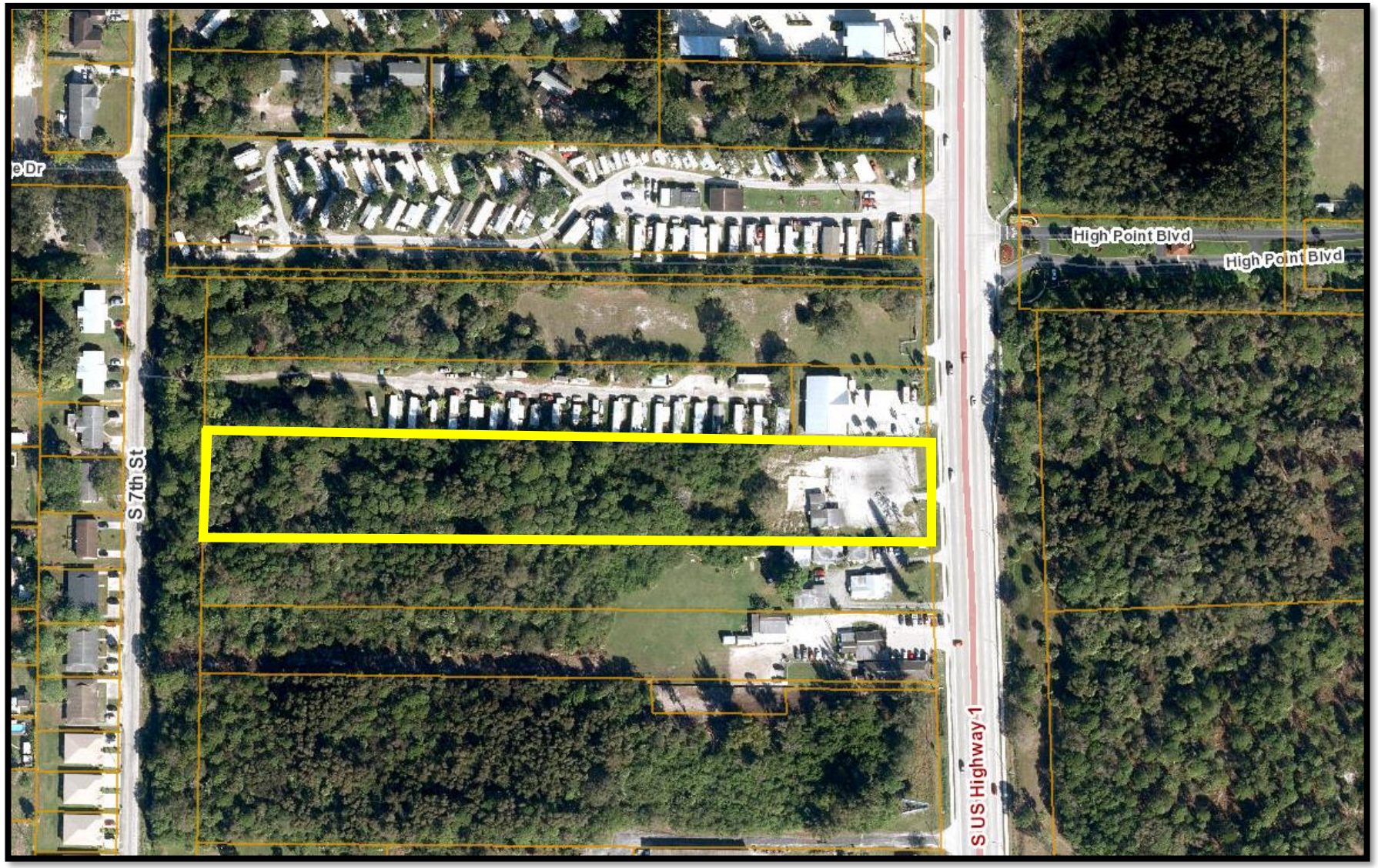
PARCEL ID #(S):

2427-601-0050-000-7

SUMMARY

Request for review of a Zoning Atlas Map Amendment application on one (1) parcel of land at or near 3307 S. US Highway 1. The request is to change from +/-2.66 acres (“Area1”) of the property from County Zoning of Commercial, General (CG) to City Zoning of General Commercial (C-3) and to rezone +/-1.05 acres (“Area 2”) of the property from County zoning of Residential Multi-Family to Residential High (R-5).

SITE LOCATION

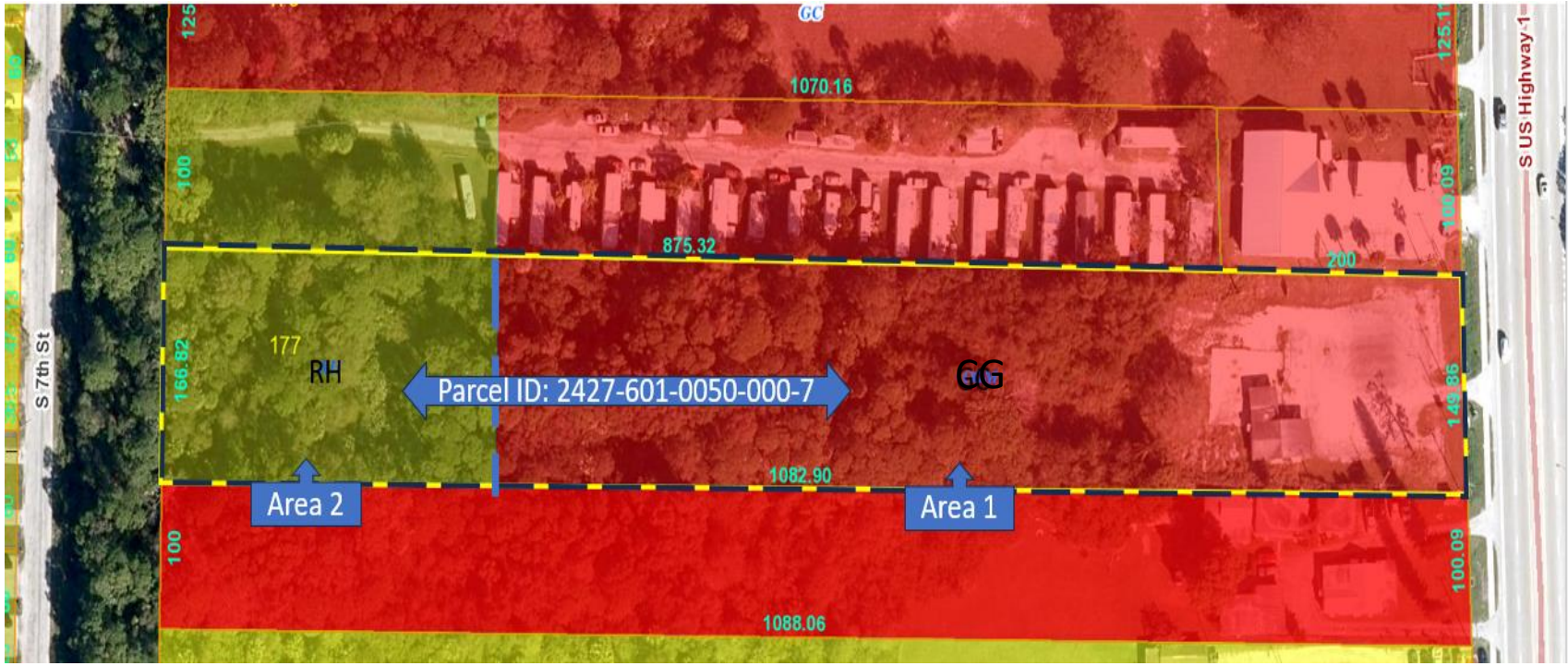


SITE AREA = Approximately 3.72 Acres

EXISTING & PROPOSED ZONING

Current Zoning:
(Area 1) Commercial, General (CG)
(Area 2) RM-11, Residential, Multi-Family,
11 du/ac

Proposed Zoning:
(Area 1) C-3, General Commercial/
(Area 2) R5, Residential High



PLANNING BOARD

The Planning Board, at their August 14th, 2023, meeting voted to recommend Approval of the proposed zoning with submitted documentation of the updated zoning and legal descriptions.

CITY COMMISSION

at the Nov. 20th, 2023, meeting, City Commission voted to approve the annexation of the proposed zoning. Due to a scrivener's error, the ordinance listed the incorrect zoning information.

Screenshot of CC annexation presentation

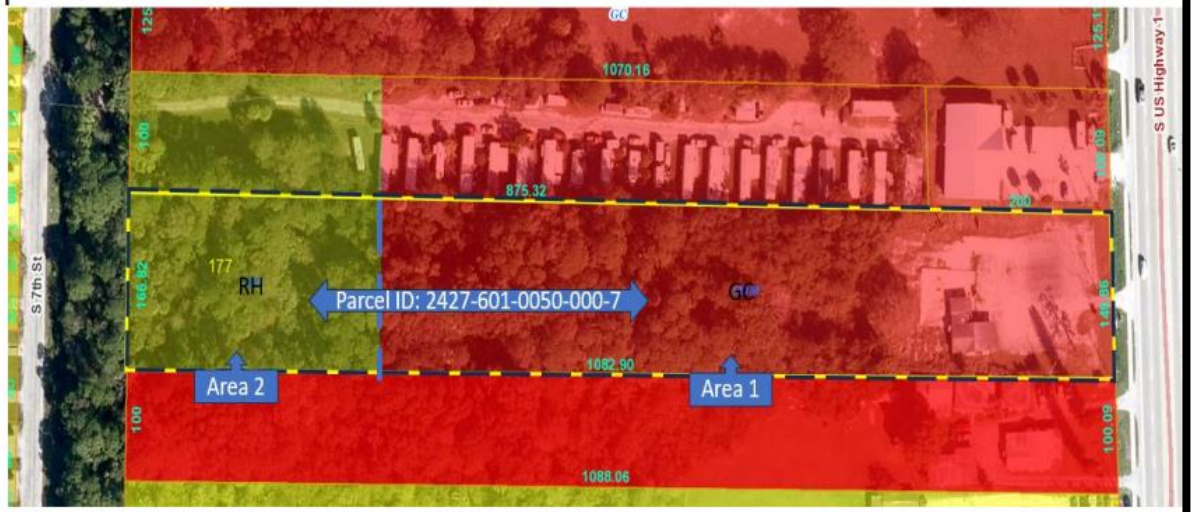
EXISTING & PROPOSED FLU - ZONING

Current SLC FLU:
COM/RH, Commercial/Residential High

Current SLC Zoning:
Commercial General (CG)RM-11, Residential, Multi-Family, 11 du/ac

Proposed
FLU: GC, General Commercial/RH, High Density Residential

Proposed Zoning:
C-3, General Commercial/ R5, Residential High



Ubilla-Duque Holdings LLC– ANNEXATION

RECOMMENTATION

Staff recommendation is for the City Commission vote APPROVAL of the proposed Zoning Atlas amendment.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with alternative conditions.

Or

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

March 18th, 2024

Ubilla-Duque Holdings LLC– Zoning Atlas Map Amendment
At or near 3307 S. US Hwy 1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO: Nick C. Mimms, P.E., ICMA-CM, City Manager

FROM: Kerry C. Driver, Planner

RE: **Application for Rezoning**

BOARD DATE: March 18, 2024

STAFF REPORT

Property Owners/ Applicants Ubilla-Duque Holdings LLC

Representative Alejandro Toro

Requested Action: Approval of Rezoning

Site Locations: 3307 S. US Hwy 1, Fort Pierce, FL 34982

Parcel ID: 2427-601-0050-000-7

Parcel Area: **3.72** acres

Current Future Land Use: Commercial (COM)

Current Zoning: **'AREA 1'** Commercial, General (CG)
'AREA 2' Residential, Multiple Family-11

Proposed Zoning: **'AREA 1'** General Commercial (C-3)
'AREA 2' High Density Residential (R-5)

Utilities: FPUA

	North	East	South	West
Surrounding FLU:	General Commercial (GC)	General Commercial (GC)	General Commercial (GC)	Medium Residential (RM)
Surrounding Zoning:	General Commercial (C-3)	General Commercial (C-3)	General Commercial (C-3)	Medium Residential (R-4)

Staff Analysis:

Request

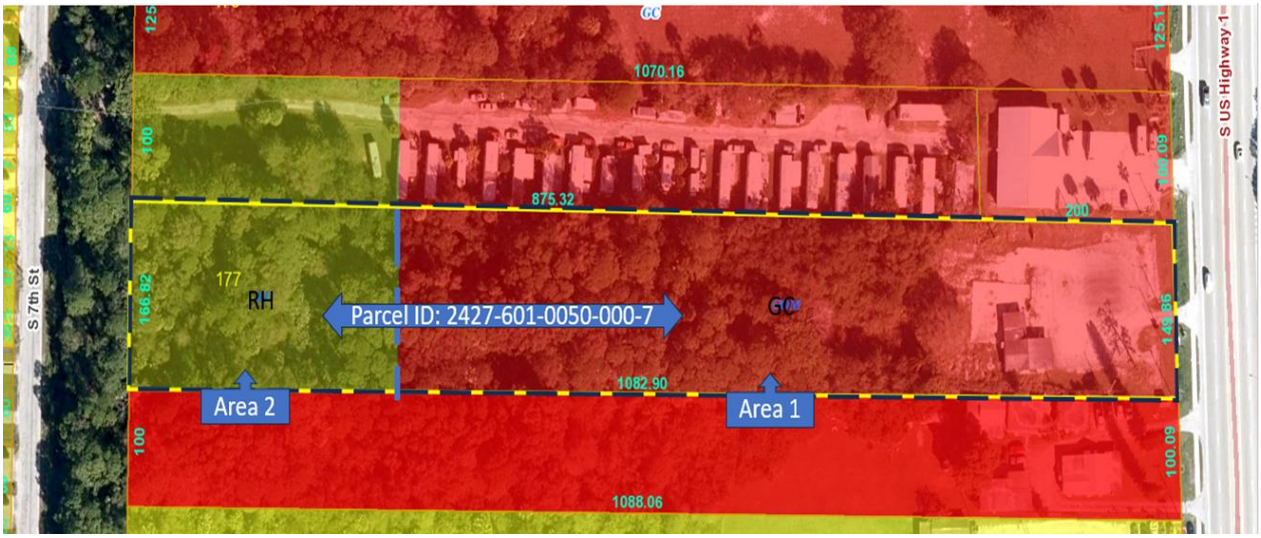
This is a rezoning of 3307 S. US Hwy, 1. The parcel ID is 2427-601-0050-000-7. The request is to rezone +/-2.66 acres ("Area1") of the property from County Zoning of Commercial, General (CG) to City Zoning of General Commercial (C-3) and to rezone +/-1.05 acres ("Area 2") of the property from County zoning of Residential Multi-Family to Residential High (R-5).

INSERT LOCATION MAP



The property subject of this rezoning was presented to the City Commission on December 4, 2023, pursuant to Ordinance 23-053, and received approval for the annexation of +/- 3.72 Acres and for the Future Land Use of "AREA 1" to be designated General Commercial (GC) and "AREA 2" to be designated High Density Residential (RH).

However, due to a scrivener's error within the approved ordinance, the property retained the existing County zoning districts when the property was annexed. Therefore, this ordinance proposes corrective action to rezone "AREA 1" from the existing County zoning of Commercial, General (CG) to City zoning of General Commercial (C-3) and "AREA 2" to be rezoned from the existing County zoning of Residential, Multi-Family, 11 du/ac (RM-11) to City zoning of Residential High (R-5). The Future Land Use designation for the parcel will maintain its designations.



AREA 1 and AREA 2

Comprehensive Plan

Staff has reviewed the Comprehensive Plan and finds the proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The parcel abuts properties that are within the City limits. The annexation of the property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Staff is requesting that the City of Fort Pierce Future Land Use and Zoning remain consistent with

the current County designations of COM/RH and CG/RM-11, respectively, and the City's Comprehensive Plan. Thereby, the requested Future Land Use and Zoning Designations of GC/RH and C-3/R5, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Technical Review Committee
All affected Departments have reviewed the submittals and have no objections regarding the proposed zoning categories, based on compliance with the requirements of the City Code and Comprehensive Plan.

Planning Board
The City of Fort Pierce Planning Board, at their August 14, 2023, meeting, voted 6 to 0 to recommend Approval of the annexation.

Staff Recommendation
As proposed, the rezoning meets the standards of the City's Comprehensive Plan and Staff recommendation is for the City Commission vote APPROVAL of the proposed Zoning Atlas amendment.

ALTERNATIVE RECOMMENDATION
Recommend Approval with conditions.
Or
2. Recommend Disapproval.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY: Kerry C. Driver

SUBJECT: 3307 S US HIGHWAY 1 - REZONING

---

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 Rezoning of property to City zoning in order to define city boundaries and service areas, and to prevent uncontrolled sprawl.

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.

      Property owner (current use and assessed value $545,000) will become subject to City property taxation at 6.9 mils = $3,763.95. Changes in use/redevelopment may increase property tax.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

      No new charges/fees related to the annexation.

   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.

      Regulatory costs: No new charges or fees related to the rezoning will be imposed on businesses.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

   Unknown

4. Any additional information the Commission may find useful.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Alejandro Toro
10250 SW Village Pkwy
Port St. Lucie, FL

Subject: Annexation – One parcel on 3307 S. US Highway 1 – Technical Review Committee Comments for July 20, 2023 TRC Meeting

City of Fort Pierce Planning Department

In favor of Annexation

Fort Pierce Engineering Department

Recommend approval.

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. Signed and sealed construction drawings required.

Fort Pierce Police Department

No comments at this time.

St. Lucie County Planning Department

No comments at this time.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

St. Lucie County PW/Engineering

No comments at this time.

City Clerk Office

No comments at this time.

Code Enforcement

No comments at this time.

Fort Pierce Utilities Authority

- FPUA W/WW Engineering: Approved
- FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application – Approved. Please contact Sal Scimeca for electric customer requirements and project coordination sscimeca@fpua.com 772.466.1600 ext. 6957
- FPUA Gas: Natural gas is readily available for backup power generation, water heating, etc. Main is located W. of US Highway 1. -- Approved
- FPUAnet Fiber: FPUAnet approves. FPUAnet Fiber is available however there would be some construction cost as part of install.

St. Lucie County Fire District

No comments at this time.

Florida Department of Transportation

No comments at this time.

St. Lucie County School Board

No comments at this time.

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 MONDAY, AUGUST 14, 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

Ms. Daniel entered the meeting at 2:10 PM.

Present:	Uline Daniel; Nichelle Clemons; Harold Albury; Anton Kreisl; John Heaning; Frank Creyaufmiller, Chairman
Absent:	Alexander Edwards
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Assistant Planning Director Ryan Alitzer, Senior Planner Kerry Charles, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Mr. Edwards absence will be voted on at the September 11, 2023, Planning Board meeting.

5. APPROVAL OF MINUTES

a. Minutes from the July 12, 2023 meeting

Motion was made by Harold Albury, and seconded by Nichelle Clemons to approve the minutes from the July 12, 2023 meeting.

AYE: Nichelle Clemons, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

6. NEW BUSINESS

a. Annexation - Patrick & Keniesha Burton - Avenue Q - Parcel ID: 2405-501-0131-000-4

Ms. Charles gave an overview of the application. She stated the applicant is requesting a voluntary annexation of one (1) parcel at or near Avenue Q. The subject property has St. Lucie County Future Land Use designations of Residential Urban 5 du/ac (RU) and a St. Lucie County Zoning designation of Residential, SingleFamily, 4 du/ac (RS-4). The applicant is proposing Future Land Use designations of Low Density Residential (RL) with a Zoning classification of Single-Family Low Density Residential Zone (R-1). The current value of the vacant property is $25,000.

Patrick Burton, Applicant, stated he plans to either build a single family home to rent out or build a quadplex. Mr. Burton noted the vehicles that were parked on the property were associated with the home that was being built to the west of his property and the vehicles are no longer there.

Motion was made by Harold Albury, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission.

AYE: Harold Albury, Anton Kreisl, John Heaning, Uline Daniel, Nichelle Clemons, Chairman Frank Creyaufmiller

Passed

b. Annexation - Ubilla-Duque Holdings, LLC 3307 S. US Highway 1 - Parcel ID: 2427-601-0050-000-7

Ms. Charles gave an overview of the application and stated the applicant is requesting a voluntary annexation of one (1) parcel at 3307 S. US Highway 1. The subject property has St. Lucie County Future Land Use designations of Commercial (COM)/Residential High (RH) and a St. Lucie County Zoning designation of Commercial General (CG)/Residential, Multi-Family, 11 du/ac (RM-11). Ms. Charles stated the applicant is proposing split Future Land Use designations of General Commercial (GC) on the east end of the parcel and Residential on the west end, with a Zoning classification of General Commercial (C-3). The current value of the vacant property is $359,260.00. Mr. Charles stated the Planning department is waiting on the legal surveys for the split of the Future Land Use in order to move the application to City Commission for approval.

Mr. Freeman explained, at the moment, the Planning department does not have the legal surveys or the site areas that the split would be looking to establish. Mr. Freeman suggested a motion by the Board to move the application forward with the split Future Land Use, before it goes to City Commission, to accommodate the switch in accordance with the transfer of the county city designations, so the applicant, in the future, does not need to come in with a new Future Land Use application. Mr. Freeman confirmed the application will not move to City Commission until the applicant adequately describes the division between the commercial and residential areas in accordance with the Future Land Use split that is established in the county. Mr. Freeman noted if appropriate documentation is not received from the applicant, the Future Land Use will move forward as it is now, General Commercial

(GC).

Staff answered questions from the Board on the location of the split, egress on 7th Street, and the buffer between the commercial and residential areas.

Alejandro Toro, Applicant Representative from EDC, stated he has had numerous conversations with staff, and EDC will be pinpointing the legal description for each boundary. He said the survey department is coming up with the scope and separate surveys for the split, along with a color exhibit showing the split. Mr. Toro answered questions from the Board on the residential/commercial percentages of the parcel, and residential density. Mr. Toro said it is the full intent of the applicant to match the county Future Land Use. He noted the applicant owns a granite business, and he wants to use one (1) acre of the parcel for residential, and the remaining two (2) acres for the granite business.

Brad Currie, Applicant Representative from EDC, said they are retaining the county land use designation with the annexation, and they are proposing the same Future Land Use as the county. He noted the only thing needed is the legal descriptions.

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission with the following condition:
1. The applicant would be required to provide legal sketch and diagrammatic exhibits to confirm the split within the lot between the residential and commercial Future Land Use. It will be aligned with the existing line that the county holds now. If provided the application will move froward to the City Commission.

AYE: Anton Kreisl, John Heaning, Uline Daniel, Nichelle Clemons, Harold Albury, Chairman Frank Creyaufmiller

Passed

c. **Conditional Use with New Construction - Olson Residence - 2507-234-0002-000-5 and 2507-234-0003-000-2**

Mr. Gilmore gave an overview of the application and answered questions from the Board on the property setbacks, window specifications for South Beach, and lot combinations. Mr. Gilmore stated the applicant is requesting the review of an application for a Conditional Use for a 35-foot-tall single-family residence. Due to the existing height of the dune and base flood elevation, the second-floor elevation needed to rise approximately 9-feet 8-inches above the base floor elevation, consequently, greatly reducing the allowance for tall ceilings and structural requirements for a multi-level design. Mr. Gilmore said the Future Land Use is Low Density Residential (RL) and the Zoning is Single-Family Intermediate Density Zone (R-2).

Mr. Gilmore stated the purpose of a conditional use is to allow, when desirable, uses that would not be appropriate generally or without restriction throughout the particular zoning district, but which, if controlled as to number, area, location or relation to the neighborhood, would not adversely affect the public health, safety, comfort, good order, appearance, convenience and the general welfare. In addition, in permitting a conditional use, the City Commission may impose, in addition to those standards and requirements expressly specified in article V. Conditional Uses, any condition which it finds to be necessary to protect the best interest of the surrounding property of the city.

Mr. Gilmore noted the applicant confirmed the property is to be occupied as a single-family residence by the property owners.

Mike Seal, Architect of Record, explained the home is well within all the setbacks and the home is set back from the street for privacy which aids in the streetscape. Mr. Seal said the entire street is east of the Coastal Construction Control Line and no development is allowed on the dune or east of the dune.

Mr. Freeman explained there are no separate side setbacks for the South Beach Overlay District. He said the setbacks relate to the R2 zoning. Mr. Freeman stated the front elevation cannot intrude on the front setback. Mr. Freeman noted the property is in a special flood hazard area, and it will have to meet state requirements and obtain flood permits from the Building department.

Chairman Creyaufmiller asked the intention of the seven suites, which are independent of the owner's occupied space. He expressed concerns with the home becoming a bed and breakfast and a party house.

Mr. Gilmore noted a condition was added that states the use of the property be maintained as a single-family residence only and shall not be utilized to accommodate short-term rentals as regulated by section 22-506 of the City’s Code of Ordinances.

Chairman Creyaufmiller suggested adding conditions to protect the community that state the use of the property shall not be used as a vacation rental, bed and breakfast, rooming house or any other use that rent rooms.

Marcel Macias, Business Partner of Property Owner, stated the owner will not be running the family business from the home and nine (9) months out of the year the Surfside home will be their primary residence.

Charles Bent, resident, spoke against the application and had concerns with the walls along the Surfside and Coconut Beach access points. He said the house is not consistent with the neighborhood.

Stan Synkoski, resident, spoke against the application, and he said the home is basically a bed and breakfast or a hotel with seven (7) lockable suites.

Kara Niejadlek, resident, showed pictures of the Surfside and Coconut Beach parks. She stated the home has a potential to become a short term rental with the owner suite locked off.

Charles Selig, resident, expressed concerns with noise from the swimming pool coming from a seven (7) bedroom home. He also expressed concerns with parking and street flooding.

Tom Rager, resident, stated his privacy will be taken away along with the Coconut Beach access parking lot.

Mike Seal, Architect of Record, stated the owners chose the site for privacy, quietness at the end of the street, and to be set back off the street. He said the intentions of the separate suites and bedrooms are for guest to stay in when friends come to visit. The layout of the bedrooms are linear, so every bedroom has a view of the ocean, which creates massiveness of the house. Mr. Seal noted the property owner is currently going through a Unity of Title with the Property Appraiser's office. He said the turtle lighting has to abide by the FDEP, Florida Department of Environmental Protection. Mr. Seal said the building will be designed per the building code retention and runoff. Mr. Seal stated there will be six (6) garage doors with double car depths and plenty of room in the driveway for parking since the home is set back from the street. Mr. Seal highlighted that the home is not a hotel or a bed and breakfast.

Mr. Albury stated he worked on a house that had eight (8) or nine (9) suites, two (2) kitchens and five (5) people were living in the home where the residents wanted to have space. Each suite had its own bathroom. He said he understands the frustration people have, but families are setting up life for their family for the long term future and residents have to rule out the false accusals of the home being a bed and breakfast or hotel.

Chairman Creyaufmiller noted the Ocean Village buildings next to Coconut Park do not fit in with the scale of the buildings in Surfside.

Mr. Freeman explained the property appraiser's office is the correct mechanism for combining lots, and the city has no jurisdiction over the property owner's rights to do this.

Mr. Gilmore explained there are no design standards for single family residences and Mr. Freeman stated the city is further restricted by the state statute unless the city has an overlay.

Mr. Gilmore stated in the R2 zoning, 28 feet of height is allowed. The applicant is requesting 35 feet.

Mr. Kreisl asked Mr Seal, if he had designed any options, so the home would not need Conditional Use approval.

Applicant, Mike Seal, stated there were two options, but they could not get the amount of space to fit into the height because of the dune height and having to raise the main floor to see the beach. The other option would require squashing down the floors and not having tall ceilings.

Mr. Freeman explained Surfside is in a special flood area and any properties that are 50% damaged from a storm would have to be constructed much higher. Mr. Freeman noted there is no guarantee the flood elevations wll not rise and everyone in the Surfside will potentially be effected if a storm event hits the area.

Mr. Kreisl stated the home is very a typical for the Surfside neighborhood, and he reminded the Board to consider the "Conditional Use" slide during the presentation before they vote.

Mr. Heaning stated the home is not that far-fetched based on the condos to the north and south of Surfside Drive. He said it is a shame to turn down the house for seven (7) feet.

Chairman Creyaufmiller stated he is not a fan of approving the Conditional Use because the scale, size, and separation of private use of structure versus visitation use of the structure. He highlighted that he is not sure if it fits the health, safety and welfare of the community.

Mr. Kreisl said he has confidence in the design team in being able to accomplish building the structure without having to go over the height by seven (7) feet.

Ms. Clemons said the Board is strictly approving only the height and not the architecture. She highlighted that it is not up to the government to dictate the size the home can be built. She stated there are two other homes in the neighborhood that exceed the height.

Mr. Albury said time continues to show the flood levels are rising and everyone on the barrier island will eventually have to rebuild.

Ms. Daniel said the double lot will block the neighbor's view, and it is not too much to ask to accommodate a lower height.

Motion was made by Nichelle Clemons, and seconded by Harold Albury to forward a recommendation of approval to the City Commission with the following condition:
1. Prior to the issuance of Building Permit approval, 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 provided.
2. The use of the property be maintained as a single-family residence only and shall not be utilized to accommodate short-term rentals as regulated by section 22-506 of the City's Code of Ordinances.

AYE: John Heaning, Nichelle Clemons, Harold Albury
NAY: Uline Daniel, Anton Kreisl, Chairman Frank Creyaufmiller
Failed

Motion was made by John Heaning, and seconded by Harold Albury to forward a recommendation of approval to the City Commission with the following condition:
1. Prior to the issuance of Building Permit approval, 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 provided.
2. The use of the property be maintained as a single-family residence only and shall not be utilized to accommodate short-term rentals as regulated by section 22-506 of the City's Code of Ordinances.

AYE: Nichelle Clemons, Harold Albury, John Heaning
NAY: Uline Daniel, Anton Kreisl, Chairman Frank Creyaufmiller
Failed

Motion was made by John Heaning, and seconded by Anton Kreisl to table the vote until there are seven (7) Board members present.

AYE: Uline Daniel, Nichelle Clemons, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller
Passed

d. **Site Plan (Development Review and Design Review) - NAPA Auto Parts - 4001 Oleander Avenue**

Mr. Gilmore gave an overview of the application and answered questions from the Board. Mr. Gilmore stated the request is for a site plan to construct an approximately 14,086 square foot auto parts-retail store with associated site improvements. He said the subject parcel has a total of approximately 4.217 acres. Mr. Gilmore said the Future Land Use is GC, General Commercial and the Zoning is C-3, General Commercial. Mr. Gilmore showed the design review elevations and noted the building does not present adequate architectural value to meet the intent of the design guidelines. He highlighted the present design has no architectural roof overhangs, no articulation in building elevations, limited articulation of rooflines and large areas of blank walls. Mr. Gilmore stated NAPA will not be developing the entire site.

Chairman Creyaufmiller said some additional architectural features on the walls will help to upgrade the residential and commercial area.

Mr. Freeman explained investors are looking at what is next to their property. He noted most

design guidelines are currently not being met, and the city does not want box buildings with blank elevations. He stated this could put the city in danger of guaranteeing standards of architecture. Mr. Freeman said he would like to see the start of an effort to identify Fort Pierce with an architectural design the city is proud of.

Mr. Kreisl agreed, and he stated the city needs to be looking forward and little things make a big difference in years to come. Mr. Heaning agreed.

Mr. Albury stated he was extremely pleased the architecture was commented on. He said the improvements have to start somewhere, and the NAPA building needs to integrate into the residential community to the south and east.

Mr. Freeman provided examples of what the Planning Department would like to see including a front elevation like a retail store instead of a warehouse, break points in the roofline, elevation articulation and how the entrance way presents itself to the street.

Michael DePree, Project Engineer from DePree Engineering, stated the development to the south is buffered by lots of trees due to the underdevelopment of the NAPA store site. He said the front elevation is not the street side of the building. Mr DePree stated the Main Street facade sample pictures provided by staff are not feasible for the NAPA store. He highlighted the entryway is recessed for articulation. Mr. DePree noted the area has metal buildings with dirt lots and to the north is an industrial area. Mr. DePree said the discharged treated water will go into Platt's Creek and there will be substantial stormwater runoff on site.

Thomas LaPerriere, Architect of Record, stated he is weighing the needs of the clients, the budget and the esthetics the city is looking for with the surrounding heavy industrial and light industrial uses. He said they tried not to make it a standard warehouse by using split face block columns, elevation change on Oleander Avenue side, modified building material on the facade, and vertical breaks and reveals. Mr. LaPerriere noted that NAPA is used to using pre-engineered metal buildings. He asked for additional clarification for what is needed to make the building acceptable to the Planning department.

Mr. Freeman stated staff wants to engage with the architects to discuss blank areas of wall that need attention and how the building can be broken up through texture and rhythm. He noted the Planning department is not looking for substantial building design. Mr. Freeman suggested they cut down on the volume of the costly facade material and split the elevations out, add striping, and apply paint or color to offset the cost.

Motion was made by Harold Albury, and seconded by John Heaning to forward a recommendation of approval to the City Commission with the following conditions:

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.
2. 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.
3. Prior to Public Hearing by the City Commission the proposed design of the building shall be amended to incorporate: a. Elevational Articulation. b. Roofline Articulation. c. Breaking up of areas of blank wall.

AYE: Uline Daniel, Nichelle Clemons, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

e. **Final Plat - Villas at Kings Landing - 125 A. E. Backus Avenue**

Mr. Gilmore gave an overview of the application. Mr. Gilmore stated the request is for a Final Plat to subdivide approximately 0.76 acres of land (more or less) into 10 platted lots including one (1) private access tract for the Villas at Kings Landing subdivision. The subject property has a Future Land Use designation of Central Business District (CBD) and a Zoning designation of Planned Development (PD). Mr. Gilmore answered questions from the Board on the site plan changesto increase from eight (8) to ten (10) units, parking, and ingress and egress.

Brad Currie, Applicant Representative from EDC, said the main difference is the orientation of the buildings. The buildings were flipped and the driveways and garages are in the back of the units. He said the units are laid out like custom homes. Mr. Currie answered questions from the Board on sidewalks and parking.

Chairman Creyaufmiller asked if the changes had gone to the Historic Preservation Board and Mr. Freeman said Minor Amendments do not need to go before the Historic Preservation Board.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission with the following condition:

1. The applicant will supply two (2) Mylars for appropriate signatures and then the plat is recorded with St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.

AYE: Uline Daniel, Nichelle Clemons, Harold Albury, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

7. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

8. **DIRECTOR'S REPORT**

Mr. Freeman stated he presented an idea at the August14, 2023 Conference Agenda to look into how we access the development of small lots particularly in Lincoln Park. He suggested proposing a bedrooms per acre density calculation. Mr. Freeman said this will allow for more development potential on small lots by having have more than one home on a lot. The homes would be small, affordable and attainable and will promote homeownership in the city. This will increase housing supply and market demands which will in turn reduce the housing cost. Mr. Freeman highlighted there are 2,000 small residential lots in Lincoln Park and half are vacant. The lots are too small to properly develop to pay for the cost and build out. Mr. Freeman stated this has been very successful in two other communities. In the future, proposed ordinance and zoning changes will be coming forward.

Chairman Creyaufmiller said it could be a convenient and inexpensive way to increase vacation rental properties in the city if the intent is not met.

Mr. Freeman said the Planning department received its first application for the Live Local

affordable housing State Bill 102. The 210 multifamily development is proposed to be off of US Highway 1, north of Tumblin Kling Road. He said the current Zoning and Future Land Use is commercial. The state mandates the application be processed as administratively based on the city's regulations for multifamily residential, if the site is industrial or commercial. The applicant has to show there is a 30-year guarantee the homes are going to be affordable. They have to be designed in accordance with the city's standards, including stormwater, and they can look at a parking reduction, which is state mandated. Mr. Freeman explained the application will be going to the Technical Review Committee on August 17, 2023. There will be no public hearings involved or change in Future Land Use or Zoning. Mr. Freeman concluded the applicant is looking for 100% affordable in the development.

9. BOARD COMMENTS

Chairman Creyaufmiller said the Board needs to operate like it's a Quasi-Judicial hearing by stating what is accurate and stating when you are giving a personal opinion. He said good evidence is needed by using statements that can be validated as being competent and substantial.

Mr. Heaning noted that Board discussion does not need to fit into the Quasi-Judicial category.

Mr. Albury applauded Mr. Freeman for doing his due diligence and guiding the Board in the right direction when they are at a loss for words. Mr. Albury said everything Mr. Freeman said today was "spot on".

Mr. Albury stated this meeting will be his last meeting because he is moving out of the area. Chairman Creyaufmiller wished him well.

10. ADJOURNMENT

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 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
- Current Survey (completed within the last 12 months)

1. Address: 3307 S US HIGHWAY 1, Fort Pierce, FL 34982

2. Legal description of real property for which annexation is being requested:
See Attached Word PDF for Legal Description

Property Tax ID: 2427-601-0050-000-7

3. Size of described property: 3.72 acres

4. Project description: The applicant seeks to annex to the City of Fort Pierce and develop a slab show room/ warehouse for business uses

5. Current St. Lucie County Future Land Use Designation: Commercial (COM)/Residential High (RH)

6. Current St. Lucie County Zoning: Commercial General (CG)/Residential, Multiple Family -11

7. Is this a Historic property? Unknown

8. Appraised value: $359,260

9. Name of Owner(s): Ubilla-Duque Holdings LLC

Signature of Owner(s): Alejandro Toro (Authorized Agent)
Mailing Address: 10250 SW Village Parkway
City Port St. Lucie State Florida Zip 34987
Phone 772-462-2455 Fax

10. Name of Representative: Alejandro Toro

Signature of representative:

Mailing Address: 10250 SW Village Parkway

City) Port St. Lucie State Florida Zip 34987

Phone 772-462-2455 Fax

E-mail: 772-462-2455

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

OFFICE USE:

DATE RECEIVED: Signed:

File Number: Check No: Receipt No:

TRC Review: Planning Board Review: City Commission:

Ordinance No: Date Approved:

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5137082 OR BOOK 4931 PAGE 2959, Recorded 12/28/2022 10:23:42 AM Doc Tax: $4200.00

Prepared by:
Charlotte Walters
St. Lucie Title Services, Inc.
800 Virginia Avenue, Suite 47
Ft. Pierce, Florida 34982

File Number: 21841

General Warranty Deed

Made this December 22, 2022 A.D. By

Sophia S. Agapion and Stelios N. Sitaras AKA Stanley Sitaras and Katerina Makiej and Michael N. Sitaras, hereinafter called the grantor,

to **Ubilla-Duque Holdings, LLC, a Florida limited liability company**, whose post office address is: 427 S. Market Ave., Fort Pierce, FL 34982, hereinafter called the grantee:

(Whenever used herein the term "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 Dollars, ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in St. Lucie County, Florida, viz:

SEE ATTACHED EXHIBIT "A"

The above described property is not the homestead property of the herein named grantors.

Parcel ID Number: 2427-601-0050-000/7

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, 2022.

In Witness Whereof, *the said grantor has signed and sealed these presents the day and year first above written.*

Signed, sealed and delivered in our presence:

_____ _____ (Seal)
Witness #1 Printed Name Irene Agapion Martinez — Sophia S. Agapion
Address: 616 Willoughby Blvd., Greensboro, North Carolina 27408

_____
Witness #2 Printed Name Aristeo Huerta

State of North Carolina
County of Guilford

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 22 day of December 2022 by Sophia S. Agapion, who is/are ~~personally known to me~~ or who has produced NC 3145958 as identification.

A ANDY OGUAMA
Notary Public
Guilford Co., North Carolina
My Commission Expires June 30, 2027

_____
Notary Public
Print Name: A ANDY OGUAMA

(Seal)

My Commission Expires: June 30, 2027

Prepared by:
Charlotte Walters
St. Lucie Title Services, Inc.
800 Virginia Avenue, Suite 47
Ft. Pierce, Florida 34982

File Number: 21841

Signed, sealed and delivered in our presence:

Witness #1 Printed Name Kyle Virabalin

Witness #2 Printed Name Khiet-nghi Luong

Stelios N. Sitaras (Seal)
Stelios N. Sitaras AKA Stanley Sitaras
Address: 1903 Creek Valley Lane, Sugarland, TX 77478

State of Texas
County of Fort Bend

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 20th day of December, 2022, by Stelios N. Sitaras AKA Stanley Sitaras, who is/are personally known to me or who has produced TX DL as identification.

HEATHER HUONG PHAM
Notary Public (Seal)
STATE OF TEXAS
My Comm. Exp. 06-17-24
Notary ID # 12893044-2

Notary Public
Print Name: Heather Pham

My Commission Expires:

Prepared by:
Charlotte Walters
St. Lucie Title Services, Inc.
800 Virginia Avenue, Suite 47
Ft. Pierce, Florida 34982

File Number: 21841

Signed, sealed and delivered in our presence:

Dipti C

Witness #1 Printed Name Dipti Contractor

CParent

Witness #2 Printed Name Cheryl Parent

Katerina Makiej (Seal)
Katerina Makiej
Address: 7 Aspen Circle, Andover, MA 01810

State of Massachusetts
County of Essex

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 23rd day of December, 2022 by Katerina Makiej, who is/are personally known to me or who has produced MDL as identification.

Bonnie C Caruso
Notary Public
Print Name: BONNIE C CARUSO
My Commission Expires: 5/2/2025

(Seal)

BONNIE C. CARUSO
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
MY COMMISSION EXPIRES
MAY 2 2025

Prepared by:
Charlotte Walters
St. Lucie Title Services, Inc.
800 Virginia Avenue, Suite 47
Ft. Pierce, Florida 34982

File Number: 21841

Signed, sealed and delivered in our presence:

Paul Michael Headley Jr
Witness #1 Printed Name Paul Michael Headley Jr

Jeffery S. Melemed
Witness #2 Printed Name Jeffery S. Melemed

Michael N. Sitaras (Seal)
Michael N. Sitaras
Address: 6567 Petunia Place, Carlsbad, CA 92011

State of California
County of _____

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this ____ day of _____, 20____, by Michael N. Sitaras, who is/are personally known to me or who has produced _____ as identification.

_____
Notary Public
Print Name: _____

(Seal)

My Commission Expires: _____

Please See Attached
For Official Notary Wording

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On December 21, 2022 before me, Susan A. Runner Notary Public
(insert name and title of the officer)

personally appeared Michael N. Sitaras,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

SUSAN A. RUNNER
Notary Public - California
San Diego County
Commission # 2314190
My Comm. Expires Dec 2, 2023

Signature Susan A. Runner (Seal)

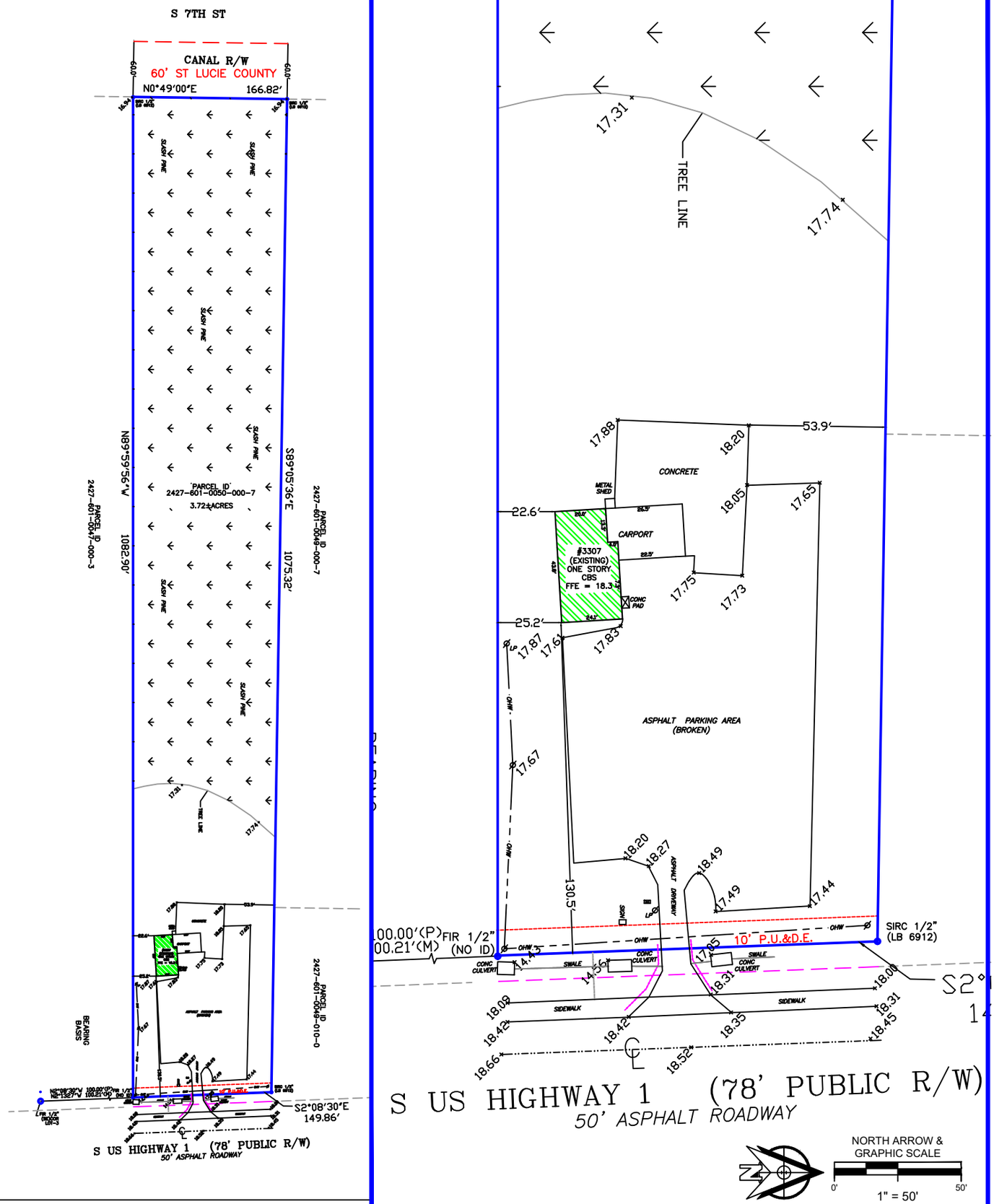
Exhibit "A"

THE NORTH 150 FEET OF THE SOUTH 202.68 FEET OF LOT 177 OF UNIT THREE MARAVILLA GARDENS, A SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 62, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXCEPTING THEREFROM RIGHTS OF WAY TO FLORIDA POWER AND LIGHT COMPANY FOR AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE.

ALSO EXCEPTING THEREFROM THE EAST 10 FEET THEREOF WHICH HAS BEEN DEEDED TO THE CITY OF FORT PIERCE, FOR THE LAYING AND MAINTAINING OF WATER MAINS AND OTHER UTILITIES, AND THE WEST 60 FEET THEREOF CONVEYED TO ST. LUCIE COUNTY, FLORIDA.

MAP OF BOUNDARY SURVEY PREPARED FOR UBILLA-DUQUE HOLDINGS, LLC



NORTH ARROW & GRAPHIC SCALE

0' 50'

1" = 50'

SURVEYOR'S LEGEND

A/C = AIR CONDITIONING
BLK = BLOCK
BM = BENCHMARK
C = CURVE
CATV = CABLE T.V. RISER
CB = CATCH BASIN
CL = CENTERLINE
CONC = CONCRETE
CPP = CONCRETE POWER POLE
D = DEED
DF = DRAINFIELD
ELEV = ELEVATION
F = FIELD
FCM = FOUND CONCRETE MONUMENT
FDH = FOUND DRILL HOLE
FFE = FINSHED FLOOR ELEVATION
FIP = FOUND IRON PIPE
FIR = FOUND IRON ROD
FIRC = FOUND IRON ROD AND CAP
FN = FOUND NAIL
FN&D = FOUND NAIL AND DISC
FND = FOUND
FPK = FOUND PK NAIL
FPKD = FOUND PK NAIL AND DISC
FRRSPK = FOUND RAILROAD SPIKE
HYD = FIRE HYDRANT
ID = IDENTIFICATION
LB # = LICENSED BUSINESS
LS # = LICENSED SURVEYOR
M = MEARSURED
MH = MANHOLE
OHW = OVERHEAD WIRES
P = PLAT
PB = PLAT BOOK
PC = POINT OF CURVATURE
PCP = PERMANENT CONTOL POINT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PP = POOL PUMP
PRC = POINT OF REVERSE CURVATURE
PRM = PERMANENT REFERENCE MONUMENT
PT = POINT OF TANGENCY
R = RADIUS
RNG = RANGE
R/W = RIGHT OF WAY
S = SEPTIC
SEC = SECTION
SIR = SET IRON ROD AND CAP
SPKD = SET PK NAIL AND DISC
SV = SEWER VALVE
TBM = TEMPORARY BENCHMARK
TOB = TOP OF BANK
TWP = TOWNSHIP
TR = TELEPHONE RISER
TYP = TYPICAL
WIT = WITNESS
WLP = WOOD LIGHT POLE
WM = WATER METER
WPP = WOOD POWER POLE
WV = WATER VALVE

EXISTING ELEVATION= +20.00 PROPOSED ELEVATION= 20.00 DRAINAGE ARROW =

LINETYPES

= BOUNDARY LINE
= STRUCTURE LINE
= CENTERLINE
= EASEMENT LINE
= FENCE LINE
= OLD LOT LINE

SYMBOLS

= FIRE HYDRANT
= WATER METER
= POWER POLE
= GAS SERVICE
= LIGHT POLE
= WELL
= BENCHMARK
= CATCH BASIN
=SANITARY MANHOLE
= CABLE T.V. SERVICE
= ELECTRIC SERVICE
= TELEPHONE SERVICE
= DRAINAGE MANHOLE
= SANITARY SERVICE

NOTABLE CONDITIONS:

PROPERTY APPEARS TO BE SERVICED BY PUBLIC UTILITIES.
THERE IS A REAR 10' PUBLIC UTILITY AND DRAINAGE EASEMENT.
THERE IS A 6' PUBLIC UTILITY AND DRAINAGE EASEMENT ON EACH SIDE.

NOTES:

ALL BEARINGS AND DISTANCES SHOWN ARE RECORD AND MEASURED, UNLESS OTHERWISE SHOWN.
P.U.&P.D.E. = PUBLIC UTILITY AND PRIVATE DRAINAGE EASEMENT.
P.D.E. = PRIVATE DRAINAGE EASEMENT.
P.U.E. = PUBLIC UTILITY EASEMENT.
BEARINGS ARE BASED UPON THE RECORD BEARING FOR THE NORTHERLY PROPERTY LINE OF LOT 12 BLOCK C.
ALL ELEVATIONS SHOWN ARE BASED UPON NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD'88).

NORTH ARROW & GRAPHIC SCALE

0' 150'

1" = 150'

PROPERTY ADDRESS:

3307 SOUTH US HIGHWAY 1, FT. PIERCE, FL 34982

FLOOD INFORMATION:

PANEL NUMBER: 12111C0189K
FIRM DATE: FEBRUARY 9, 2020
FLOOD ZONE: X
BASE FLOOD ELEVATION: NA
COMMUNITY NAME: FORT PIERCE, CITY OF
COMMUNITY NUMBER: 120286

LEGAL DESCRIPTION:

SEE PAGE 2 FOR LEGAL

SURVEYOR'S NOTES

1. UNDERGROUND UTILITIES, BUILDING FOUNDATIONS, AND OTHER UNDERGROUND FIXED IMPROVEMENTS WERE NOT LOCATED, UNLESS OTHERWISE INDICATED. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF SURFACE INDICATIONS OBSERVED BY THE SURVEYOR AND MAY NOT BE COMPLETE.
2. JURISDICTIONAL WETLANDS AND ENDANGERED OR THREATENED SPECIES HABITAT, IF ANY, THAT MAY EXIST ON OR AROUND THE SURVEY SITE WERE NOT DETERMINED OR LOCATED.
3. THE SURVEY DATE IS THE FIELD DATE SHOWN IN THE TITLE BLOCK, NOT THE SIGNATURE DATE.
4. THIS SURVEY MAP OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ELECTRONIC OR ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
5. FENCES SHOWN ON SURVEY ARE FOR ILLUSTRATIVE PURPOSES ONLY. FENCE TIES SHOWN ARE RELATIVE TO THE CENTER OF SAID FENCE. THE SURVEYOR WILL NOT BE RESPONSIBLE FOR DAMAGES RESULTING FROM THE REMOVAL AND/OR CHANGES TO ANY FENCES UNLESS THE SURVEY WAS PROVIDED SPECIFICALLY FOR FENCE LOCATION PURPOSES.
6. PROPERTY LINES AND OR IMPROVEMENTS SHOWN WERE PHYSICALLY LOCATED BY FIELD SURVEY.
7. MONUMENTS FOUND OR SET ARE SHOWN, CALCULATED LINES AND INFORMATION IS NOTED BY (C).
8. COMPUTATIONS OF LINES AND OR DATA NOT FOUND ARE SHOWN AS (C).
9. THIS SURVEY MEETS AND/OR EXCEEDS THE ACCURACY REQUIREMENTS PER FLORIDA ADMINISTRATIVE CODE, CHAPTER 5J-17.
10. PRIOR TO SURVEY INFORMATION OBTAINED WAS LEGAL DESCRIPTION FROM CLIENT OR FROM PUBLICLY PUBLISHED COUNTY TAX COLLECTOR SITE, RECORDED PLATS AND OR SECTION CORNER RECORDS IF APPLICABLE.
11. IF ONLY A DIGITAL SURVEY COPY IS REQUIRED A SURVEY REPORT WILL BE PLACED IN FILE. THE DIGITAL SURVEY IS NOT FULL AND COMPLETE WITHOUT THE SURVEY REPORT FILE.

SURVEYOR'S CERTIFICATE

NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OR ELECTRONIC SEAL OF THE FLORIDA LICENSED SURVEYOR BELOW. THE SURVEYOR HEREBY CERTIFIES THAT THE ELECTRONIC SIGNATURE AND SEAL HEREON MEETS PROCEDURES SET FORTH IN CHAPTER 5J-17.062 OF THE FLORIDA ADMINISTATIVE CODE, PURSUANT TO SECTION 472.025, FLORIDA STATUTES. THE SURVEYOR HEREBY CERTIFIES THAT THIS SURVEY MEETS THE STANDARDS OF PRACTICE FOR SURVEYS, SET FORTH BY THE FLORIDA BOARD OF SURVEYORS AND MAPPERS IN CHAPTER 5J-17.051 AND 5J-17.052 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

12.22.22

BILL H. HYATT
SURVEYOR AND MAPPER LS#4636

JOB NUMBER - 2211-139
LATEST FIELDWORK DATE - 12.09.22
DRAWN BY - NA
REVISION -
REVISION -
REVISION -
REVISION -
REVISION -
REVISION -
REVISION -

CERTIFIED TO:

UBILLA-DUQUE HOLDINGS, LLC
ST. LUCIE TITLE SERVICES, INC.
WFG NATIONAL TITLE INSURANCE COMPANY

KNOW IT NOW, INC.
PROFESSIONAL SURVEYING AND MAPPING
LICENSED BUSINESS #6912
5220 US-1, #104, VERO BEACH, FL 32967
PHONE - (888) 396-7770
WWW.KINSURVEYORS.COM

LEGAL DESCRIPTION:

TRACT 1:
LOTS 8 AND 9 OF BLOCK 1, REGINA PALM SUBDIVISION, SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ACCORDING TO PLAT THEREOF RECORDED IN PLAT BOOK 4, PAGE 82 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TRACT 2:
THE SOUTH 113.64 FEET, TO THE WEST 116.00 FEET, OF THE EAST 132.00 FEET, OF THE WEST 198.00 FEET, OF THE EAST 330.00 FEET, OF THE NORTHEAST $\frac{1}{4}$, OF THE SOUTHWEST $\frac{1}{4}$, OF THE SOUTHWEST $\frac{1}{4}$, OF SECTION 34, TOWNSHIP 35 SOUTH, RANGE 40 EAST, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TRACT 3:
LOT 1, OF BLOCK 4, REPLAT OF PALM GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGE 42, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

TRACT 4:
LOTS 41 AND 42 BLOCK "C" OF MARAVILLA HEIGHTS, A SUBDIVISION ACCORDING TO A PLAT THEREOF RECORDED IN PLAT BOOK 5, AT PAGE 1, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
SUBJECT TO THE RESERVATIONS TO THE STATE OF FLORIDA AS TO PETROLEUM, PETROLEUM PRODUCTS AND OTHER MINERALS AS IN DEED BOOK 125, PAGE 263, AS TO ABOVE LOT 41.

TRACT 5:
THE NORTH 150.00 FEET, OF THE SOUTH 202.68 FEET, OF LOT 177 OF UNIT 3, OF MARAVILLA GARDENS, AS PER PLAT THEREOF ON FILE IN PLAT BOOK 6, PAGE 62 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXCEPTING THEREFROM RIGHTS-OF-WAY TO FLORIDA POWER AND LIGHT COMPANY FOR AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE.

ALSO EXCEPTING THEREFROM THE EAST 10.00 FEET THEREOF WHICH HAS BEEN DEEDED TO THE CITY OF FORT PIERCE, FOR LAYING AND MAINTAINING OF WATER MAINS AND OTHER UTILITIES, AND THE WEST 60.00 FEET THEREOF CONVEYED TO ST. LUCIE COUNTY, FLORIDA.

KNOW IT NOW, INC.
PROFESSIONAL SURVEYING AND MAPPING
LICENSED BUSINESS #6912
5220 US-1, #104, VERO BEACH, FL 32967
PHONE - (888) 396-7770
WWW.KINSURVEYORS.COM

Ubilla-Duque Holdings LLC
427 S Market Ave
Fort Pierce, FL 34982

AGENT CONSENT FORM

Project Name: Ubilla-Duque Holdings – Slab room & Warehouse – Fort Pierce

Parcel ID: 2427-601-0050-000-7

BEFORE ME THIS DAY PERSONALLY APPEARED Jose Ubilla, WHO BEING DULY SWORN, DEPOSES AND SAYS THE FOLLOWING:

I hereby give CONSENT to Engineering Design & Construction, Inc. to act on my behalf, to submit or have submitted applications and all required material and documents, and to attend and represent me 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 use of a commercial development & annexation.

FURTHER AFFIANT SAYETH NOT.

The foregoing instrument was acknowledged before me this 22 day of June, 2023, by Jose D. Ubilla (Name of Person Acknowledging) who is personally known to me or who has produced Personally Known (type of identification) as identification and who did (did not) take an oath.

Katelynn Tremonti
Notary Signature

Katelynn Tremonti
Printed Name of Notary

(Notary Seal)

KATELYNN TREMONTI
Commission # HH 261241
Expires May 5, 2026

My commission expires

MANAGER/ PARTNER
Owner's Signature

Ubilla Duque Holdings LLC.
Owner's Name

427 S. MARKET AV.
Street Address

FORT PIERCE, FL 34982
City, State, Zip

(561) 719 1479 JOSE@REALSTONEANDGRANITE.COM
Telephone / Email

NOTE:
DESCRIPTION NOT VALID WITHOUT SKETCH.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF LOT 177 OF UNIT THREE MARAVILLA GARDENS, A SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 62, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTH 150 FEET OF THE SOUTH 202.68 FEET OF SAID LOT 177.

EXCEPTING THEREFROM RIGHTS OF WAY TO FLORIDA POWER AND LIGHT COMPANY FOR AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE.

ALSO EXCEPTING THEREFROM THE EAST 10 FEET THEREOF WHICH HAS BEEN DEEDED TO THE CITY OF FORT PIERCE, FOR THE LAYING AND MAINTAINING OF WATER MAINS AND OTHER UTILITIES, AND THE WEST 365.50 FEET THEREOF.

CONTAINING 2.656 ACRES, MORE OR LESS.

Michael T Owen
Digitally signed by Michael T Owen
Date: 2023.10.17 11:30:53 -04'00'

MICHAEL T. OWEN — SIGNATURE DATE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SKETCH & DESCRIPTION OF:
EAST PARCEL

PREPARED FOR:
UBILLA-DUQUE HOLDINGS LLC

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com

ENGINEERS SURVEYORS
ENVIRONMENTAL
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

PROJ. #: 23-175 DATE: 10/17/2023 DRAWN BY: RJB CHECKED BY: MTO SCALE: 1"-100' CAD FILE: 23-175 S&D-EAST.dwg
Z:\EDC-2023\23-175 - Ubilla-Duque Holdings - 3307 US 1 Property\SURVEY\Dwg - PDF\DWG\23-175 S&D-EAST.dwg, 10/17/2023 10:25 AM

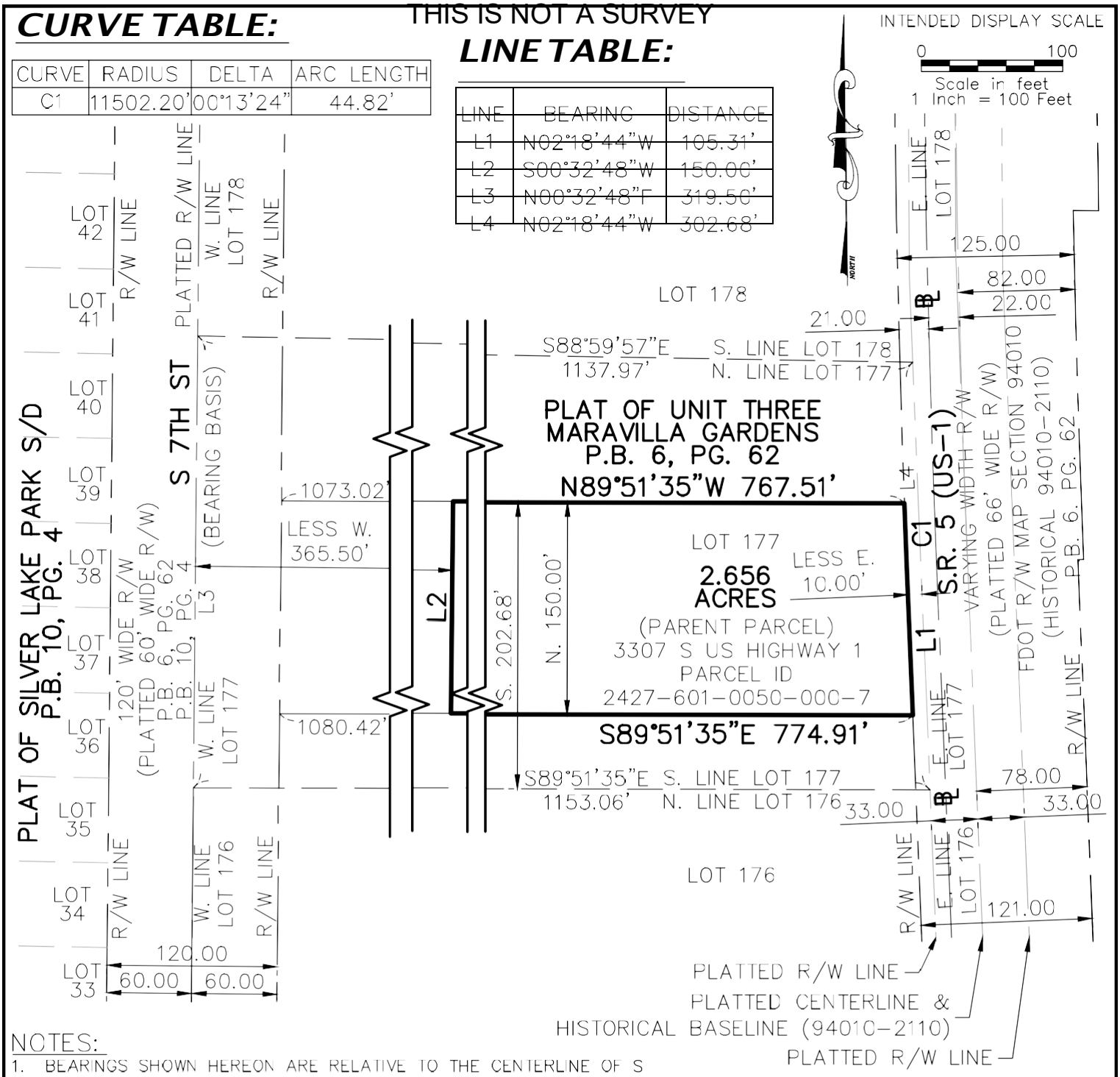
THIS IS NOT A SURVEY

CURVE TABLE:

CURVE	RADIUS	DELTA	ARC LENGTH
C1	11502.20'	00°13'24"	44.82'

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N02°18'44"W	105.31'
L2	S00°32'48"W	150.00'
L3	N00°32'48"E	319.56'
L4	N02°18'44"W	302.68'



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE CENTERLINE OF S 7TH STREET AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND DESCRIPTION IS BASED ON A BOUNDARY SURVEY PREPARED BY EDC, INC. UNDER PROJECT NUMBER 23-175, DATED OCTOBER 13, 2023.

ABBREVIATION LEGEND

P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
BL	BASELINE
S/D	SUBDIVISION

SKETCH & DESCRIPTION OF: EAST PARCEL

PREPARED FOR:
UBILLA-DUQUE HOLDINGS LLC

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com

ENGINEERS SURVEYORS
ENVIRONMENTAL
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

NOTE:
DESCRIPTION NOT VALID WITHOUT SKETCH.

THIS IS NOT A SURVEY

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTION 27, TOWNSHIP 35 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA, BEING A PORTION OF LOT 177 OF UNIT THREE MARAVILLA GARDENS, A SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 62, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE WEST 305.50 FEET OF THE FOLLOWING DESCRIBED PARCEL:

THE NORTH 150 FEET OF THE SOUTH 202.68 FEET OF LOT 177 OF UNIT THREE MARAVILLA GARDENS, A SUBDIVISION, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE(S) 62, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXCEPTING THEREFROM RIGHTS OF WAY TO FLORIDA POWER AND LIGHT COMPANY FOR AN ELECTRIC TRANSMISSION AND DISTRIBUTION LINE.

ALSO EXCEPTING THEREFROM THE EAST 10 FEET THEREOF WHICH HAS BEEN DEEDED TO THE CITY OF FORT PIERCE, FOR THE LAYING AND MAINTAINING OF WATER MAINS AND OTHER UTILITIES, AND THE WEST 60 FEET THEREOF CONVEYED TO ST. LUCIE COUNTY, FLORIDA.

CONTAINING 1.052 ACRES, MORE OR LESS.

Michael T Owen

Digitally signed by Michael T Owen
Date: 2023.10.17 11:29:48 -04'00'

MICHAEL T. OWEN — SIGNATURE DATE
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION #5556

SKETCH & DESCRIPTION OF:
WEST PARCEL

PREPARED FOR:
UBILLA-DUQUE HOLDINGS LLC

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com

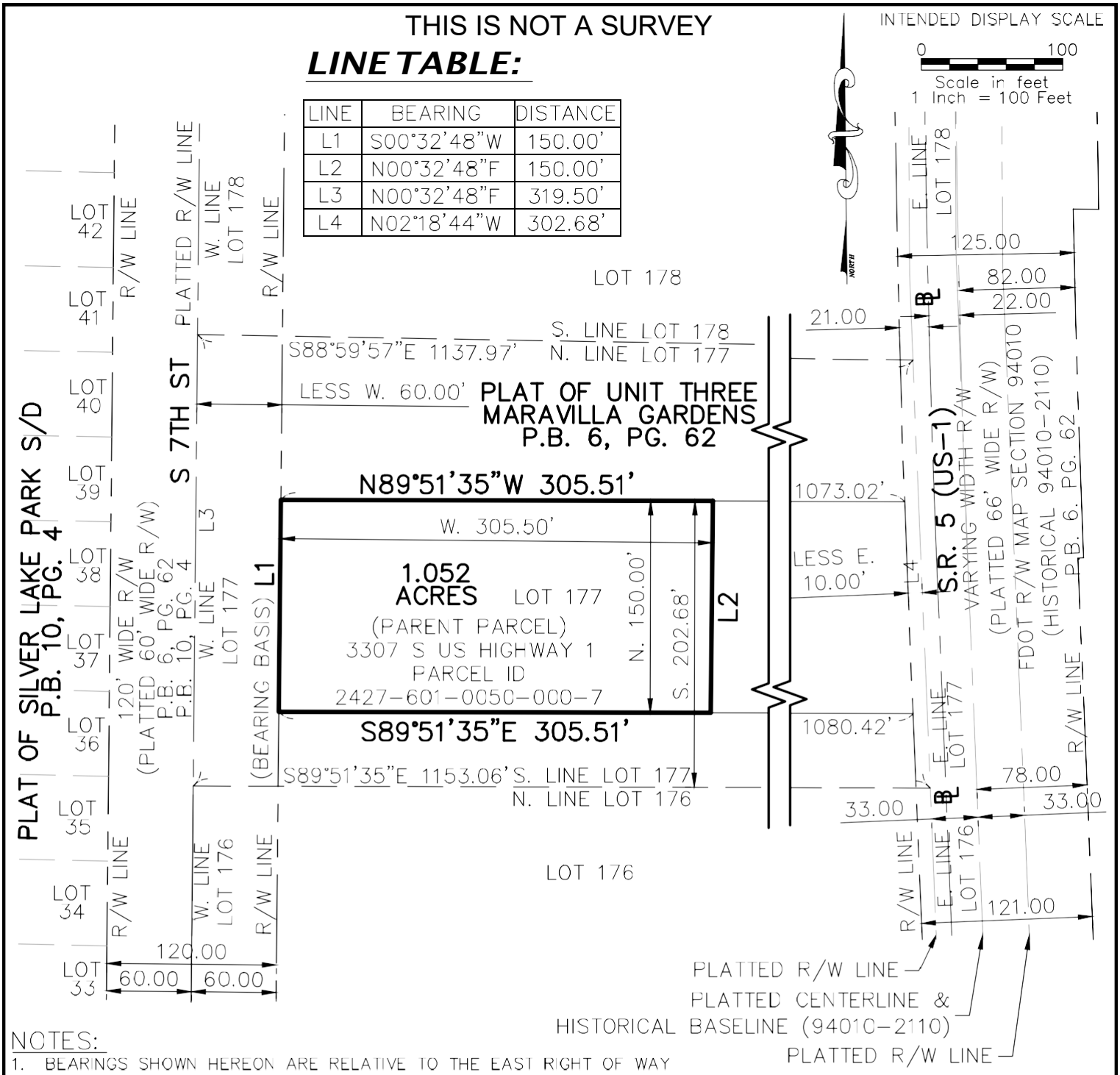
ENGINEERS SURVEYORS
ENVIRONMENTAL
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

THIS IS NOT A SURVEY

LINE TABLE:

LINE	BEARING	DISTANCE
L1	S00°32'48"W	150.00'
L2	N00°32'48"F	150.00'
L3	N00°32'48"F	319.50'
L4	N02°18'44"W	302.68'



NOTES:

1. BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT OF WAY LINE OF S 7TH STREET AND BASED ON THE LINE LABELED HEREON AS (BEARING BASIS), ALL OTHER BEARINGS ARE RELATIVE THERETO.
2. THIS SKETCH AND DESCRIPTION IS FOR THE EXCLUSIVE PURPOSE OF DESCRIBING THE PARCEL OR STRIP OF LAND SHOWN AND IS NOT A BOUNDARY SURVEY.
3. THIS SKETCH AND DESCRIPTION IS BASED ON A BOUNDARY SURVEY PREPARED BY EDC, INC. UNDER PROJECT NUMBER 23-175, DATED OCTOBER 13, 2023.

ABBREVIATION LEGEND

P.B.	PLAT BOOK
PG.	PAGE
R/W	RIGHT OF WAY
BL	BASELINE
S/D	SUBDIVISION

SKETCH & DESCRIPTION OF: WEST PARCEL

PREPARED FOR:
UBILLA-DUQUE HOLDINGS LLC

PORT SAINT LUCIE OFFICE
10250 SW VILLAGE PARKWAY
SUITE 201
PORT SAINT LUCIE, FL 34987
772-462-2455
www.edc-inc.com

ENGINEERS SURVEYORS
ENVIRONMENTAL
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

REVISIONS

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Ubilla-Duque Holdings, LLC Rezoning

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 3, 2024

NOTICE BY MAIL: February 29, 2024

NOTICE BY SIGNS: March 7, 2024

VERIFIED BY: Kerry C. Driver **TITLE:** Planner

SIGNATURE: **DATE:** March 7, 2024

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: Planning – Rezoning

Run Once: Sunday, March 3, 2024

Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com

---

CITY OF FORT PIERCE
NOTICE OF PROPOSED REZONING

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 Statues will on Monday, March 18, 2024 at 5:05 p.m. and Monday, April 1, 2024 at 5:05 p.m., hold Public Hearing on the enactment of the following proposed rezoning ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 24-004 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **REZONING A TOTAL OF +/- 3.72 ACRES OF PROPERTY GENERALLY LOCATED AT OR NEAR 3307 S US HWY 1 IN ORDER TO REZONE +/-2.66 ACRES ("AREA 1") OF THE PROPERTY FROM COUNTY ZONING OF COMMERCIAL,GENERAL (CG) TO CITY ZONING OF GENERAL COMMERCIAL (C-3) AND TO REZONE +/- 1.05 ACRES ("AREA 2") OF THE PROPERTY FROM COUNTY ZONING OF RESIDENTIAL MULTI-FAMILY TO RESIDENTIAL HIGH (R-5);** PROVIDING FOR A SEVERABILTY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFILCT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2427-601-0050-000-7

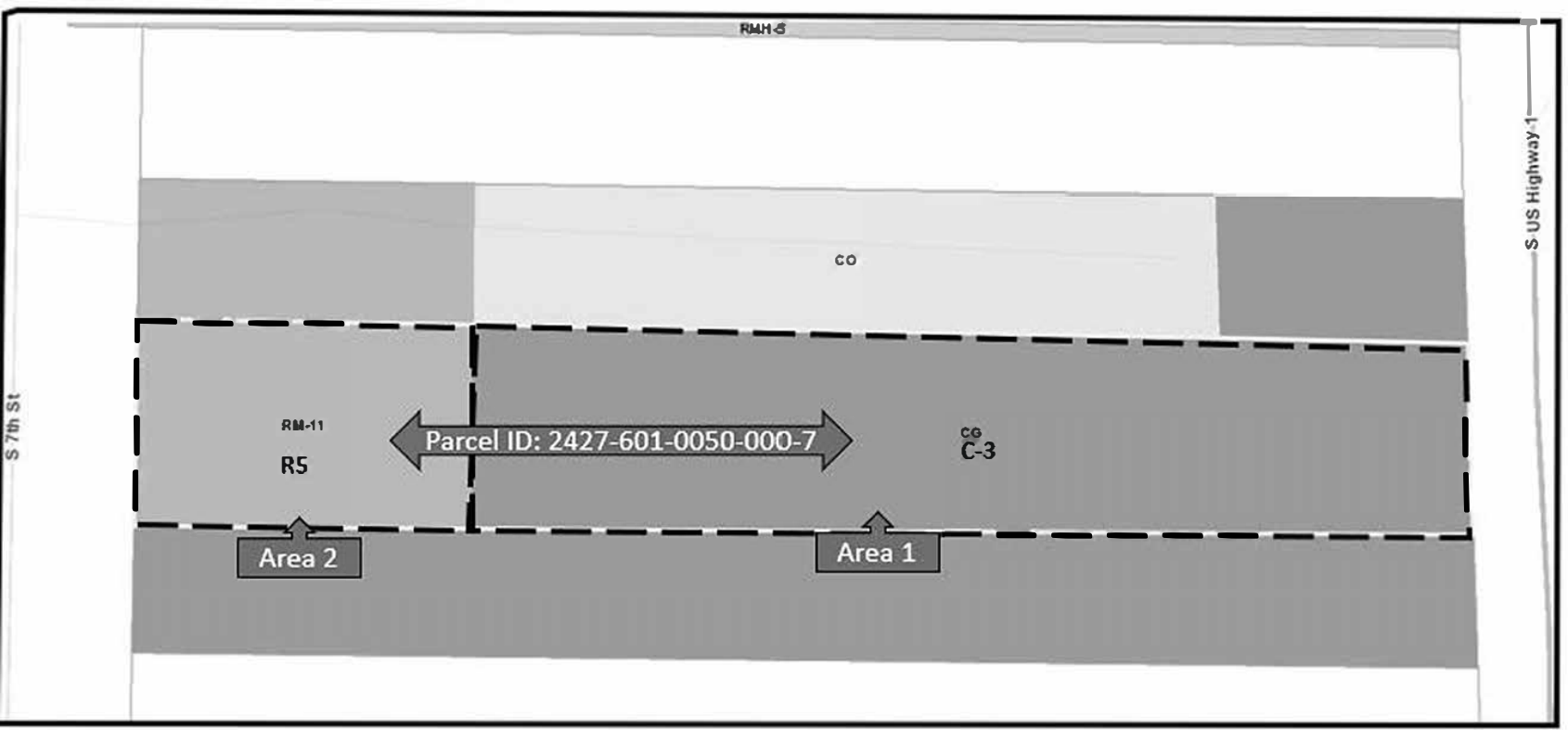
All interested parties may appear at the Public Hearings and be heard with respect to the proposed rezoning. Said proposed ordinance and application will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

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: 3/3/24


RMH-5
S US Highway-1
S 7th St
CO
RM-11
R5
Parcel ID: 2427-601-0050-000-7
CG
C-3
Area 2
Area 1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

February 29, 2024

Dear Property Owner:

The property owner, **Ubilla-Duque Holdings, LLC** is requesting approval of a **Zoning Atlas Amendment** to rezone +/-3.71 acres of property generally located at **3307 S. US Hwy 1**, Parcel ID 2427-601-0050-000-7. Area 1 of the property (+/-2.66 acres), requesting rezoning from County Zoning of Commercial, General (CG) to City Zoning of General Commercial (C-3) and Area 2 of the property (+/-1.05 acres), requesting rezoning from County Zoning of Residential Multi-family to City Zoning Residential High (R-5).

A public hearing is scheduled before the City Commission of the City of Fort Pierce, Florida, at their meetings on **Monday, March 18th, 2024**, which begins at **5:05 p.m**., and **Monday, April 1st, 2024**, 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) 467-3739 or kdriver@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,

Kerry C. Driver
Planner

K and Z Land Holdings LLC
2901 Coral Hills Dr Ste 220
Coral Springs, FL 33065-4146

High Point Of Ft Pierce POA
204 Manatee LN
Fort Pierce, FL 34982-6779

Nicholas S Smith and Frank X Go
7845 SW Ellipse WAY
Stuart, FL 34997-7247

N S S Acquisition Corp
5655 S US Highway 1
Fort Pierce, FL 34982-7373

Homercreek Properties LLC
265 Bermuda Beach Dr
Fort Pierce, FL 34949-1527

Homercreek Properties LLC
265 Bermuda Beach DR
Fort Pierce, FL 34949-1527

Douglas L O`Keefe (TR)
3975 Leafy WAY
Miami, FL 33133-6411

Christopher Campbell and Kellane
3322 Bollard RD
West Palm Beach, FL 33411-6475

Maravilla Gardens LLC
3601 SE Ocean BLVD, Unit Ste 1
Stuart, FL 34996-6737

Monarca Enterprises LLC
PO Box 1264
Fort Pierce, FL 34954-1264

Paula R Smodish (TR)
1637 SW Schleicher LN
Port St Lucie, FL 34984-3623

Saucier Realty LLC
8351 Chinaberry RD
Vero Beach, FL 32963-4224

Ubilla-Duque Holdings LLC
427 S Market AVE
Fort Pierce, FL 34982-8215

Sharon Annette Miller (TR)
2105 Riverview BLVD
Bradenton, FL 34205-4307

State Of Florida Dot
3400 W Commercial Blvd
Fort Lauderdale, FL 33309-3421

Pine View Mobile Home Park LLC
% Riverstone Communities
6400 Telegraph Rd Ste 2000
Bloomfield Township, MI 48301-17

Pine View Mobile Home Park LLC
% Riverstone Communities
6400 Telegraph RD Ste 2000
Bloomfield Township, MI 48301-17

3250 FP LLC
49 SW Flagler AVE, Unit Ste 301
Stuart, FL 34994-2148

3250 FP LLC
49 SW Flagler AVE, Unit Ste 301
Stuart, FL 34994-2148

3250 FP LLC
49 SW Flagler AVE, Unit Ste 301
Stuart, FL 34994-2148

3250 FP LLC
49 SW Flagler AVE, Unit Ste 301
Stuart, FL 34994-2148

FYR SFR Borrower LLC
% HavenBrook Homes
3505 Koger Blvd Ste 400
Duluth, GA 30096-7672

803 N LAKE DRIVE LLC
940 NE 90th ST
Miami, FL 33138-3210

Arundel D Worrell
2306 N 47th ST
Fort Pierce, FL 34946-1012

Samuel E Stokes (EST)
3235 Vernon ST
Fort Pierce, FL 34982-6530

Josefina Hernandez Pallares
3237 Vernon ST
Fort Pierce, FL 34982-6530

William Alfers
3241 Vernon St
Fort Pierce, FL 34982-6530

Thomas L Parsons and Faye L P
9197 SE Harmony WAY
Hobe Sound, FL 33455-7715

Luebertha Dixon (EST)
704 N Lake DR
Fort Pierce, FL 34982-8400

Jimmy Kokkinaris
3228 Vernon ST
Fort Pierce, FL 34982-6531

Frangel Limage and Marie Michell
3232 Vernon ST
Fort Pierce, FL 34982-6531

Aron G Reyes and Nora Reyes
3234 Vernon St
Fort Pierce, FL 34982-6531

Oscar Ojeda and Eleucaia Chav
3240 Vernon ST
Fort Pierce, FL 34982-6531

Livain R Babineau
3242 Vernon ST
Fort Pierce, FL 34982-6531

Rosario Ugarte and Angel L Cruz
3244 Vernon ST
Fort Pierce, FL 34982-6531

Thomas Parsons and Faye L Par
9197 SE Harmony WAY
Hobe Sound, FL 33455-7715

Oleander Properties Of Fort Pier
5900 Silver Oak DR
Fort Pierce, FL 34982-3274

Oleander Properties Of Fort Pier
5900 Silver Oak DR
Fort Pierce, FL 34982-3274

Oleander Properties Of Fort Pier
5900 Silver Oak DR
Fort Pierce, FL 34982-3274

PK Port Saint Lucie #2 LLC
7950 Poppy Hills LN
Port St Lucie, FL 34986-3056

Elation Capital Funding (TR)
2336 SE Ocean Blvd PMB 109
Stuart, FL 34996-3310

Mark Ottenschot
1183 Imperial LN
Washington, UT 84780-2226

Christina Fortunato
1731 Seaway DR, Unit Apt A
Fort Pierce, FL 34949-2809

Adrian Hernandez
803 French Creek LN
Fort Pierce, FL 34982-8304

Yemane Gebreamlak and Genet
2591 SE Lily St
Port St Lucie, FL 34952-7431

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/03/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/03/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27
My commission expires

Publication Cost:	$146.08	
Order No:	9897932	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0067245	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to 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 Statues will on Monday, March 18, 2024 at 5:05 p.m. and Monday, April 1, 2024 at 5:05 p.m., hold Public Hearings on the enactment of the following proposed rezoning ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida; said ordinances entitled:

ORDINANCE NO. 24-004 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, REZONING A TOTAL OF +/- 3.72 ACRES OF PROPERTY GENERALLY LOCATED AT OR NEAR 3307 S US HWY 1 IN ORDER TO REZONE +/-2.66 ACRES ("AREA 1") OF THE PROPERTY FROM COUNTY ZONING OF COMMERCIAL,GENERAL (CG) TO CITY ZONING OF GENERAL COMMERCIAL (C-3) AND TO REZONE +/- 1.05 ACRES ("AREA 2") OF THE PROPERTY FROM COUNTY ZONING OF RESIDENTIAL MULTI-FAMILY TO RESIDENTIAL HIGH (R-5); PROVIDING FOR A SEVERABILTY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFILCT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2427-601-0050-000-7

All interested parties may appear at the Public Hearings and be heard with respect to the proposed rezoning. 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
March 3 2024
LSAR0067245

City Commission Regular Meeting - 5:05 pm **12. e.**

Meeting Date: 04/01/2024

Re: Annexation - Harry Blue Annexation - Parcel IDs: 2427-603-0104-000-7, 2427-603-0135-000-3, 2427-603-0134-000-6 and 2427-603-0136-000-0

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-005: Review and approval of a voluntary annexation by Owner, Harry Blue, to extend the territorial limits of the City of Fort Pierce, Florida, to include four (4) parcels at or near the southwest intersection of South 7th Street and Kanner Drive on Duban Terrace. The proposed Future Land Use for the proposed properties is RH, High Density Residential, with a proposed zoning of R-4, Medium Density Residential. Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6. SECOND READING

SUMMARY:

Project #: 23-02000012

Applicant and owner Harry Blue is proposing the annexation of 17 properties, 4 lots, into the City of Fort Pierce. The property IDs for these parcels are 2427-603-0104-000-7, 2427-603-0135-000-3, 2427-603-0134-000-6 and 2427-603-0136-000-0. The Current St. Lucie County Future Land Use of these parcels is RH, Residential High 15 du/acre, and the current St. Lucie County zoning for these parcels is RM-11, Residential Multi-family 11 du/acre.

RECOMMENDATION:

Staff recommendation is for the City Commission to vote approval of the proposed annexation.

ALTERNATIVES:

1. Recommendation of approval with conditions.
2. Recommendation of disapproval

RESPONSIBLE STAFF:

Ryan Altizer, Senior Planner

COORDINATED WITH:

- Technical Review Committee
- Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

24-005
Staff Presentation
Staff Report
Staff's Supporting Docs
Application Packet & Supporting Documents
Public Notice Certification
Proof of Publication
Legal Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/04/2024 12:25 PM

Form Started By: Ryan Altizer
Started On: 03/01/2024 11:38 AM
Final Approval Date: 03/19/2024

ORDINANCE NO. 24-005

AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE FOUR (4) PARCELS AT OR NEAR **SOUTHWEST OF THE INTERSECTION OF S. 7TH STREET AND KANNER DRIVE ON DUBAN TERRACE, PARCEL IDS: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6,** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; 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 property 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 property to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their January 9, 2024 meeting, voted 7 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 February 15, 2024, 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 February 15, 2024, 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 ID2427-603-0135-000-3

SILVER LAKE PARK ADDN BLK 10 LOT7

Containing 0.18 acres, more or less.

b) 2427-603-0136-000-0

SILVER LAKE PARK ADDN BLK 10 LOT8

Containing 0.18 acres, more or less.

c) 2427-603-0104-000-7

SILVER LAKE PARK ADDN BLK 9 LOTS 8, 9, 10, 11, 12, 13, 14, 19, 20, 21, 22, 23, 24 AND 25 (2.41 AC - 105,000 SF)

Containing 2.41 acres, more or less.

d) 2427-603-0134-000-6

SILVER LAKE PARK ADDN BLK 10 LOT6

Containing 0.18 acres, more or less.

Said property containing approximately 2.95 acres and being generally located southwest of the intersection of S. 7th Street and Kanner Drive on Duban Terrace.

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 Medium Density Residential (R-4) and assigned a Future Land Use Designation of High Density Residential (RH), 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. 24-005 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, March 3 , 2024 and Sunday, March 17, 2024; 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, March 18, 2024; and was duly introduced, read by title only, and passed on second and final reading Monday, April 1, 2024 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 2nd day of April, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

EXHIBIT A
Territorial Limits Extension

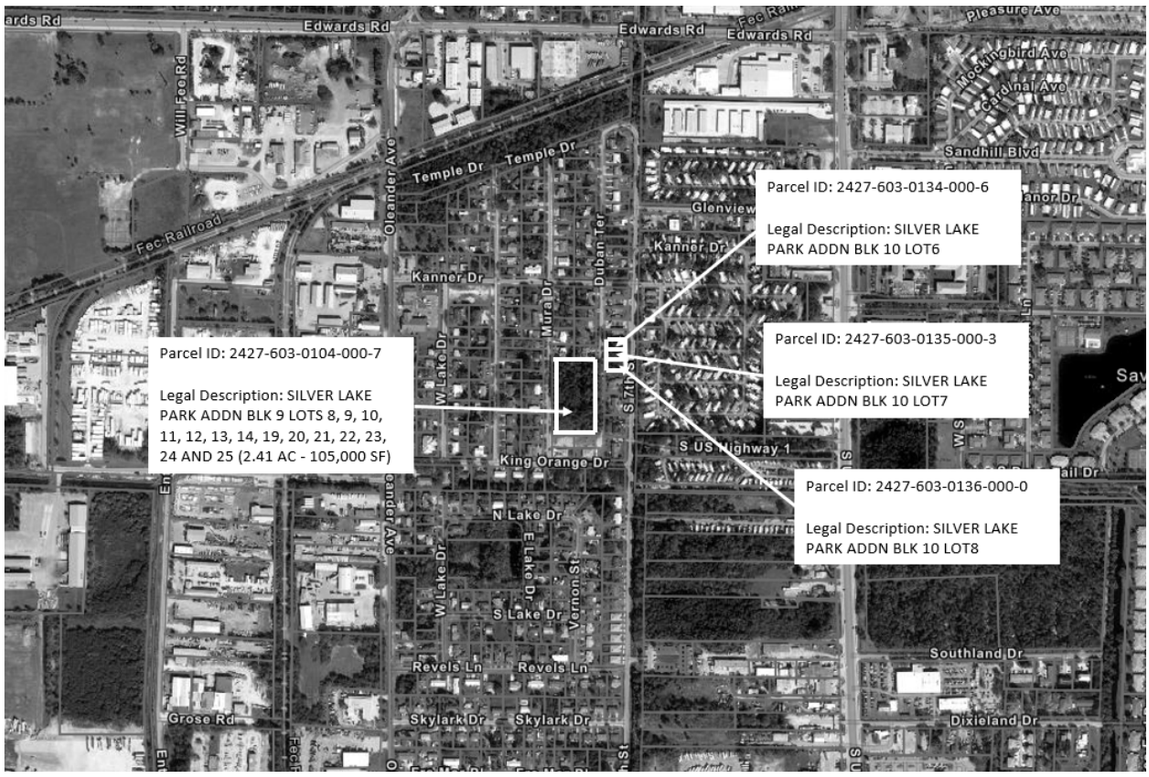
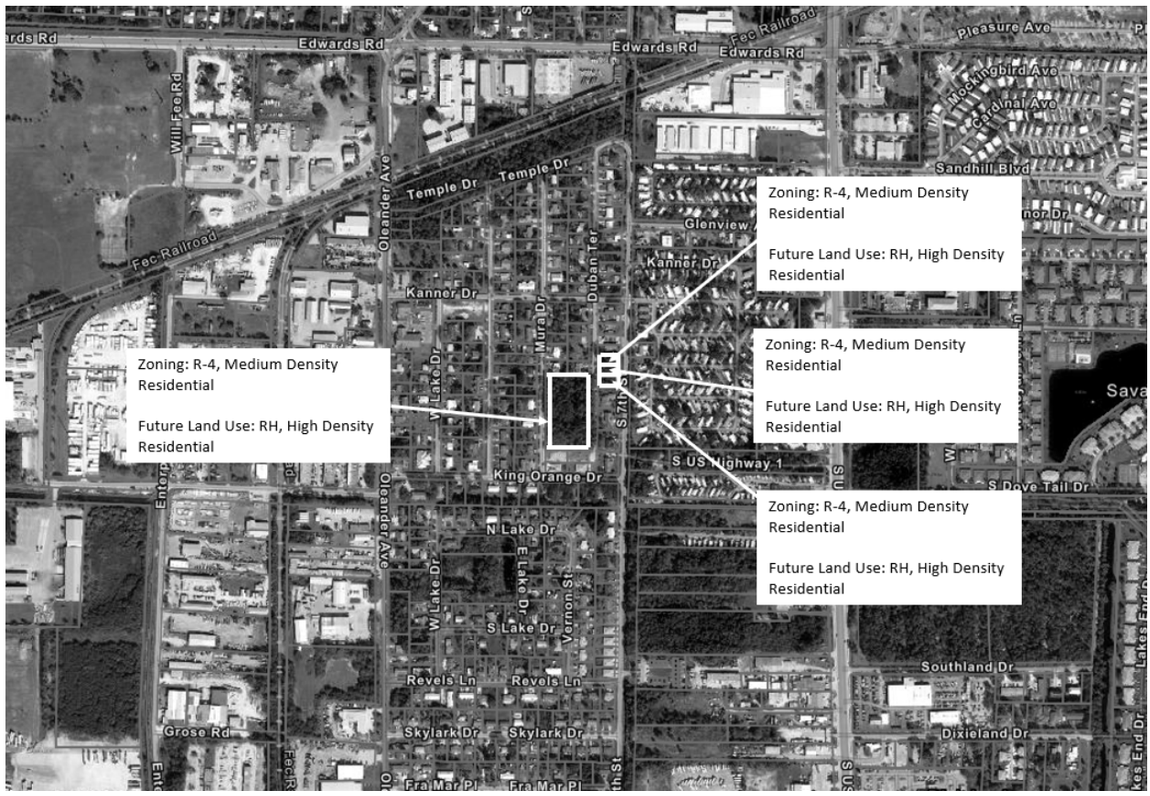


EXHIBIT B
Zoning & Future Land Use Designation Assignment


Zoning: R-4, Medium Density Residential
Future Land Use: RH, High Density Residential
Zoning: R-4, Medium Density Residential
Future Land Use: RH, High Density Residential
Zoning: R-4, Medium Density Residential
Future Land Use: RH, High Density Residential
Zoning: R-4, Medium Density Residential
Future Land Use: RH, High Density Residential
Edwards Rd
Fec Railroad
Pleasure Ave
Mockingbird Ave
Cardinal Ave
Sandhill Blvd
Will Fee Rd
Oleander Ave
Temple Dr
Glenview
Kanner Dr
Duban Ter
Mura Dr
W Lake Dr
S US Highway 1
King Orange Dr
S Dove Tail Dr
N Lake Dr
E Lake Dr
Vernon St
S Lake Dr
Revels Ln
Southland Dr
Skylark Dr
Dixieland Dr
Grose Rd
Fra Mar Pl

CITY OF FORT PIERCE

CITY COMMISSION

March 18th, 2024

Harry Blue Annexation

Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6

APPLICANT

Harry Blue

PROPERTY OWNER(S)

Harry Blue

PARCEL ID #(S):

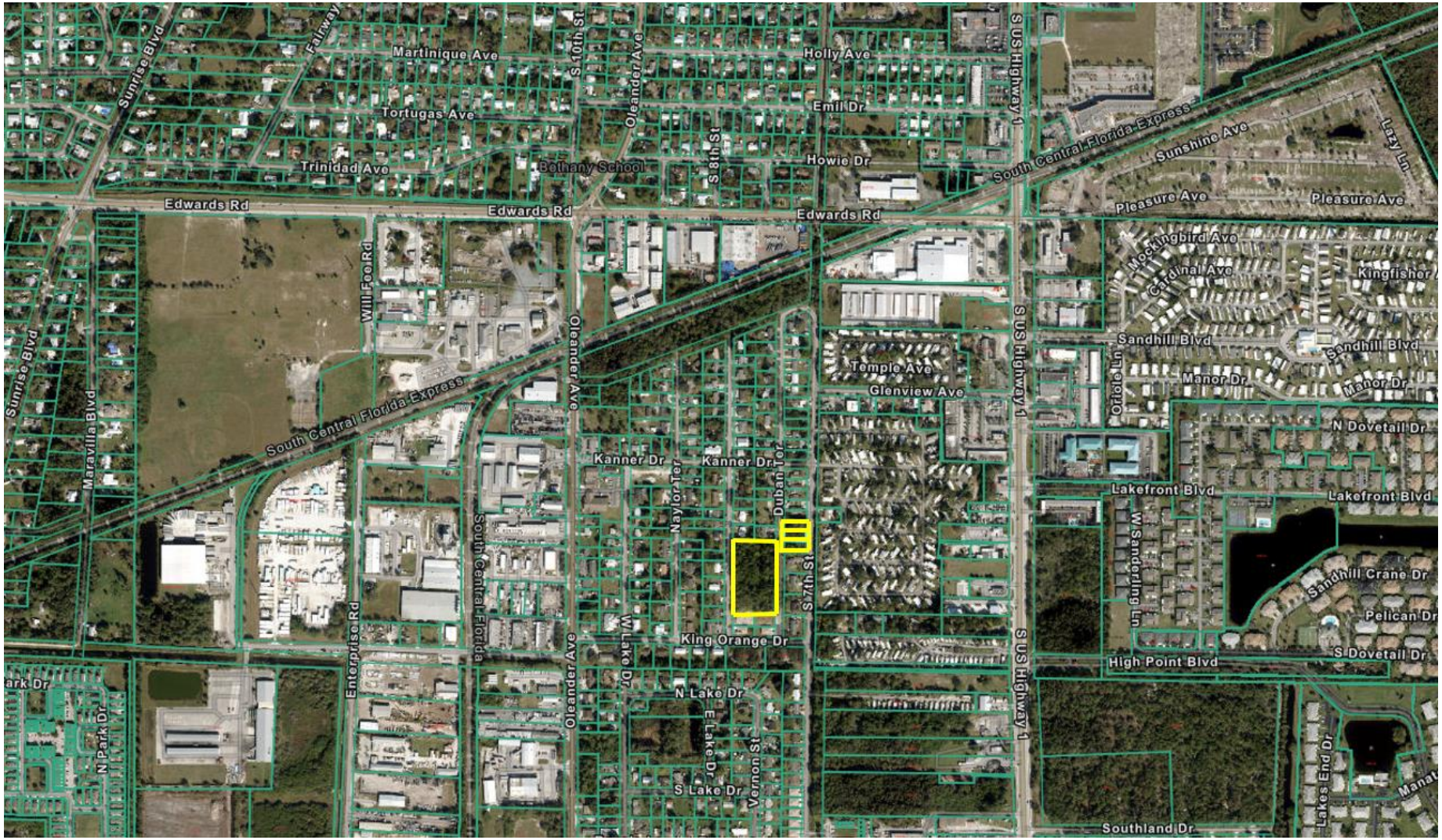
2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6

SUMMARY

Request for review of an application for an annexation of four (4) parcels into the city. The subject properties have a St. Lucie County Future Land Use RM-11, Residential Multi-Family 11, and a zoning designation of RH, Residential High. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation for the parcels is R-4, Residential Medium Density, with a zoning classification of RH, Residential High Density.

The current taxable values of the three smaller properties are each $15,367 and the current taxable value of the larger property is $121,968. Should the Applications for Annexation be approved, they could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

SITE LOCATION



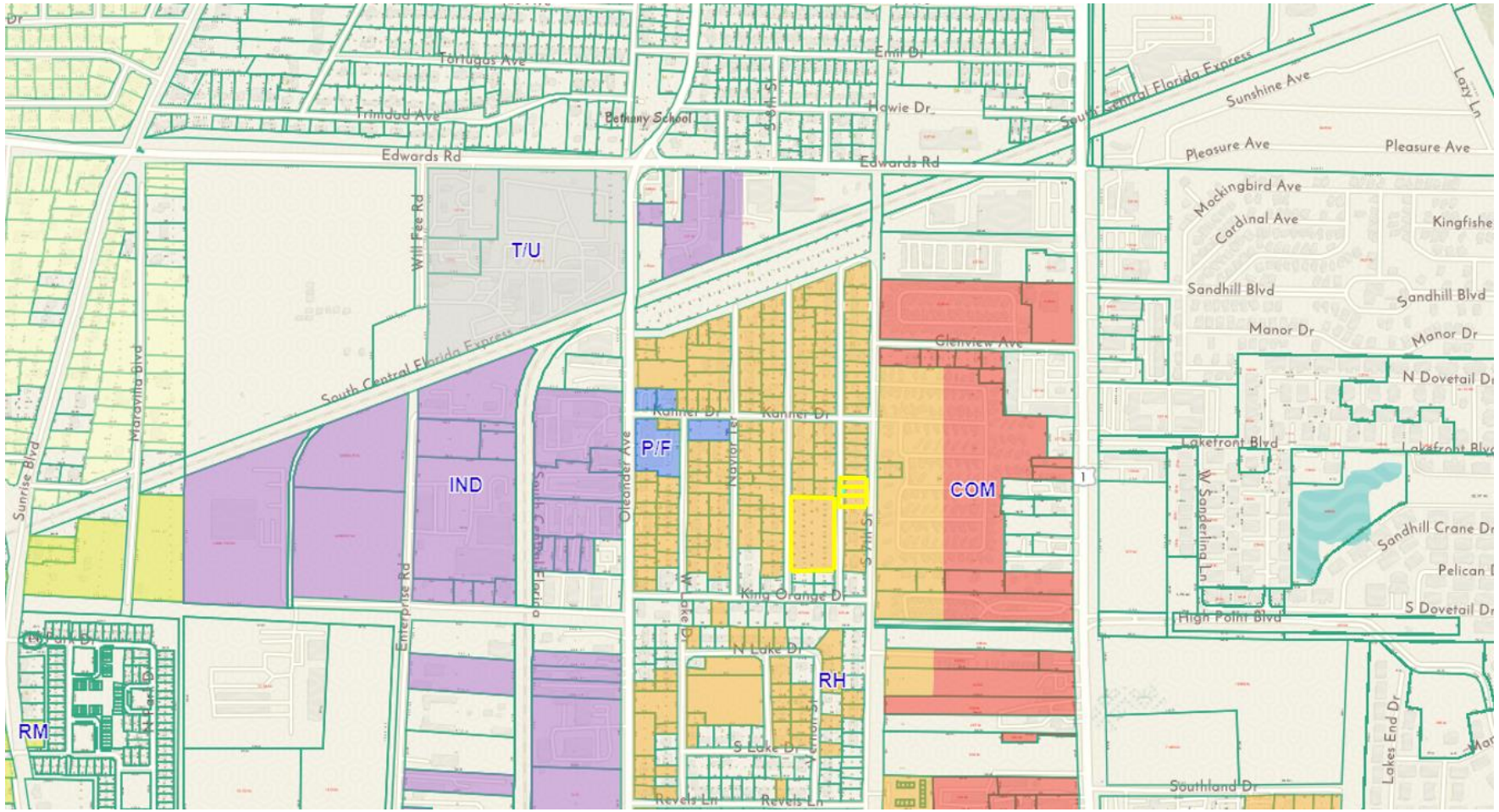
SITE AREA= 2.95 +/- Acres

Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6 – ANNEXATION

EXISTING/PROPOSED FUTURE LAND USE

Current FLU: RH (Residential High – St. Lucie County)

Proposed FLU: RH (High Density Residential– City of Fort Pierce)

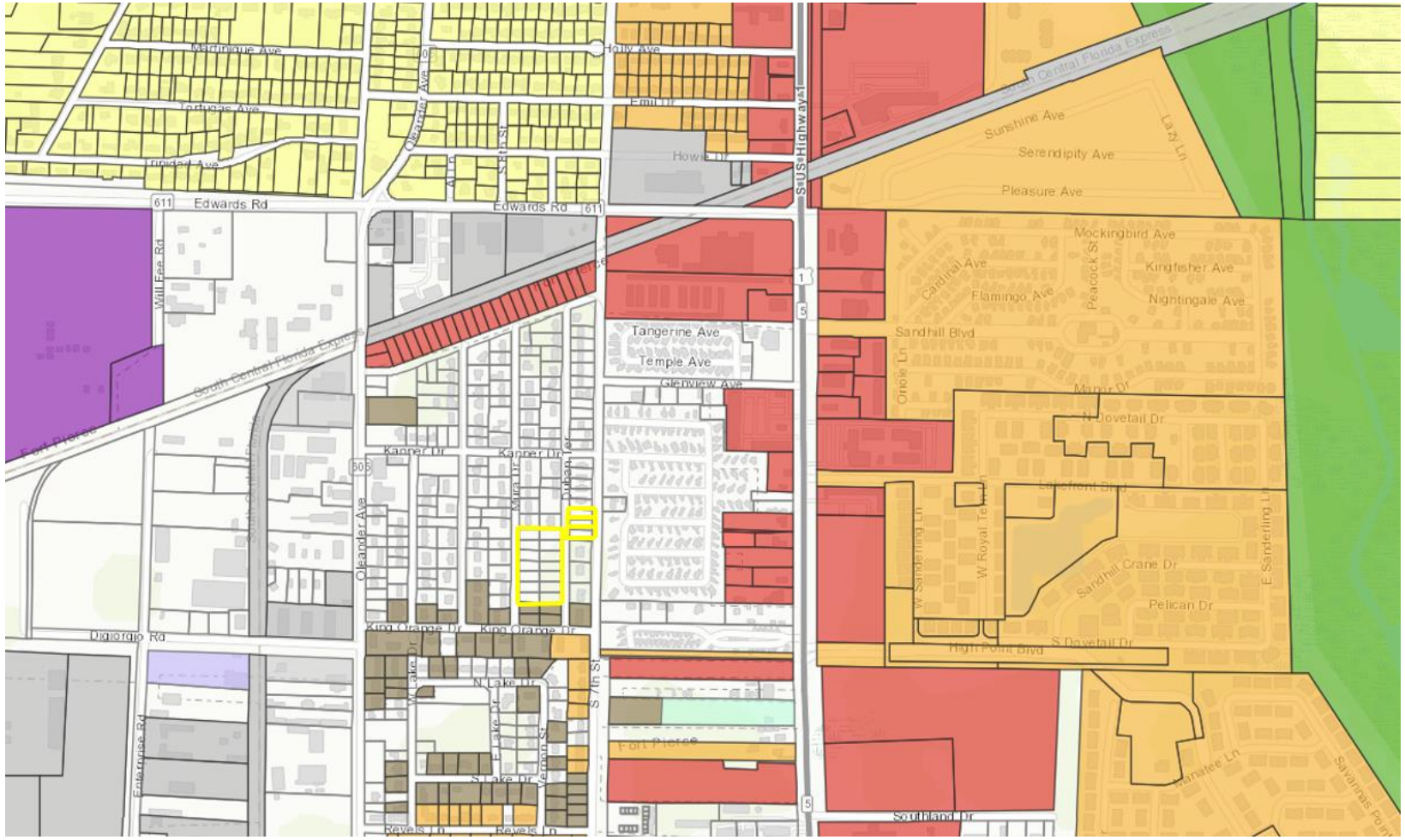


Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6 – ANNEXATION

EXISTING/PROPOSED FUTURE LAND USE

Current FLU: RH
(Residential High – St. Lucie County)

Proposed FLU: RH (High Density Residential– City of Fort Pierce)

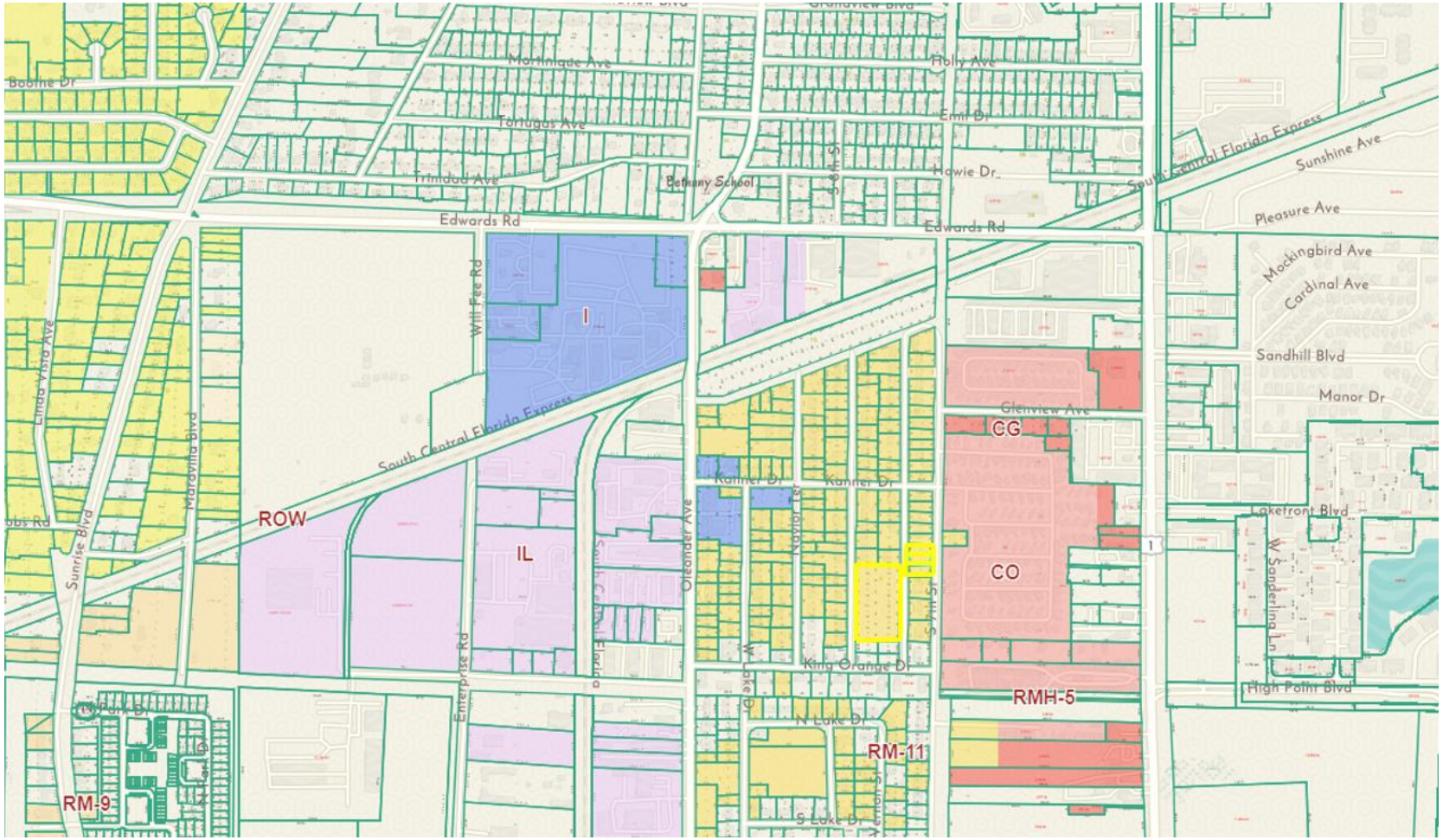


Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6 – ANNEXATION

EXISTING/PROPOSED ZONING

Currently Zoned: RM-11 (Residential, Multiple-Family 11 – St. Lucie County)

Proposed Zoning: R-4 (Medium Density Residential – City of Fort Pierce)

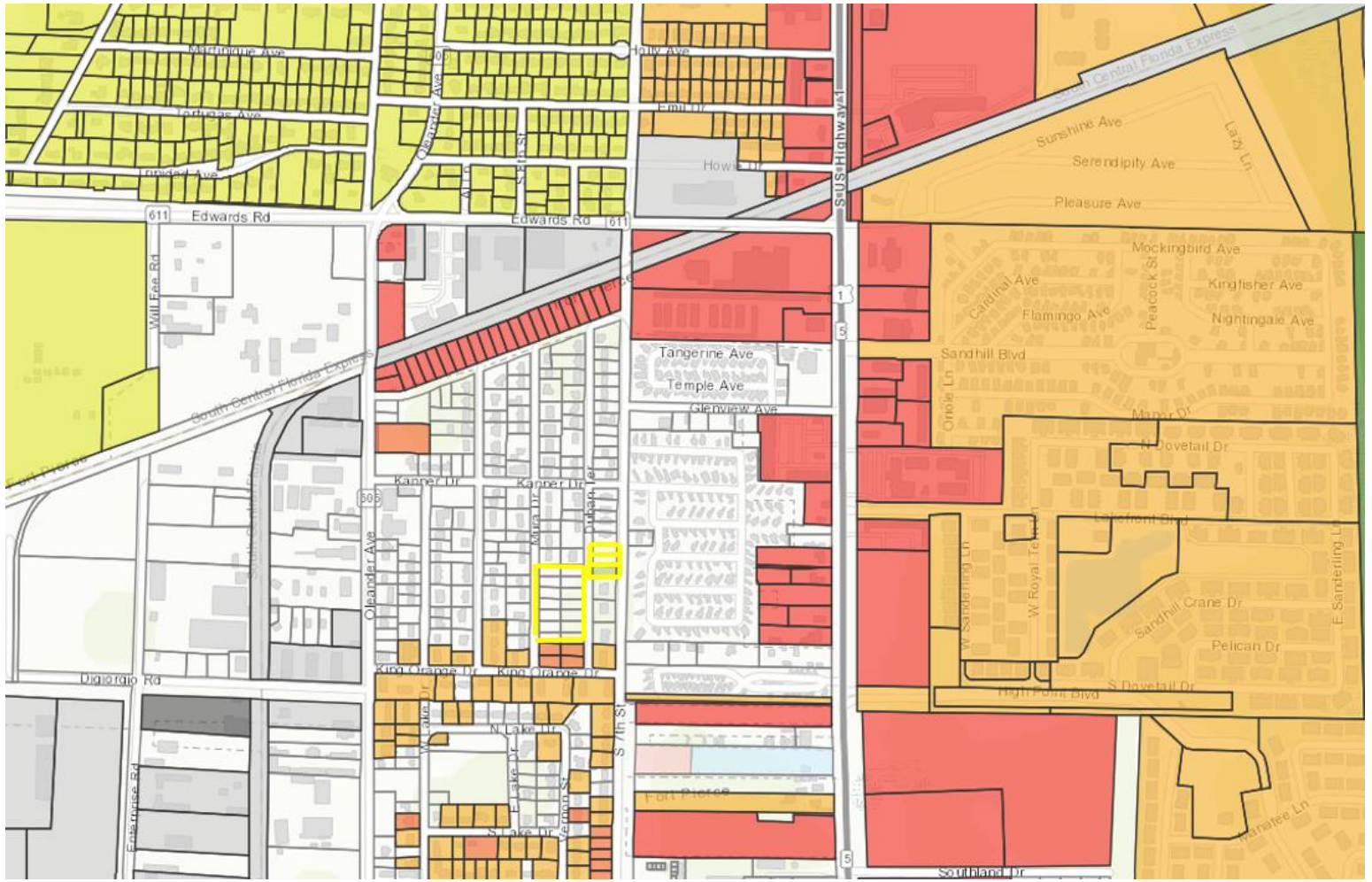


Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6 – ANNEXATION

EXISTING/PROPOSED ZONING

Currently Zoned: RM-11
(Residential, Multiple-Family 11 – St. Lucie County)

Proposed Zoning: R-4
(Medium Density Residential – City of Fort Pierce)



Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6 – ANNEXATION

PLANNING BOARD'S RECOMMENDATION

At their January 8th, 2024, meeting, the Planning Board voted unanimously to recommend approval of the Annexation.

RECOMMENDATION

Staff recommendation is for the 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

March 18th, 2024

Harry Blue Annexation

Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6

CITY OF FORT PIERCE
PLANNING DEPARTMENT

PROJECT: **HARRY BLUE ANNEXATION - 23-02000012**

REVIEWER: **RYAN ALTIZER, SENIOR PLANNER**

DATE: **3/1/2024**

STAFF REPORT

Owner: Harry Blue

Applicant: Harry Blue

Requested Action: Review of an application for an annexation of four (4) parcels into the city, with a City Future Land Use of RH, High Density Residential, and a City Zoning of R-4, Medium Density Residential.

Location: N/A

Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6

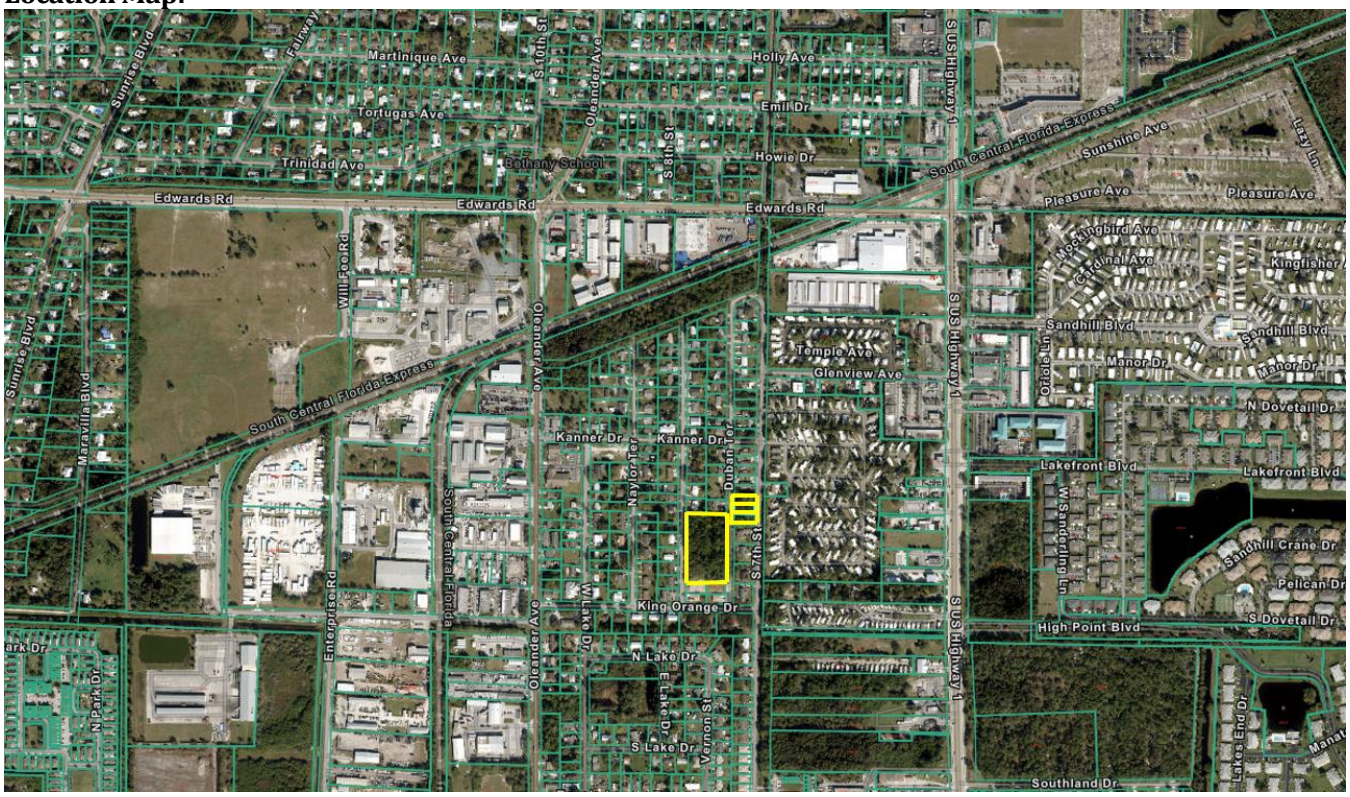
Current Zoning: RM-11 (Residential Multi-Family 11 – County)

Proposed Zoning: R-4 (Residential Medium Density – City)

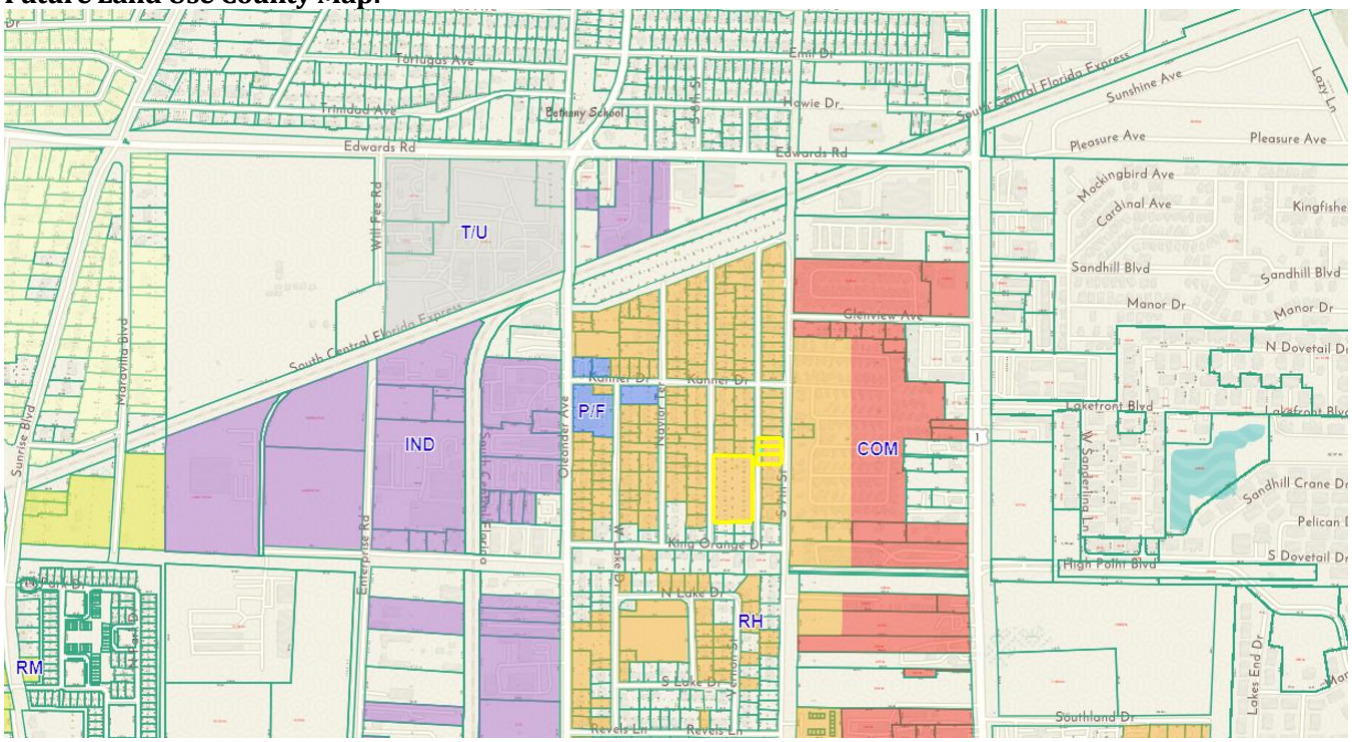
Current Future Land Use: RH (Residential High – County)

Proposed Future Land Use: RH (Residential High Density – City)

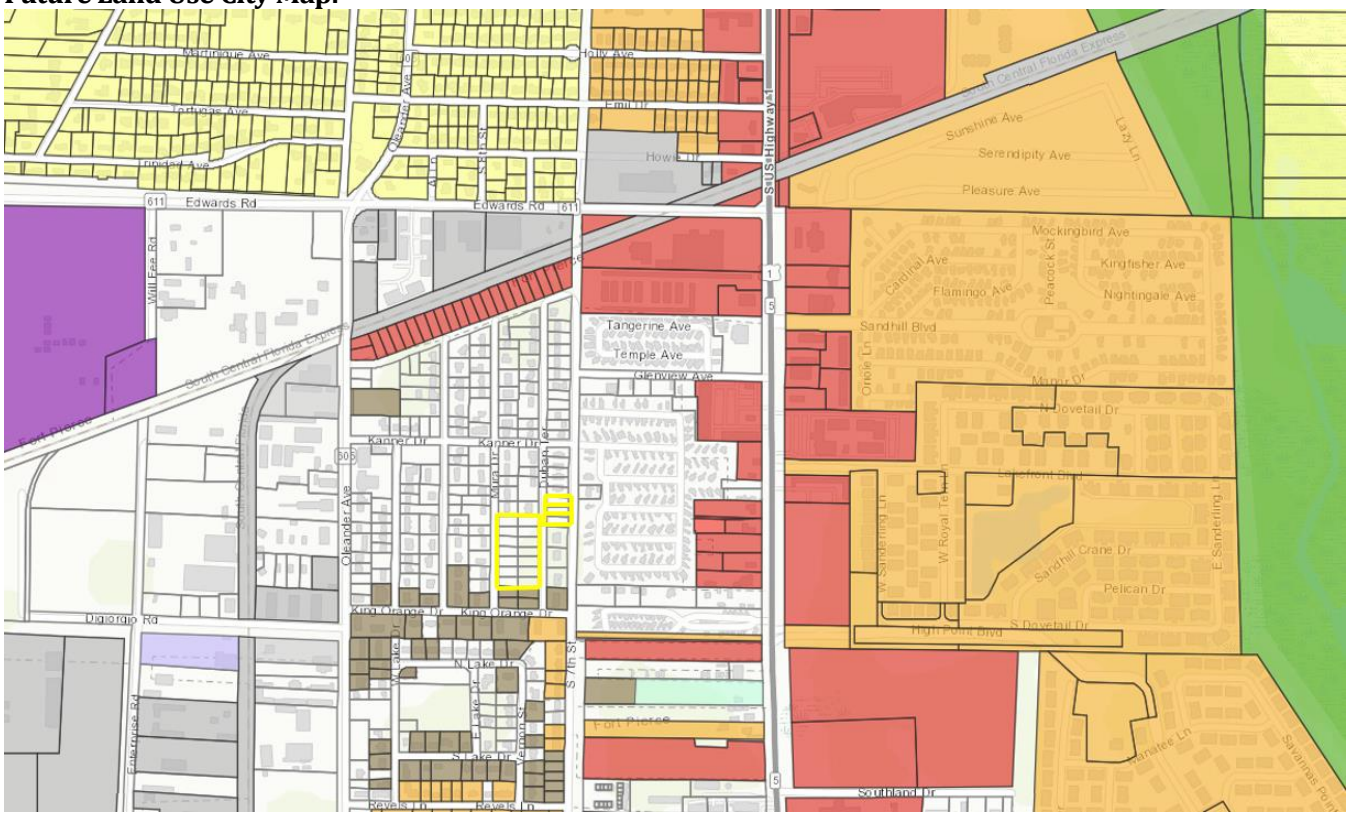
Location Map:



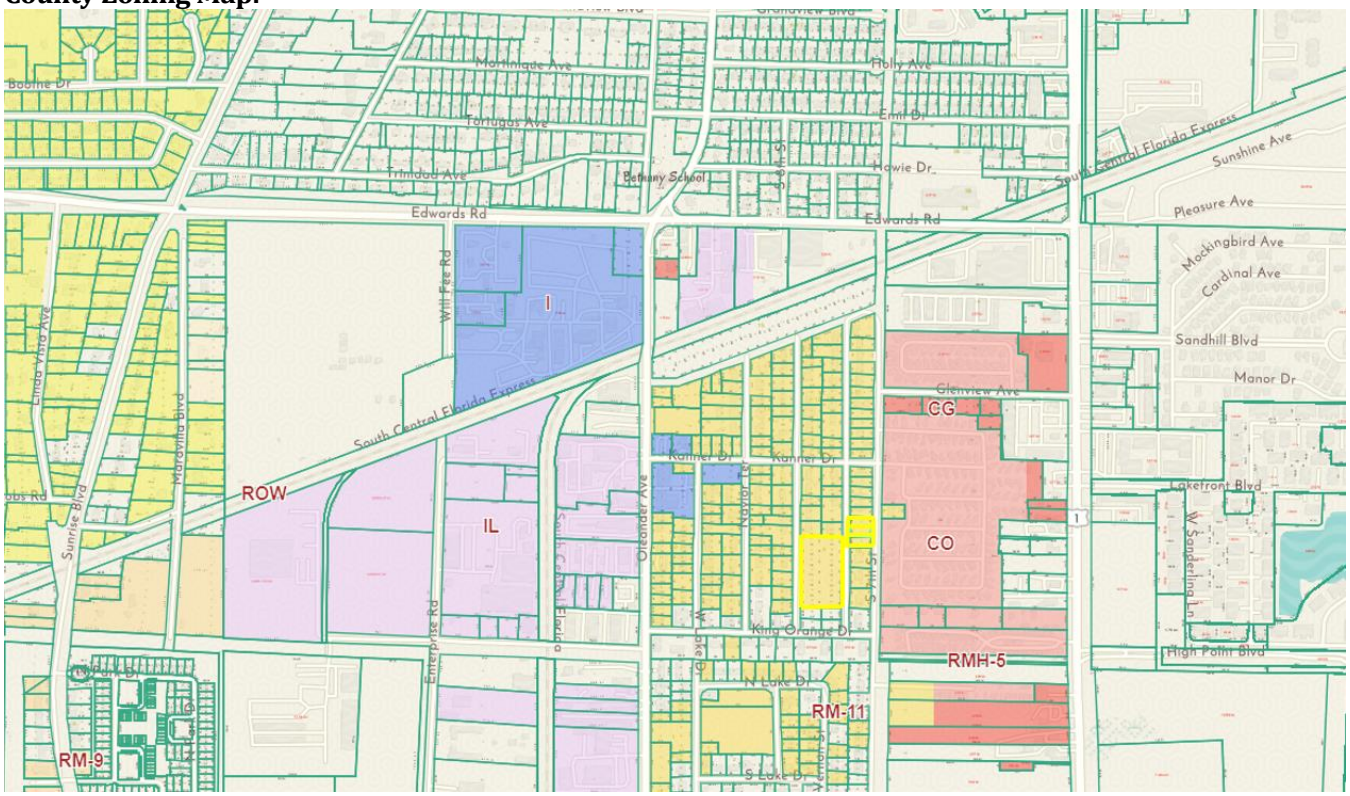
Future Land Use County Map:



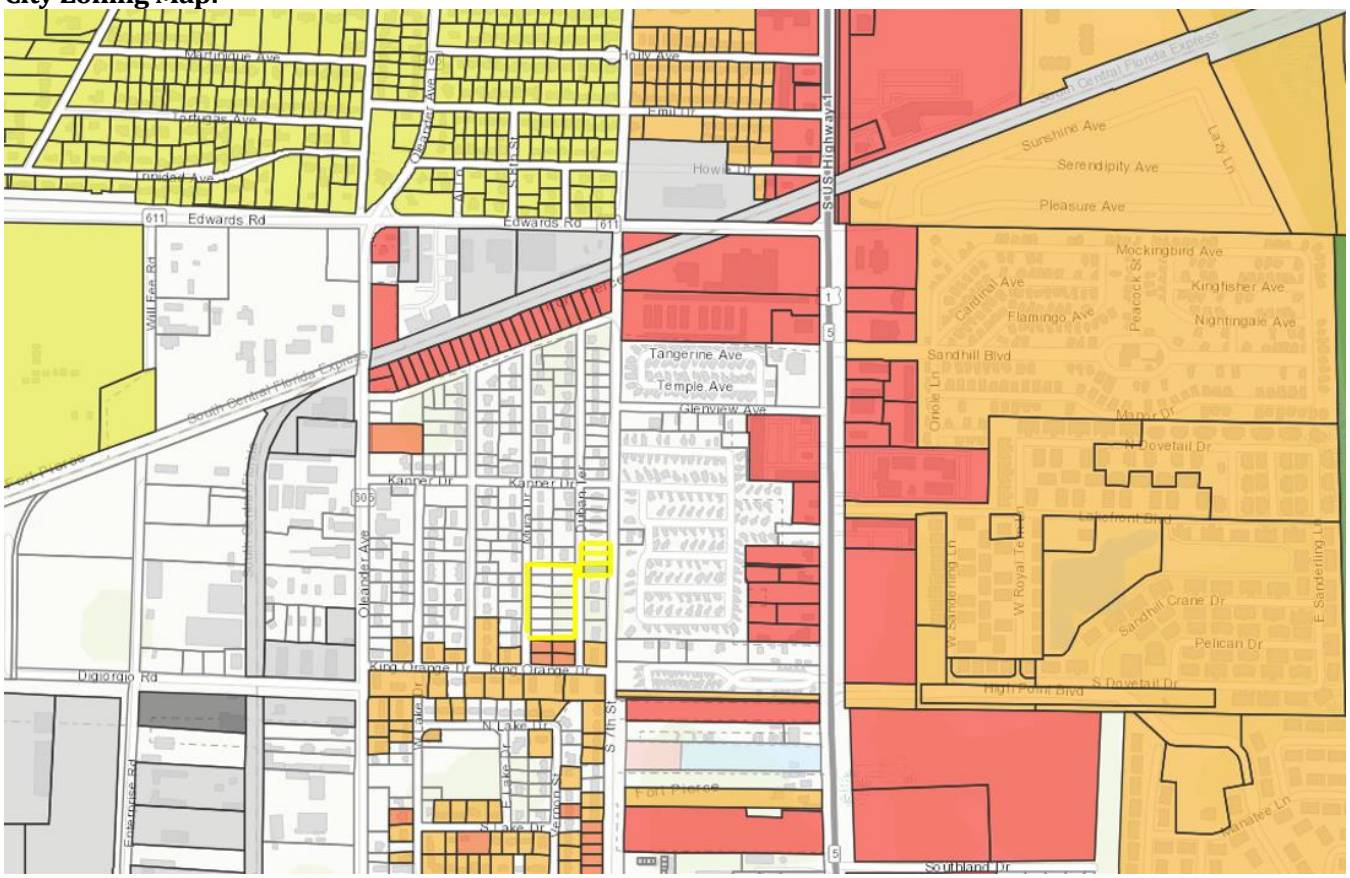
Future Land Use City Map:



County Zoning Map:



City Zoning Map:



Surrounding Zoning:

North	East	South	West
RM-11 (County)	CG (County)	R-5 (City)/RM-11 (County)	RM-11 (County)

Site Area: +/- 2.95 acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for an annexation of four (4) parcels into the city, with a City Future Land Use of RH, High Density Residential, and a City Zoning of R-4, Medium Density Residential.

The subject properties have a St. Lucie County Future Land Use RM-11, Residential Multi-Family 11, and a zoning designation of RH, Residential High. To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed Future Land Use designation for the parcels is R-4, Residential Medium Density, with a zoning classification of RH, Residential High Density.

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the properties are located within unincorporated St. Lucie County and are contiguous to the Fort Pierce City municipal boundary and within the FPUA service area. The proposed voluntary annexations are also consistent with Chapter 171.044, F.S.,

whereas the properties are contiguous to a municipality and reasonably compact; and the annexations will not result in the creation of an enclave.

The current taxable values of the three smaller properties are each $15,367 and the current taxable value of the larger property is $121,968. Should the Applications for Annexation be approved, they could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000.

Existing Conditions
Currently the land is vacant with all four parcels having a County Future Land Use of RH, Residential High, and a County Zoning of RM-11, Residential Multi-Family 11 (11 units per acre).

Stormwater Retention & Landscaping
Stormwater retention, drainage and landscaping requirements are to be met when permits are submitted for building on these parcels.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexations are consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The properties are within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexations within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;

2. The ability of the City to provide public services at the City's adopted levels of service;

3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and

4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The subject properties will be designated with a City Future Land Use of High Density Residential. The High Density Residential (RH) designation is intended for parcels that are best suited for medium to high density multifamily residential uses ranging in density from 12 to 18 dwelling units per acre. This category allows multifamily dwellings including apartments, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed.

The subject properties will be designated with a City Zoning of R-4, Residential Medium Density. The medium density residential district is designed to accommodate a variety of housing types, including conventional single-family dwellings, duplexes and, where desirable, townhome dwellings, mobile homes or multifamily housing with three or more dwelling units. Maximum gross densities should generally not exceed ten units per acre for conventional developments and 12 units per acre for innovative residential developments. This intensity of residential use is envisioned for locations which have public water and sewer service and which have adequate access to arterial or collector streets. Certain nonresidential uses are permitted under the parameters and safeguards set forth in this section.

Summary of Technical Review Committee
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 will provide notice of these annexations by mail to the St. Lucie County Administrator's Office by February 15, 2024, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Development Plan with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the annexation.

Summary of Planning Board
At their January 8th, 2024, meeting, the Planning Board voted unanimously to recommend approval of the Annexation.

Staff Recommendation
Staff recommendation is for the Planning Board to move the proposed Annexation for approval to City Commission.

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **HARRY BLUE ANNEXATION - 23-02000012**

REVIEWER: **RYAN ALTIZER, SENIOR PLANNER**

DATE: **12/29/2023**

STAFF REPORT

Owner: Harry Blue

Applicant: Harry Blue

Requested Action: Review of an application for an annexation of four (4) parcels into the city, with a City Future Land Use of RH, High Density Residential, and a City Zoning of R-4, Medium Density Residential.

Location: N/A

Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6

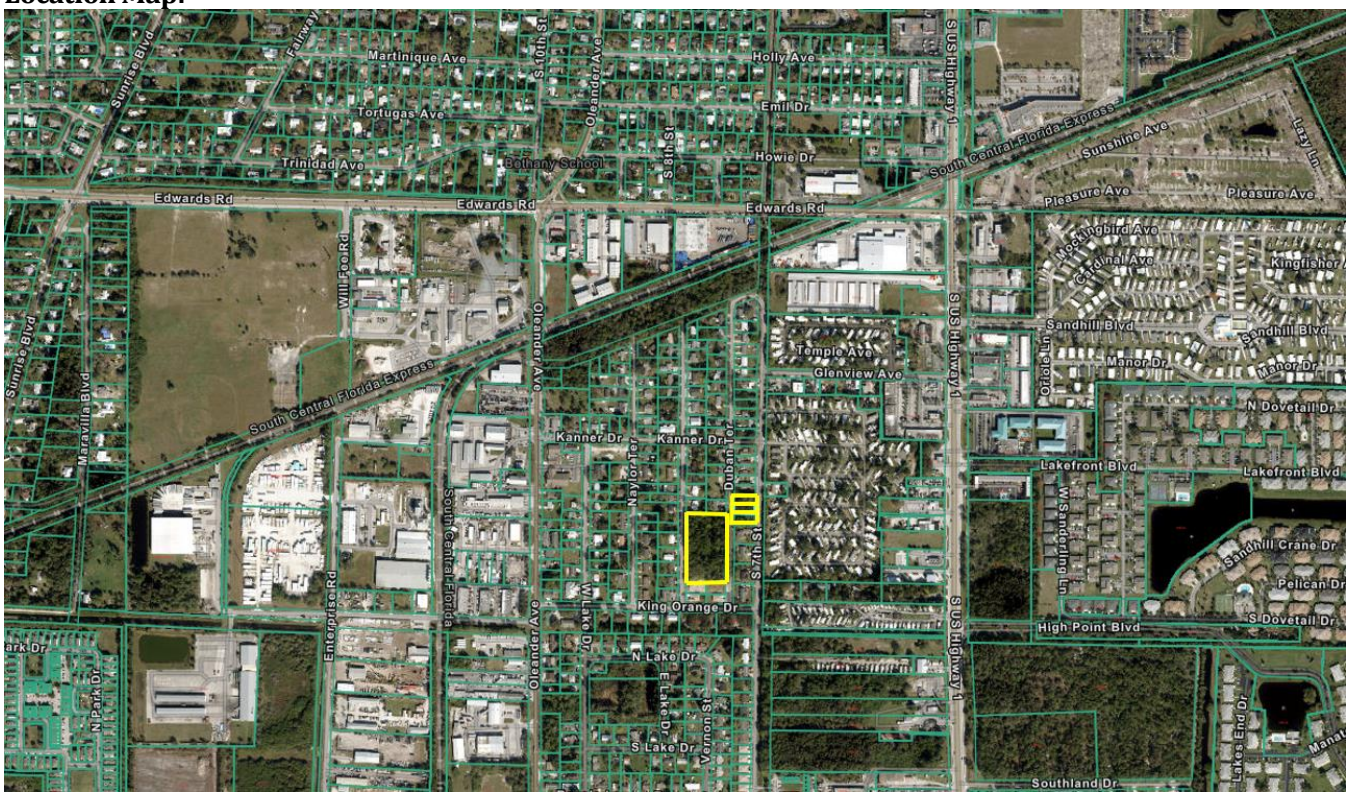
Current Zoning: RM-11 (Residential Multi-Family 11 – County)

Proposed Zoning: R-4 (Residential Medium Density – City)

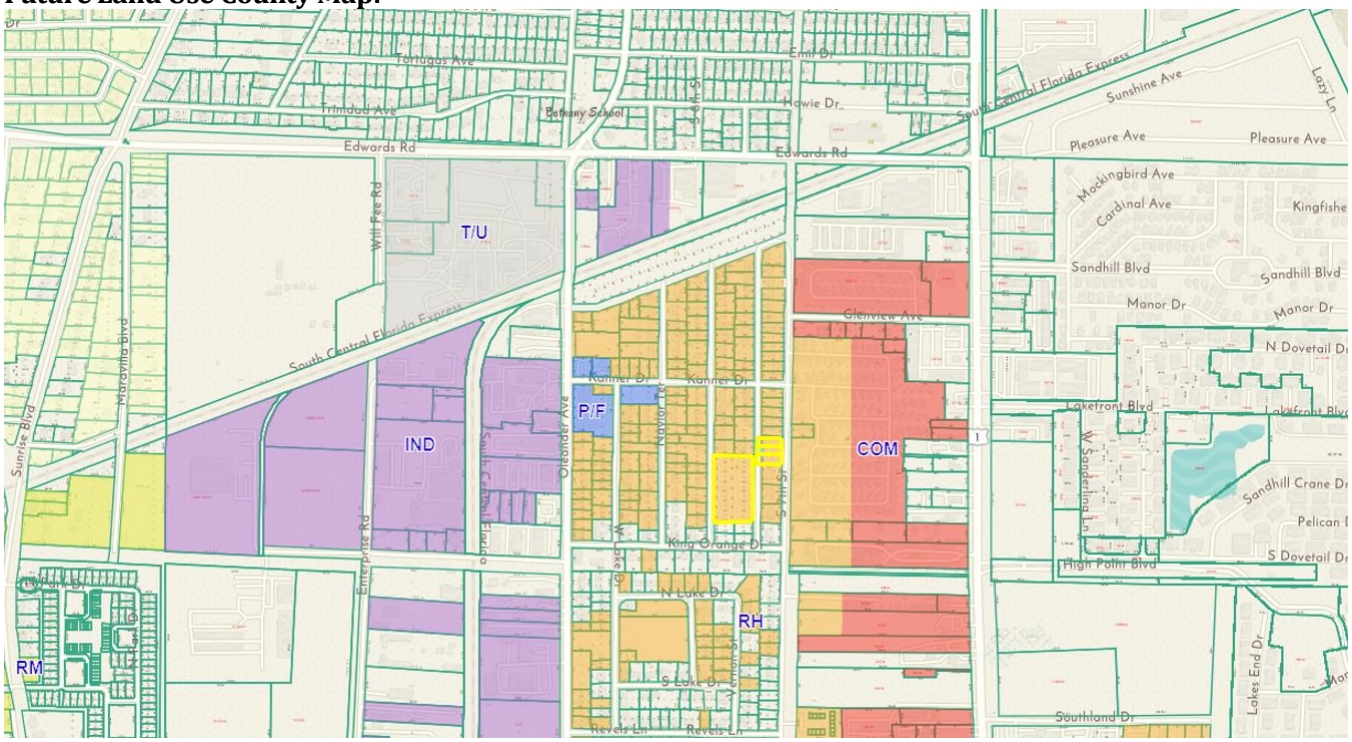
Current Future Land Use: RH (Residential High – County)

Proposed Future Land Use: RH (Residential High Density – City)

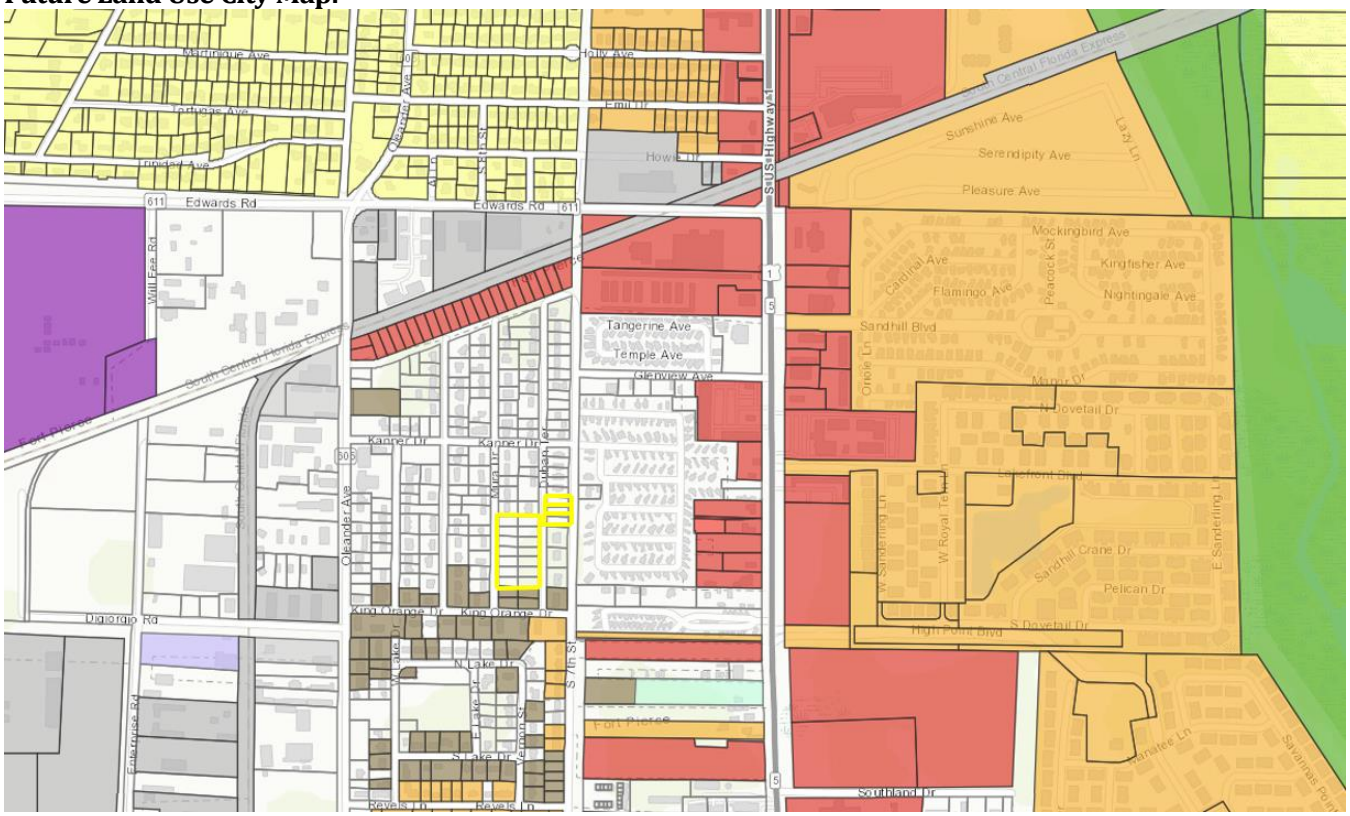
Location Map:



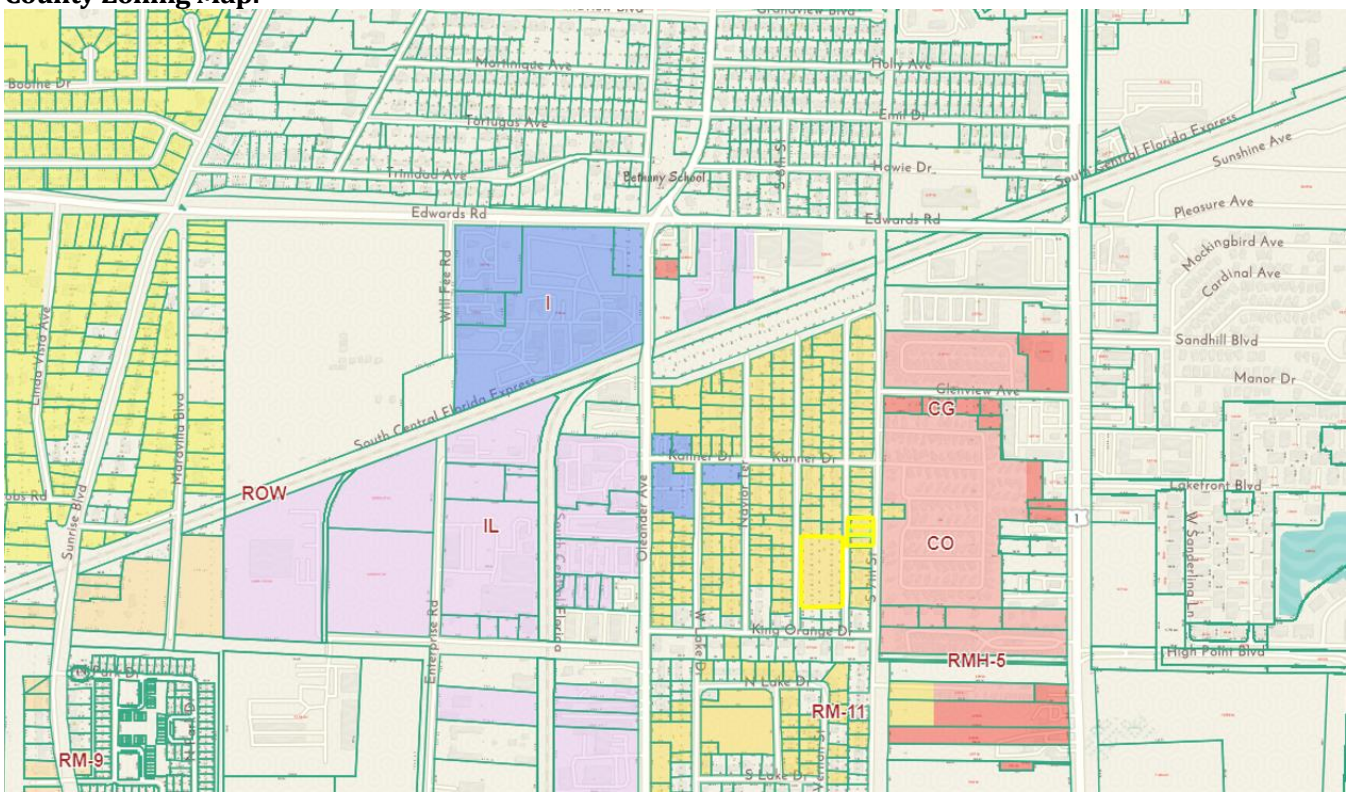
Future Land Use County Map:



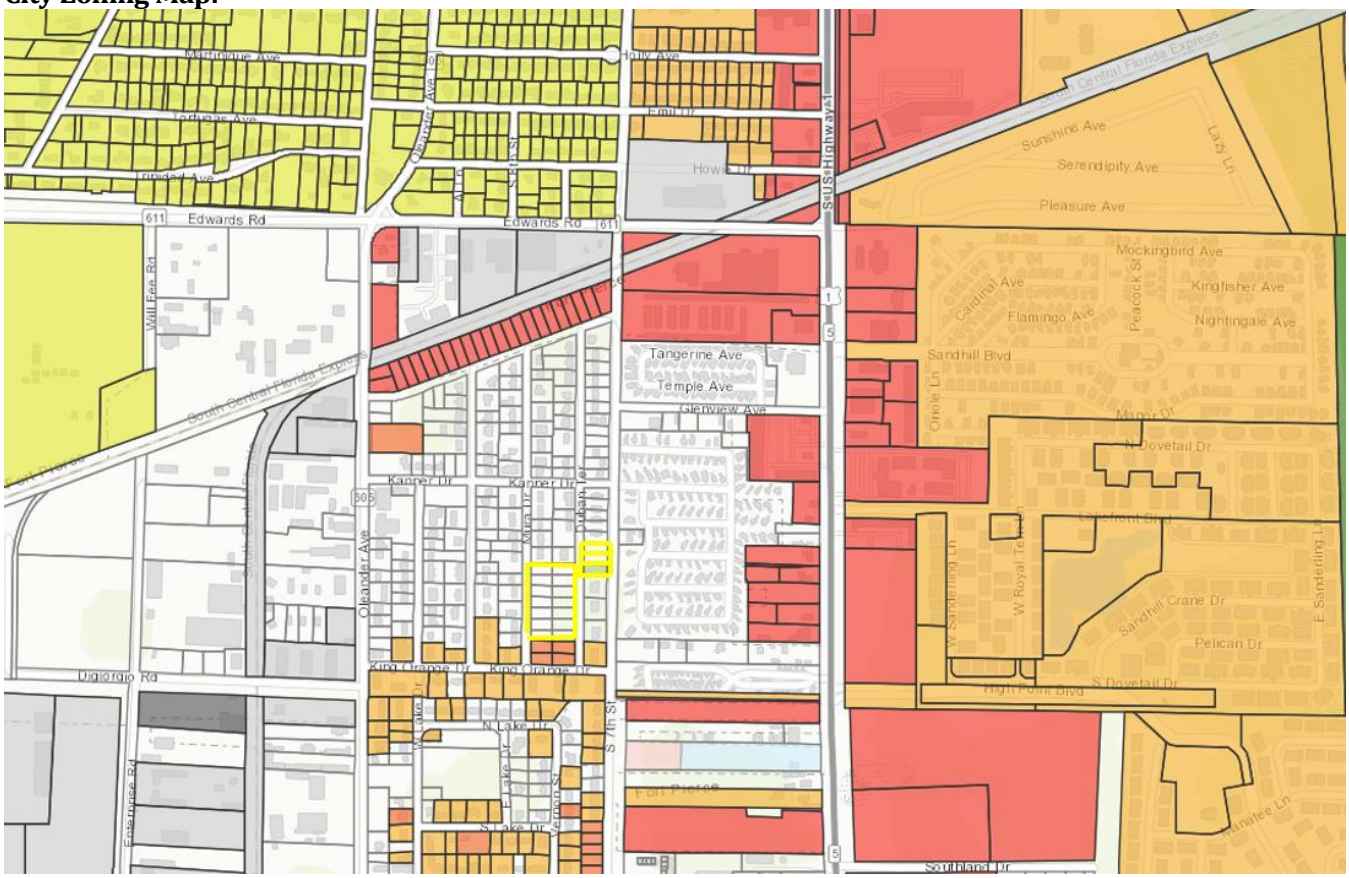
Future Land Use City Map:



County Zoning Map:



City Zoning Map:



Surrounding Zoning:

North	East	South	West
RM-11 (County)	CG (County)	R-5 (City)/RM-11 (County)	RM-11 (County)

Site Area:
+/- 2.95 acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for an annexation of four (4) parcels into the city, with a City Future Land Use of RH, High Density Residential, and a City Zoning of R-4, Medium Density Residential.

Existing Conditions

Currently the land is vacant with all four parcels having a County Future Land Use of RH, Residential High, and a County Zoning of RM-11, Residential Multi-Family 11 (11 units per acre).

Stormwater Retention & Landscaping

Stormwater retention, drainage and landscaping requirements are to be met when permits are submitted for building on these parcels.

Comprehensive Plan

The subject properties will be designated with a City Future Land Use of High Density Residential. The High Density Residential (RH) designation is intended for parcels that are best suited for medium to high density multifamily

residential uses ranging in density from 12 to 18 dwelling units per acre. This category allows multifamily dwellings including apartments, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed.

The subject properties will be designated with a City Zoning of R-4, Residential Medium Density. The medium density residential district is designed to accommodate a variety of housing types, including conventional single-family dwellings, duplexes and, where desirable, townhome dwellings, mobile homes or multifamily housing with three or more dwelling units. Maximum gross densities should generally not exceed ten units per acre for conventional developments and 12 units per acre for innovative residential developments. This intensity of residential use is envisioned for locations which have public water and sewer service and which have adequate access to arterial or collector streets. Certain nonresidential uses are permitted under the parameters and safeguards set forth in this section.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Development Plan with regards to consistency with established ordinances and requirements of the City Code. The Technical Review Committee reviewed this project, and all departments supported the annexation.

Staff Recommendation
Staff recommendation is for the Planning Board to move the proposed Annexation for approval to City Commission.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Annexation - Harry Blue - Parcel ID(s): 2427-603-0104-000-7, 2427-603-0135-000-3, 2427-603-0134-000-6 and 2427-603-0136-000-0

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves the submission of comments upon completion of the official plan review.

☑ 2. Pre-construction meeting with the City's Building Department is requested.

☑ 3. All new construction or alterations shall meet the requirements of the Florida Building Code 7th Edition.

☑ 4. Building Permit required.

☑ 5. Signed and sealed construction drawings required.

☐ 6. Must meet the following Accessibility requirements:

- ☐ Accessible route
- ☐ Handicapped parking spaces
- ☐ Means of egress

☐ 7. Change of Use required

- ☐ Shall include a signed and sealed Life Safety Plan
- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and elements will comply with the Florida Building Code requirements.

MEP

☐ 8. Property exists in Special Flood Hazard Area. All Federal and State requirements shall be addressed.

☐ 9. Flood Development Permit required.

☐ 10. Final plat and approved parcel ID's required to submit or DPCR and building permit review.

☐ 11. Open permits, requiring attention exist.

☐ 12. Shall meet the Fire Prevention Code:

- ☐ Sprinkler system is required.
- ☐ Smoke alarm system is required.

☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 12/19/23

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Planning Department

FROM: John R. Andrews, P.E., City Engineer JRA

RE : Mura Drive – Annexation – Harry Blue
Property Tax ID 2427-603-0104-000-7, 2427-603-0135-000-3, 2427-603-0134-000-6, and 2427-603-0136-000-0

DATE : December 21, 2023

This is to advise you that we have completed the review of the following documents as received by this office on December 7, 2023:

- ☑ Annexations
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☐ Clearances from all applicable Local, State and Federal Agencies
- ☐ Future Land Use Designation
- ☐ Executed Construction Contract
- ☐ Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- ☑ Recommend
- ☐ Do Not Recommend
- ☐ CU Approval
- ☐ DPCR 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 advisory comments

JRA/jra

Q:\ENGINEERING\Site Development Projects\Miscellaneous\Annexations\Harry Blue - Mura Road\Annexations Approval - 12-21-23.docx

THE SUNRISE CITY
FORT PIERCE
Florida
POLICE DEPARTMENT
"In Honor We Serve"

Technical Review Committee meeting

December 21, 2023

Case #: 23-02000012

Planner: City of Ft. Pierce Planning Department

Annexation, 17 properties.

Harry Blue, Silver Lake Park, (no street address) Fort Pierce, FL

Comments:

No comments at this time.

.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: # 23-02000012

Annexation - Harry Blue - Parcel ID(s): 2427-603-0104-000-7, 2427-603-0135-000-3, 2427-603-0134-000-6 and 2427-603-0136-000-0

Comments

FPUA W/WW Engineering: Approved.

FPUA Electric Engineering: This submission is outside of the FPUA electric service area.

FPUA Gas: Approved. Natural gas can be made available.

FPUAnet Fiber: FPUAnet approves.

Fiber Services can be made available depending of the time frame

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Harry Blue
11900 W Midway Road
Fort Pierce, FL 34945

Subject: Annexation - Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6 – Technical Review Committee Comments for December 21, 2023 TRC Meeting

City of Fort Pierce Planning Department

1. No comments at this time

Fort Pierce Engineering Department

1. Update the engineer's "Opinion of Cost" to include the following:
   a. Add costs associated with the landscaping and irrigation of common areas and any streetscape plantings.
   b. Update the square yard cost of SP 9.5 (1") to $14.60 and the SP 12.5 (1-1/2") to$21.00.

2. Future comments may be provided once the review by the City's reviewing surveyor, Northstar Geomatics, has been finalized.

3. ADVISORY COMMENT:
   Prior to the City of Fort Pierce City Clerk's endorsement of the Final Plat, the appropriate recorded bonding mechanism must be in place, ensuring construction completion of all outstanding infrastructure (sidewalks, roadways, drainage, utilities, curb, striping, etc.). The total bond amount is to be determined and shall be based upon the sum reflected on the approved Engineer's Opinion of Cost.

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. 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. 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

No comments at this time

City Clerk Office

Comments may be forthcoming

Code Enforcement

Comments may be forthcoming

Fort Pierce Utilities Authority

FPUA W/WW Engineering: Approved.

FPUA Electric Engineering: This submission is outside of the FPUA electric service area.

FPUA Gas: Approved. Natural gas can be made available.

FPUAnet Fiber: FPUAnet approves.
Fiber Services can be made available depending of the time frame.

St. Lucie County Fire District

Comments may be forthcoming

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

February 15, 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 the south intersection of Kanner Road and Duban Terrace in Fort Pierce, Florida, more specifically at Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6. The first reading of the prospective annexation is scheduled for the City Commission meeting on March 18, 2024, and the second reading is scheduled for the City Commission meeting on April 1, 2024.

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 Ryan Altizer, 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

February 15, 2024

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 the south intersection of Kanner Road and Duban Terrace in Fort Pierce, Florida, more specifically at Parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6. The first reading of the prospective annexation is scheduled for the City Commission meeting on March 18, 2024, and the second reading is scheduled for the City Commission meeting on April 1, 2024.

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 Ryan Altizer, 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
Sara Hedges, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Draft Ordinance

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

As approved as part of SB170 and effective October 1, 2023, pursuant to Section 166.041(4), Florida Statutes, the City is required to prepare a business impact estimate prior to enacting an ordinance, subject to exemptions noted in the Law.

This does not apply to the following types of ordinances:

1. Ordinances required for compliance with federal or state law or regulation;
2. Ordinances relating to the issuance or refinancing of debt;
3. Ordinances relating to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
4. Ordinances required to implement a contract or an agreement, including, but not limited to, any federal, state, local, or private grant, or other financial assistance accepted by a municipal government;
5. Emergency ordinances;
6. Ordinances relating to procurement; or
7. Ordinances enacted to implement the following:
    a. Part II of chapter 163, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements, and development permits;
    b. Sections 190.005 and 190.046; 351
    c. Section 553.73, relating to the Florida Building Code; or
    d. Section 633.202, relating to the Florida Fire Prevention Code.

THE SUNRISE CITY
FORT PIERCE
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: TBD
2. Legal description of real property for which annexation is being requested:
   SEE ATTACHED LIST 17 PROPERTIES

   Property Tax ID: SEE ATTACHED LIST 17 PROPERTIES
3. Size of described property: 60' x 125'
4. Project description: VACANT LOTS SILVER LAKE PARK
5. Current St. Lucie County Future Land Use Designation: RM-11 — 0000
6. Current St. Lucie County Zoning: RM-11
7. Is this a Historic property? NO
8. Appraised value: $ 250,000.00
9. Name of Owner(s): HARRY BLUE

   Signature of Owner(s): John Blue
   Mailing Address: 11900 W MIDWAY RD.
   City Ft. PIERCE State FL. Zip 34945
   Phone 772-284-2856
   E-mail: BIGGBLUE718@GMAIL.COM
10. Name of Representative: SAME

    Signature of representative:
    Mailing Address:
    City) State Zip
    Phone
    E-mail:

2023 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
SAINT LUCIE COUNTY TAXING AUTHORITIES

DO NOT PAY
THIS IS NOT A BILL

Parcel ID 2427-603-0134-000-6

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

HARRY BLUE
11900 W MIDWAY RD
FORT PIERCE FL 34945-2518

Account Number: 31745
Tax Code: 0002 Saint Lucie County
Location: TBD
Legal Desc: SILVER LAKE PARK ADDN BLK 10 LOT6

TAXING AUTHORITY	Column 1* Your Last Year's Tax Rate & Property Taxes		Column 2* Your Tax Rate & Taxes This Year If No Budget Change is Made		Column 3* Your Tax Rate & Taxes This Year If Budget Change is Made		A Public Hearing on the Proposed Taxes and Budget will be held:
	Tax Rate	Tax Amount	Tax Rate	Tax Amount	Tax Rate	Tax Amount	
GENERAL COUNTY							
SLC General Fund	4.2077	58.78	3.7567	57.73	4.2840	65.83	September 7, 2023 6:00 PM
Jail,Law Enf	2.7294	38.13	2.4261	37.28	2.7294	41.94	2300 Virginia Ave 3rd Floor, Fort Pierce
Erosion Dist E	0.1763	2.46	0.1559	2.40	0.1000	1.54	(772) 462-1670
Mosquito Control	0.1352	1.89	0.1189	1.83	0.1352	2.08	
SLC Stormwater	0.4731	6.61	0.4320	6.64	0.4731	7.27	
Community Dev MSTU	0.4300	6.01	0.3926	6.03	0.4300	6.61	
Law Enforc MSTU	0.9103	12.72	0.8312	12.77	0.9103	13.99	
County Parks	0.1813	2.53	0.1603	2.46	0.0000	0.00	
County Transit	0.1269	1.77	0.1122	1.72	0.2500	3.84	
PUBLIC SCHOOLS							
By State Law	3.2310	46.85	2.8402	61.63	3.1640	68.66	September 12, 2023 5:01 PM
By Local Board	3.2480	47.10	2.8552	61.96	3.2480	70.48	9461 Brandywine Ln, PSL
							(772) 429-3970
MUNICIPALITY							
WATER MANAGEMENT							
S FL Wtr Mgmt Dist	0.0948	1.32	0.0850	1.31	0.0948	1.46	September 14, 2023 5:15 PM
SFWMD-Okee Basin	0.1026	1.43	0.0920	1.41	0.1026	1.58	3301 Gun Club Rd Bldg B-1, WPB
Everglades Project	0.0327	0.46	0.0293	0.45	0.0327	0.50	(561) 686-8800
INDEPENDENT DISTRICTS							
SLC Fire Dist	3.0000	41.91	2.6555	40.81	3.0000	46.10	September 6, 2023 5:01 PM
							5160 NW Milner Dr, PSL
							(772) 621-3400
FL Inland Nav Dist	0.0320	0.45	0.0288	0.44	0.0288	0.44	September 7, 2023 5:05 PM
							1707 NE Indian River Dr, Jensen Beach
							(561) 627-3386
Children`s Services	0.4025	5.62	0.3563	5.48	0.3790	5.82	September 5, 2023 5:01 PM
							546 NW University Blvd, PSL
							(772) 408-1100
VOTER APPROVED DEBT SERVICE							
Total Property Taxes		$276.04		$302.35		$338.14	

SEE BELOW FOR EXPLANATION OF THE COLUMNS ABOVE.

***Column 1 - "Your Last Year's Tax Rate & Property Taxes"**
This column shows the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

***Column 2 - "Your Tax Rate & Taxes This Year If No Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

***Column 3 - "Your Tax Rate & Taxes This Year If Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

2023 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
SAINT LUCIE COUNTY TAXING AUTHORITIES

Parcel ID 2427-603-0104-000-7

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

396
6 - 146672 - R

HARRY BLUE
11900 W MIDWAY RD
FORT PIERCE FL 34945-2518

Account Number: 31718
Tax Code: 0002 Saint Lucie County
Location: MURA DR
Legal Desc: SILVER LAKE PARK ADDN BLK 9 LOTS 8, 9, 10, 11, 12, 13, 14, 19, 20, 21, 22, 23, 24 AND 25 (2.41 AC - 105,000 SF)

TAXING AUTHORITY	Column 1* Your Last Year's Tax Rate & Property Taxes		Column 2* Your Tax Rate & Taxes This Year If No Budget Change is Made		Column 3* Your Tax Rate & Taxes This Year If Budget Change is Made		A Public Hearing on the Proposed Taxes and Budget will be held:
	Tax Rate	Tax Amount	Tax Rate	Tax Amount	Tax Rate	Tax Amount	
GENERAL COUNTY							
SLC General Fund	4.2077	466.55	3.7567	458.20	4.2840	522.51	September 7, 2023 6:00 PM
Jail,Law Enf	2.7294	302.64	2.4261	295.91	2.7294	332.90	2300 Virginia Ave 3rd Floor, Fort Pierce
Erosion Dist E	0.1763	19.55	0.1559	19.01	0.1000	12.20	(772) 462-1670
Mosquito Control	0.1352	14.99	0.1189	14.50	0.1352	16.49	
SLC Stormwater	0.4731	52.46	0.4320	52.69	0.4731	57.70	
Community Dev MSTU	0.4300	47.68	0.3926	47.88	0.4300	52.45	
Law Enforc MSTU	0.9103	100.93	0.8312	101.38	0.9103	111.03	
County Parks	0.1813	20.10	0.1603	19.55	0.0000	0.00	
County Transit	0.1269	14.07	0.1122	13.68	0.2500	30.49	
PUBLIC SCHOOLS							
By State Law	3.2310	373.18	2.8402	491.35	3.1640	547.37	September 12, 2023 5:01 PM
By Local Board	3.2480	375.14	2.8552	493.95	3.2480	561.90	9461 Brandywine Ln, PSL
							(772) 429-3970
MUNICIPALITY							
WATER MANAGEMENT							
S FL Wtr Mgmt Dist	0.0948	10.51	0.0850	10.37	0.0948	11.56	September 14, 2023 5:15 PM
SFWMD-Okee Basin	0.1026	11.38	0.0920	11.22	0.1026	12.51	3301 Gun Club Rd Bldg B-1, WPB
Everglades Project	0.0327	3.63	0.0293	3.57	0.0327	3.99	(561) 686-8800
INDEPENDENT DISTRICTS							
SLC Fire Dist	3.0000	332.64	2.6555	323.89	3.0000	365.90	September 6, 2023 5:01 PM
							5160 NW Milner Dr, PSL
							(772) 621-3400
FL Inland Nav Dist	0.0320	3.55	0.0288	3.51	0.0288	3.51	September 7, 2023 5:05 PM
							1707 NE Indian River Dr, Jensen Beach
							(561) 627-3386
Children`s Services	0.4025	44.63	0.3563	43.46	0.3790	46.23	September 5, 2023 5:01 PM
							546 NW University Blvd, PSL
							(772) 408-1100
VOTER APPROVED DEBT SERVICE							
Total Property Taxes		$2,193.63		$2,404.12		$2,688.74	

SEE BELOW FOR EXPLANATION OF THE COLUMNS ABOVE.

***Column 1 - "Your Last Year's Tax Rate & Property Taxes"**
This column shows the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

***Column 2 - "Your Tax Rate & Taxes This Year If No Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

***Column 3 - "Your Tax Rate & Taxes This Year If Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

2023 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
SAINT LUCIE COUNTY TAXING AUTHORITIES

Parcel ID 2427-603-0136-000-0

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

HARRY BLUE
11900 W MIDWAY RD
FORT PIERCE FL 34945-2518

Account Number: 31747
Tax Code: 0002 Saint Lucie County
Location: TBD
Legal Desc: SILVER LAKE PARK ADDN BLK 10 LOT8

TAXING AUTHORITY	Column 1* Your Last Year's Tax Rate & Property Taxes		Column 2* Your Tax Rate & Taxes This Year If No Budget Change is Made		Column 3* Your Tax Rate & Taxes This Year If Budget Change is Made		A Public Hearing on the Proposed Taxes and Budget will be held:
	Tax Rate	Tax Amount	Tax Rate	Tax Amount	Tax Rate	Tax Amount	
GENERAL COUNTY							
SLC General Fund	4.2077	58.78	3.7567	57.73	4.2840	65.83	September 7, 2023 6:00 PM
Jail,Law Enf	2.7294	38.13	2.4261	37.28	2.7294	41.94	2300 Virginia Ave 3rd Floor, Fort Pierce
Erosion Dist E	0.1763	2.46	0.1559	2.40	0.1000	1.54	(772) 462-1670
Mosquito Control	0.1352	1.89	0.1189	1.83	0.1352	2.08	
SLC Stormwater	0.4731	6.61	0.4320	6.64	0.4731	7.27	
Community Dev MSTU	0.4300	6.01	0.3926	6.03	0.4300	6.61	
Law Enforc MSTU	0.9103	12.72	0.8312	12.77	0.9103	13.99	
County Parks	0.1813	2.53	0.1603	2.46	0.0000	0.00	
County Transit	0.1269	1.77	0.1122	1.72	0.2500	3.84	
PUBLIC SCHOOLS							
By State Law	3.2310	46.85	2.8402	61.63	3.1640	68.66	September 12, 2023 5:01 PM
By Local Board	3.2480	47.10	2.8552	61.96	3.2480	70.48	9461 Brandywine Ln, PSL
							(772) 429-3970
MUNICIPALITY							
WATER MANAGEMENT							
S FL Wtr Mgmt Dist	0.0948	1.32	0.0850	1.31	0.0948	1.46	September 14, 2023 5:15 PM
SFWMD-Okee Basin	0.1026	1.43	0.0920	1.41	0.1026	1.58	3301 Gun Club Rd Bldg B-1, WPB
Everglades Project	0.0327	0.46	0.0293	0.45	0.0327	0.50	(561) 686-8800
INDEPENDENT DISTRICTS							
SLC Fire Dist	3.0000	41.91	2.6555	40.81	3.0000	46.10	September 6, 2023 5:01 PM
							5160 NW Milner Dr, PSL
							(772) 621-3400
FL Inland Nav Dist	0.0320	0.45	0.0288	0.44	0.0288	0.44	September 7, 2023 5:05 PM
							1707 NE Indian River Dr, Jensen Beach
							(561) 627-3386
Children`s Services	0.4025	5.62	0.3563	5.48	0.3790	5.82	September 5, 2023 5:01 PM
							546 NW University Blvd, PSL
							(772) 408-1100
VOTER APPROVED DEBT SERVICE							
Total Property Taxes		$276.04		$302.35		$338.14	

SEE BELOW FOR EXPLANATION OF THE COLUMNS ABOVE.

***Column 1 - "Your Last Year's Tax Rate & Property Taxes"**
This column shows the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

***Column 2 - "Your Tax Rate & Taxes This Year If No Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

***Column 3 - "Your Tax Rate & Taxes This Year If Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

2023 NOTICE OF PROPOSED PROPERTY TAXES AND PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
SAINT LUCIE COUNTY TAXING AUTHORITIES

Parcel ID 2427-603-0135-000-3

DO NOT PAY
THIS IS NOT A BILL

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

HARRY BLUE
11900 W MIDWAY RD
FORT PIERCE FL 34945-2518

Account Number: 31746
Tax Code: 0002 Saint Lucie County
Location: TBD
Legal Desc: SILVER LAKE PARK ADDN BLK 10 LOT7

TAXING AUTHORITY	Column 1* Your Last Year's Tax Rate & Property Taxes		Column 2* Your Tax Rate & Taxes This Year If No Budget Change is Made		Column 3* Your Tax Rate & Taxes This Year If Budget Change is Made		A Public Hearing on the Proposed Taxes and Budget will be held:
	Tax Rate	Tax Amount	Tax Rate	Tax Amount	Tax Rate	Tax Amount	
GENERAL COUNTY							
SLC General Fund	4.2077	58.78	3.7567	57.73	4.2840	65.83	September 7, 2023 6:00 PM
Jail,Law Enf	2.7294	38.13	2.4261	37.28	2.7294	41.94	2300 Virginia Ave 3rd Floor, Fort Pierce
Erosion Dist E	0.1763	2.46	0.1559	2.40	0.1000	1.54	(772) 462-1670
Mosquito Control	0.1352	1.89	0.1189	1.83	0.1352	2.08	
SLC Stormwater	0.4731	6.61	0.4320	6.64	0.4731	7.27	
Community Dev MSTU	0.4300	6.01	0.3926	6.03	0.4300	6.61	
Law Enforc MSTU	0.9103	12.72	0.8312	12.77	0.9103	13.99	
County Parks	0.1813	2.53	0.1603	2.46	0.0000	0.00	
County Transit	0.1269	1.77	0.1122	1.72	0.2500	3.84	
PUBLIC SCHOOLS							
By State Law	3.2310	46.85	2.8402	61.63	3.1640	68.66	September 12, 2023 5:01 PM
By Local Board	3.2480	47.10	2.8552	61.96	3.2480	70.48	9461 Brandywine Ln, PSL
							(772) 429-3970
MUNICIPALITY							
WATER MANAGEMENT							
S FL Wtr Mgmt Dist	0.0948	1.32	0.0850	1.31	0.0948	1.46	September 14, 2023 5:15 PM
SFWMD-Okee Basin	0.1026	1.43	0.0920	1.41	0.1026	1.58	3301 Gun Club Rd Bldg B-1, WPB
Everglades Project	0.0327	0.46	0.0293	0.45	0.0327	0.50	(561) 686-8800
INDEPENDENT DISTRICTS							
SLC Fire Dist	3.0000	41.91	2.6555	40.81	3.0000	46.10	September 6, 2023 5:01 PM
							5160 NW Milner Dr, PSL
							(772) 621-3400
FL Inland Nav Dist	0.0320	0.45	0.0288	0.44	0.0288	0.44	September 7, 2023 5:05 PM
							1707 NE Indian River Dr, Jensen Beach
							(561) 627-3386
Children`s Services	0.4025	5.62	0.3563	5.48	0.3790	5.82	September 5, 2023 5:01 PM
							546 NW University Blvd, PSL
							(772) 408-1100
VOTER APPROVED DEBT SERVICE							
Total Property Taxes		$276.04		$302.35		$338.14	

SEE BELOW FOR EXPLANATION OF THE COLUMNS ABOVE.

***Column 1 - "Your Last Year's Tax Rate & Property Taxes"**
This column shows the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

***Column 2 - "Your Tax Rate & Taxes This Year If No Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

***Column 3 - "Your Tax Rate & Taxes This Year If Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

This Document Prepared By and Return to:
Melissa Harnage
St. Lucie Title Services, Inc.
800 Virginia Avenue, Suite 47
Fort Pierce, FL 34982

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 4772547 10/27/2020 01:46:47 PM
OR BOOK 4498 PAGE 898 - 900 Doc Type: DEED
RECORDING: $27.00
Doc Tax: $1505.00

Parcel ID Number:

Special Warranty Deed

This Indenture, Made this 14th day of October, 2020 A.D., **Between** Kris R. DeLaney

of the County of Highlands, State of Florida, **grantor,** and Harry Blue

whose address is: 11900 West Midway Road, Fort Pierce, FL 34945

of the County of St. Lucie, State of Florida, **grantee.**

Witnesseth that the GRANTOR, for and in consideration of the sum of ----------TEN DOLLARS ($10)---------- DOLLARS, and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said GRANTEE and GRANTEE'S heirs, successors and assigns forever, the following described land, situate, lying and being in the County of St. Lucie State of Florida to wit:

Parcel 1
Lot 8, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 2
Lot 9, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 3
Lot 10, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

(Continued on Attached)

Together with all 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 grantor is lawfully seized of said land in fee simple; that grantor has good right and lawful authority to sell and convey said land; that grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

In Witness Whereof, the grantor has hereunto set his hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Printed Name: Lon W. Crow IV
Witness

Printed Name: Angie N. Ramirez
Witness

Kris R. DeLaney (Seal)
Kris R. DeLaney
P.O. Address: 1845 N Zenith Rd., Avon Park, FL 33825

STATE OF Florida
COUNTY OF Highlands

The foregoing instrument was acknowledged before me by means of X physical presence or _____ online notarization, this 14th day of October, 2020 by Kris R. DeLaney who is personally known to me or who has produced his _____ as identification.

Printed Name:
Notary Public
My Commission Expires:

Lon Worth Crow IV
Notary Public
Commission#GG288495
Expires January 3, 2023

20343

Laser Generated by © Display Systems, Inc., 2020 (863) 763-5555 Form FLSWD-1

Parcel ID Number:

Parcel 4
Lot 11, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 5
Lot 12, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 6
Lot 13, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 7
Lot 14, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 8
Lot 15, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 9
Lot 16, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 10
Lot 17, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 11
Lot 18, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 12
Lot 19, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 13
Lot 20, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 14
Lot 21, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 15
Lot 22, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 16
Lot 23, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

(Continued on Attached)

Parcel ID Number:

Parcel 17
Lot 24, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 18
Lot 25, Block 9, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 19
Lot 6, Block 10, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 20
Lot 7, Block 10, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

Parcel 21
Lot 8, Block 10, Silver Lake Park, according to the map or plat thereof, as recorded in Plat Book 10, Page(s) 8, of the Public Records of St. Lucie County, Florida.

The property herein conveyed DOES NOT constitute the HOMESTEAD property of the Grantor. The Grantor's HOMESTEAD address is 1845 N Zenith Rd., Avon Park, FL 33825.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Harry Blue Annexation

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 3,2024 and March 17, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Ryan Altizer

TITLE: Senior Planner

SIGNATURE: Ryan Altizer

DATE: 3/1/2024

ST. LUCIE NEWS TRIBUNE

ATTN: LEGAL ADVERTISING

RE: Planning

Run Twice: Sunday, March 3, 2024
Sunday, March 17, 2024

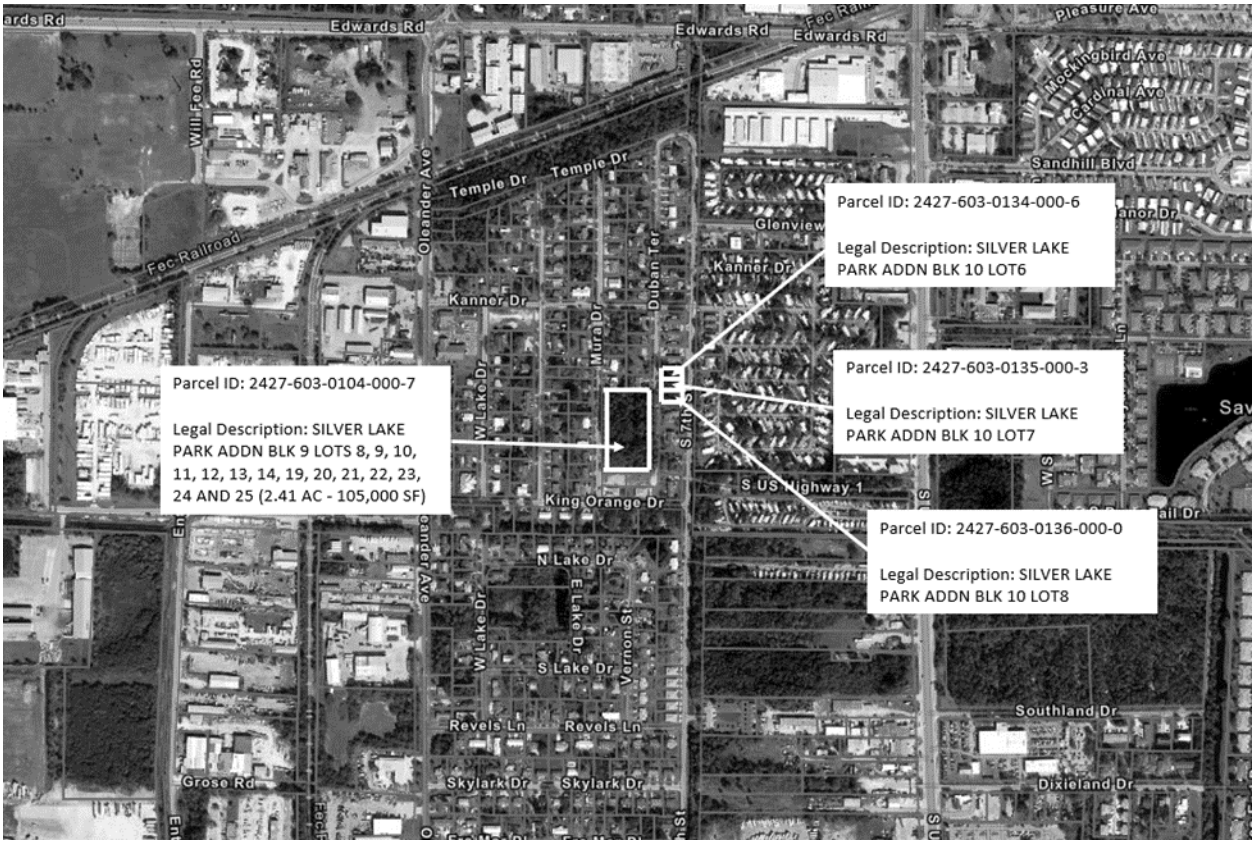
Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com

---

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, March 18, 2024 at 5:05 p.m., and Monday, April 1, 2024 at 5:05 p.m. 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; said ordinances entitled:

ORDINANCE NO. 24-005 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE FOUR (4) PARCELS AT OR NEAR SOUTHWEST OF THE INTERSECTION OF S. 7TH STREET AND KANNER DRIVE ON DUBAN TERRACE, PARCEL IDS: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; 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.



All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. 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: 3/3/2024 and 3/17/2024

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

PROOF OF PUBLICATION

City Of Ft Pierce Legals Accounts P
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Classified Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/03/2024, 03/17/2024

Affiant further says that the website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.
Subscribed and sworn to before me, by the legal clerk, who is personally known to me, on 03/17/2024

Legal Clerk

Notary, State of WI, County of Brown

3-7-27

My commission expires

Publication Cost:	$675.84		
Order No:	9900164	# of Copies:	
Customer No:	1126026	1	
PO #:			

THIS IS NOT AN INVOICE!

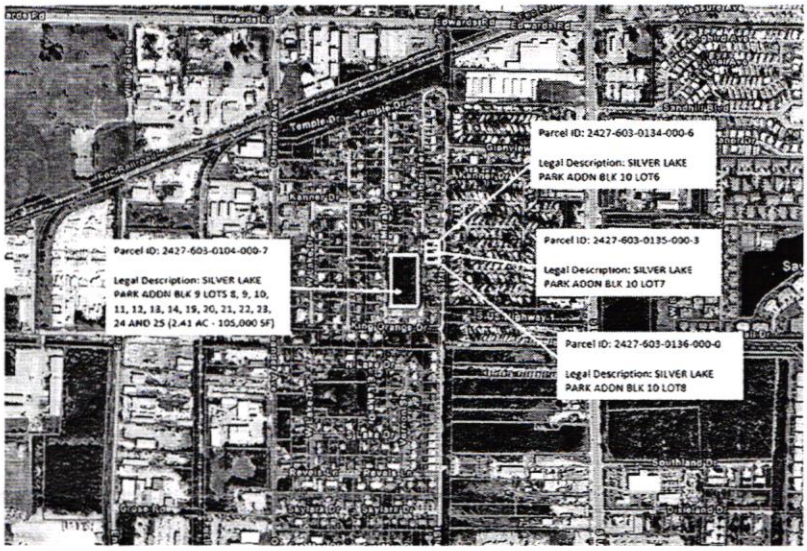
Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF 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, March 18, 2024 at 5:05 p.m., and Monday, April 1, 2024 at 5:05 p.m. 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; said ordinances entitled:

ORDINANCE NO. 24-005 - AN ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE FOUR (4) PARCELS AT OR NEAR SOUTHWEST OF THE INTERSECTION OF S. 7TH STREET AND KANNER DRIVE ON DUBAN TERRACE, AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2024; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; 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.



Specifically parcel IDs: 2427-603-0135-000-3, 2427-603-0136-000-0, 2427-603-0104-000-7 and 2427-603-0134-000-6.

All interested parties may appear at the Public Hearings and be heard with respect to the proposed annexation. 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

TR-38852947

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: RYAN ALTIZER, PLANNER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: ANNEXATION - HARRY BLUE ANNEXATION - PARCEL IDS: 2427-603-0104-000-7, 2427-603-0135-000-3, 2427-603-0134-000-6 AND 2427-603-0136-000-0

CAO RLS FILE: RLS 24-14

DATE: FEBRUARY 12, 2024

I have reviewed the above Request for Legal Services (RLS) related to an Ordinance for the annexation of four (4) parcels. I have made suggested changes to the Ordinance and comments. Such has been uploaded to Agenda Quick in a Track Changes format for your review. With the suggested changes implemented and the comments resolved, 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

City Commission Regular Meeting - 5:05 pm **12. f.**

Meeting Date: 04/01/2024

Re: 24-003 Sunrise CDD

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 24-003 Establishing the Sunrise Community Development District. FIRST READING

SUMMARY:

Petition to Sunrise Community Development District ("District") was submitted by Sunrise Residential, LLC to the City Commission of the City of Fort Pierce, Florida ("City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes. The proposed CDD is generally located north of W. Midway Road and west of Interstate 95, and contains approximately 475.61+/- acres, as shown on the map below.

The proposed CDD is designed to provide a financing mechanism, as well as a long-term operation and maintenance entity, for community infrastructure and services, including but not limited to, the funding and construction of parks and facilities for indoor and outdoor recreational, cultural and educational uses, and security for the site, including but not limited to guardhouses, fences, gates, etc. as authorized and described by Section 190.012(2), Florida Statutes.

RECOMMENDATION:

Adopt Ordinance 24-003

ALTERNATIVES:

Adopt with modifications or do not adopt.

RESPONSIBLE STAFF:

Sara K. Hedges, City Attorney
Linda W. Cox, City Clerk

COORDINATED WITH:

Planning Department
Attorneys for Sunrise CDD

Fiscal Impact

OTHER INFORMATION:

No known fiscal impact to the City.

Attachments

Presentation
24-003
Exhibit 1 Petition
Exhibit 2 Map
Exhibit 2 Legal Description

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/11/2024 08:40 AM

Form Started By: Linda Cox
Started On: 03/08/2024 10:58 AM
Final Approval Date: 03/11/2024

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT

City of Ft. Pierce, FL

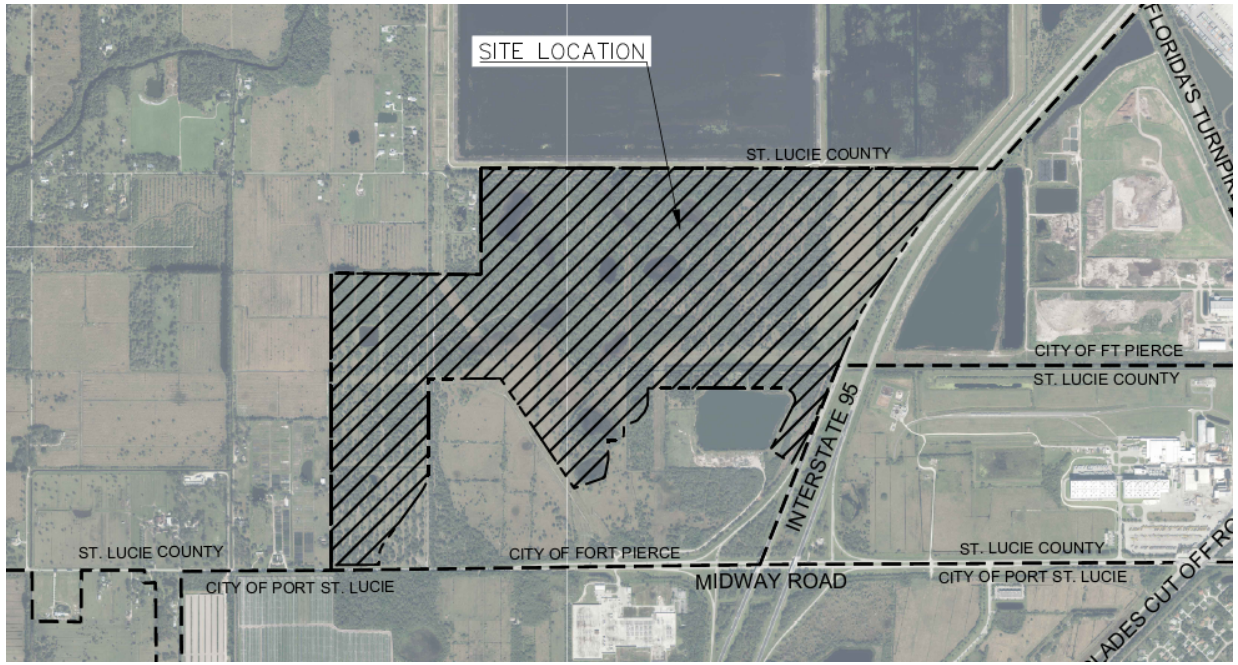


Jere Earlywine | jere.earlywine@kutakrock.com

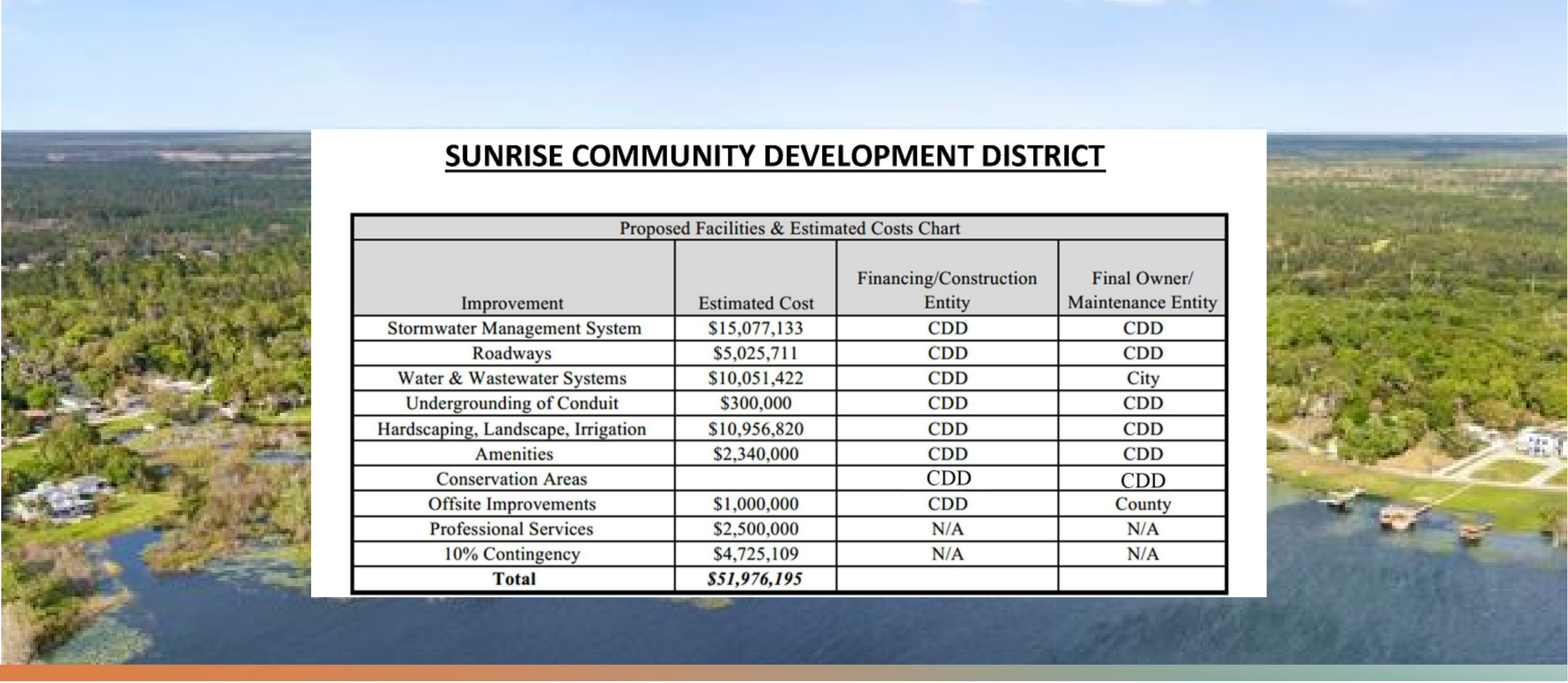
KUTAKROCK

kutakrock.com

- 1,500 homes planned
- North of Midway Road, and West of I-95
- $51M of public improvements
- CDD would finance roads, SWM, utilities, hardscape/landscape, etc.



SUNRISE CDD – BASIC FACTS



SUNRISE COMMUNITY DEVELOPMENT DISTRICT

Proposed Facilities & Estimated Costs Chart			
Improvement	Estimated Cost	Financing/Construction Entity	Final Owner/ Maintenance Entity
Stormwater Management System	$15,077,133	CDD	CDD
Roadways	$5,025,711	CDD	CDD
Water & Wastewater Systems	$10,051,422	CDD	City
Undergrounding of Conduit	$300,000	CDD	CDD
Hardscaping, Landscape, Irrigation	$10,956,820	CDD	CDD
Amenities	$2,340,000	CDD	CDD
Conservation Areas		CDD	CDD
Offsite Improvements	$1,000,000	CDD	County
Professional Services	$2,500,000	N/A	N/A
10% Contingency	$4,725,109	N/A	N/A
Total	***$51,976,195***		

Estimated Capital Improvement Costs



Over 2/3 of Florida's 17 communities in the U.S. Top 50 are CDDs

1. The Villages
2. Lakewood Ranch
5. Babcock Ranch
10. Vierra
12. Epperson
18. Ave Maria
21. Westlake
34. Tradition
37. Lake Nona
41. Nocatee
43. On Top of the World
44. Mirada
48. Southshore Bay



RANK	MPC	CITY, STATE	DEVELOPER	SALES 2022	SALES 2021	%Δ
1	The Villages	The Villages, Florida	The Villages	3,923	4,004	-2%
2	Lakewood Ranch	Sarasota, Florida	Schroeder-Manatee Ranch, Inc.	1,846	2,574	-28%
3	Silverleaf	St. Augustine, Florida	Hutson Companies	1,034	929	11%
4	Cane Bay Plantation	Charleston, South Carolina	Greenling Brothers	959	1,147	-16%
5	Babcock Ranch	Punta Gorda, Florida	Kitson and Partners	934	714	31%
6	Silverado*	Aubrey, Texas	D.R. Horton	820	411	100%
7	Mission Ridge	El Paso, Texas	Hunt Communities	805	811	-1%
8	Sunterra	Katy, Texas	Land Tejas/Starwood Land	795		
9	Summerlin	Las Vegas, Nevada	Howard Hughes Corporation	782	1,619	-52%
10t	Viera	Melbourne, Florida	The Viera Company	722	732	-1%
10t	Wellen Park (formerly West Villages)	Venice, Florida	Wellen Park LLLP	722	951	-24%
12	Epperson	Wesley Chapel, Florida	Metro Development Group	719	690	4%
13	Marvida	Cypress, Texas	Land Tejas/Starwood Land	635		
14	Ontario Ranch*	Ontario, California	Multiple Developers*	626	1,070	-41%
15	Latitude Margaritaville - Watersound	Panama City Beach, Florida	Minto Communities	605	430	41%
16	Latitude Margaritaville - Daytona Beach	Daytona Beach, Florida	Minto Communities	600	707	-15%
17	Valencia	Valencia, California	FivePoint Communities	594	347	71%
18	Ave Maria	Ave Maria, Florida	Barron Collier Companies	586	646	-9%
19	Cadence	Henderson, Nevada	The LandWell Company	571	864	-34%
20	Bridgeland	Cypress, Texas	Howard Hughes Corporation	567	713	-20%
21	Westlake	West Palm Beach, Florida	Minto Communities	551	608	-9%
22	Inspirada	Las Vegas, Nevada	Inspirada Builders LLC	517	761	-32%
23	Tavola	New Caney, Texas	Friendswood Development Co.	508	435	17%
24	Valley Ranch*	San Antonio, Texas	D.R. Horton	505	498	1%

*Denotes MPCs whose annual sales are estimated based on early December sales pace information. Sales information will be updated after final numbers are submitted by developers throughout the month of January.

submitted by developers throughout the month of January.

KUTAKROCK

What's a CDD?

Special purpose unit of government established under Ch. 190, F.S.

CDD is a FINANCING & MAINTENANCE entity that:

- Issues tax-exempt bonds
- Constructs/acquires roads, utilities, stormwater & other improvements
- Levies special assessments to repay the bonds

Once infrastructure is constructed, CDD operates like an HOA

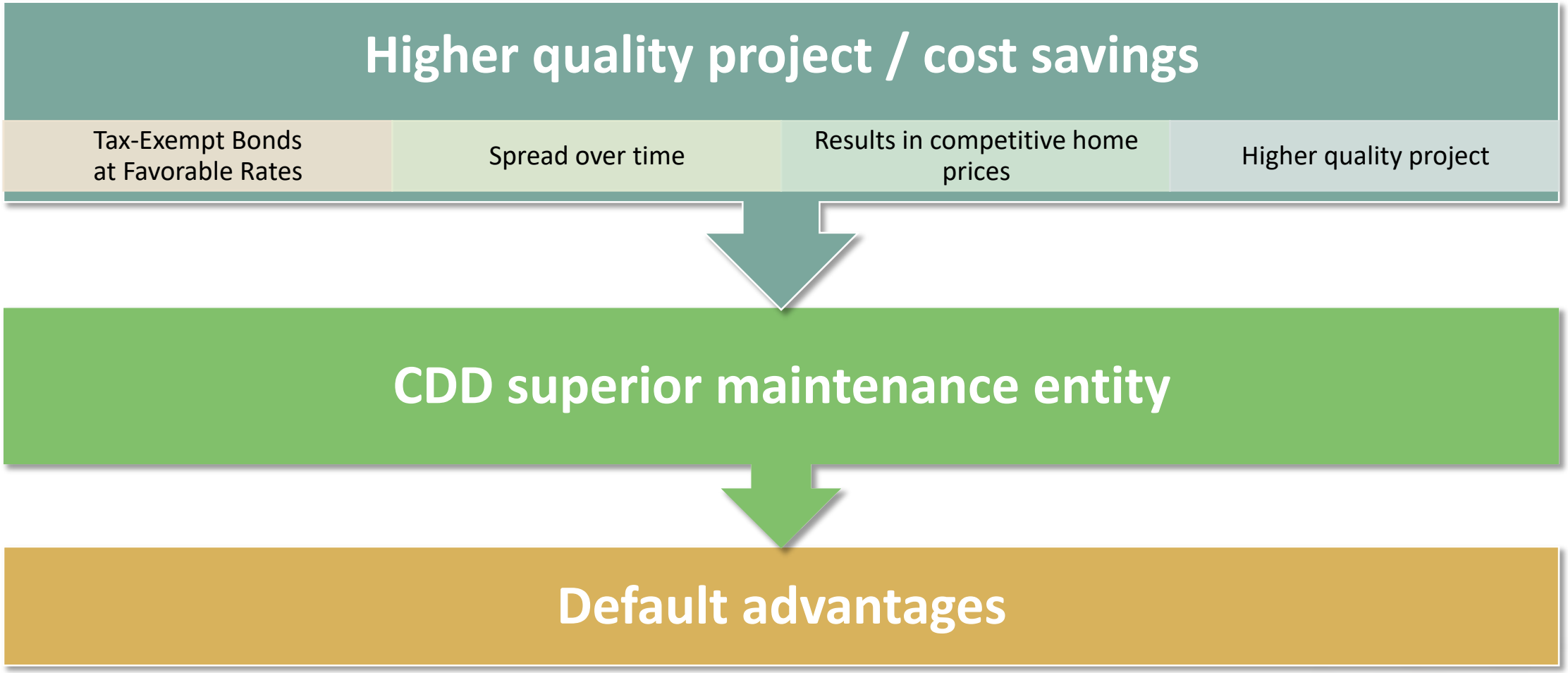
Appx. 900 in Florida, and have been in existence for over 30+ years

What Can a CDD Do?

Per s. 190.012(1), F.S., a CDD can construct/ acquire the following:

- Storm water management infrastructure
- Water and wastewater infrastructure
- Bridges and culverts
- Roadways and street lighting
- Hardscaping, landscaping, irrigation
- Environmental remediation
- Conservation areas, mitigation areas, and wildlife habitats
- Any other project set forth in a development order or interlocal
- if set forth in ordinance . .
  - recreation facilities,
  - gates/guardhouses, etc.

CDD Key Advantages

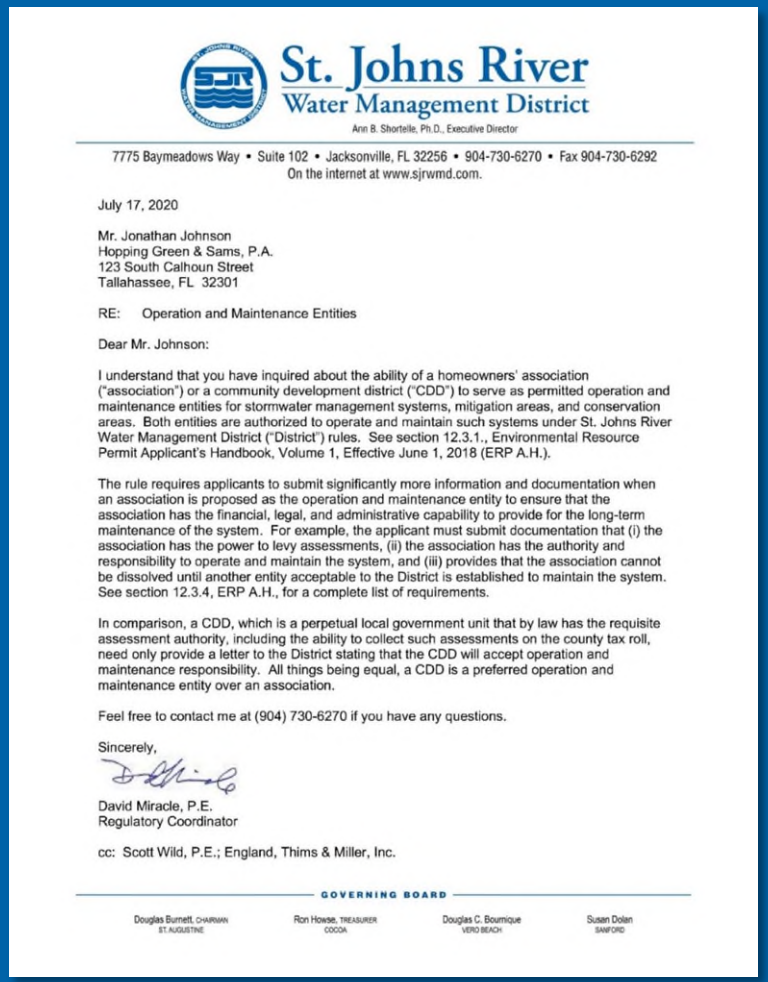


KUTAKROCK

CDD v. HOA

ADVANTAGE	CDD	Developer / HOA
INFRASTRUCTURE COSTS	YES – Infrastructure Costs Less Now	NO - Infrastructure Costs More
FUTURE COST SAVINGS	YES – Infra. Costs Less to Refurbish	NO - Infrastructure Costs More
DEFAULT PROTECTION	YES – Money in Bank Trust Estate	NO
TAX ROLL COLLECTION	YES – CDD can collect on the tax roll	NO
SOVEREIGN IMMUNITY	YES – Protected from frivolous suits	NO
TURNOVER TO RESIDENTS	Relatively Faster Turnover (Elections Every 2 Years; Q. Elec. Yr 6)	90%+ Build-Out
FEMA FUNDING	Typically YES	Typically NO
ACCOUNTABILITY	MORE Accountable	LESS Accountable
LONG-TERM VALUE	Greater Ability to Maintain Value	LESS Ability

Water Management Districts



St. Johns River
Water Management District

Ann B. Shortelle, Ph.D., Executive Director

7775 Baymeadows Way • Suite 102 • Jacksonville, FL 32256 • 904-730-6270 • Fax 904-730-6292
On the internet at www.sjrwmd.com.

July 17, 2020

Mr. Jonathan Johnson
Hopping Green & Sams, P.A.
123 South Calhoun Street
Tallahassee, FL 32301

RE: Operation and Maintenance Entities

Dear Mr. Johnson:

I understand that you have inquired about the ability of a homeowners' association ("association") or a community development district ("CDD") to serve as permitted operation and maintenance entities for stormwater management systems, mitigation areas, and conservation areas. Both entities are authorized to operate and maintain such systems under St. Johns River Water Management District ("District") rules. See section 12.3.1., Environmental Resource Permit Applicant's Handbook, Volume 1, Effective June 1, 2018 (ERP A.H.).

The rule requires applicants to submit significantly more information and documentation when an association is proposed as the operation and maintenance entity to ensure that the association has the financial, legal, and administrative capability to provide for the long-term maintenance of the system. For example, the applicant must submit documentation that (i) the association has the power to levy assessments, (ii) the association has the authority and responsibility to operate and maintain the system, and (iii) provides that the association cannot be dissolved until another entity acceptable to the District is established to maintain the system. See section 12.3.4, ERP A.H., for a complete list of requirements.

In comparison, a CDD, which is a perpetual local government unit that by law has the requisite assessment authority, including the ability to collect such assessments on the county tax roll, need only provide a letter to the District stating that the CDD will accept operation and maintenance responsibility. All things being equal, a CDD is a preferred operation and maintenance entity over an association.

Feel free to contact me at (904) 730-6270 if you have any questions.

Sincerely,

David Miracle, P.E.
Regulatory Coordinator

cc: Scott Wild, P.E.; England, Thims & Miller, Inc.

GOVERNING BOARD

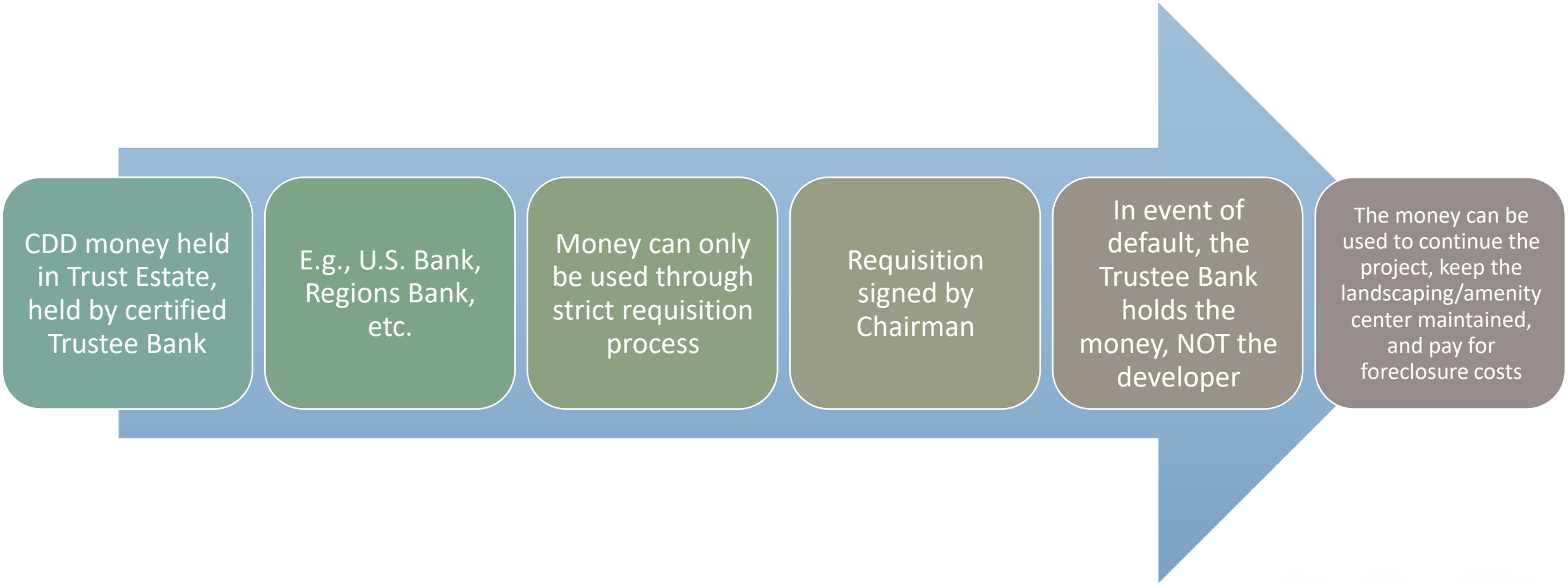
Douglas Burnett, CHAIRMAN, ST. AUGUSTINE | Ron Howse, TREASURER, COCOA | Douglas C. Bournique, VERO BEACH | Susan Dolan, SANFORD

Water Management Districts recognize the value of CDDs for purposes of managing stormwater and conservation areas.

"All things being equal, a CDD is a preferred operation and maintenance entity over an association."

KUTAKROCK

Key Advantages – Default Protection



City retains all powers; CDD limitations

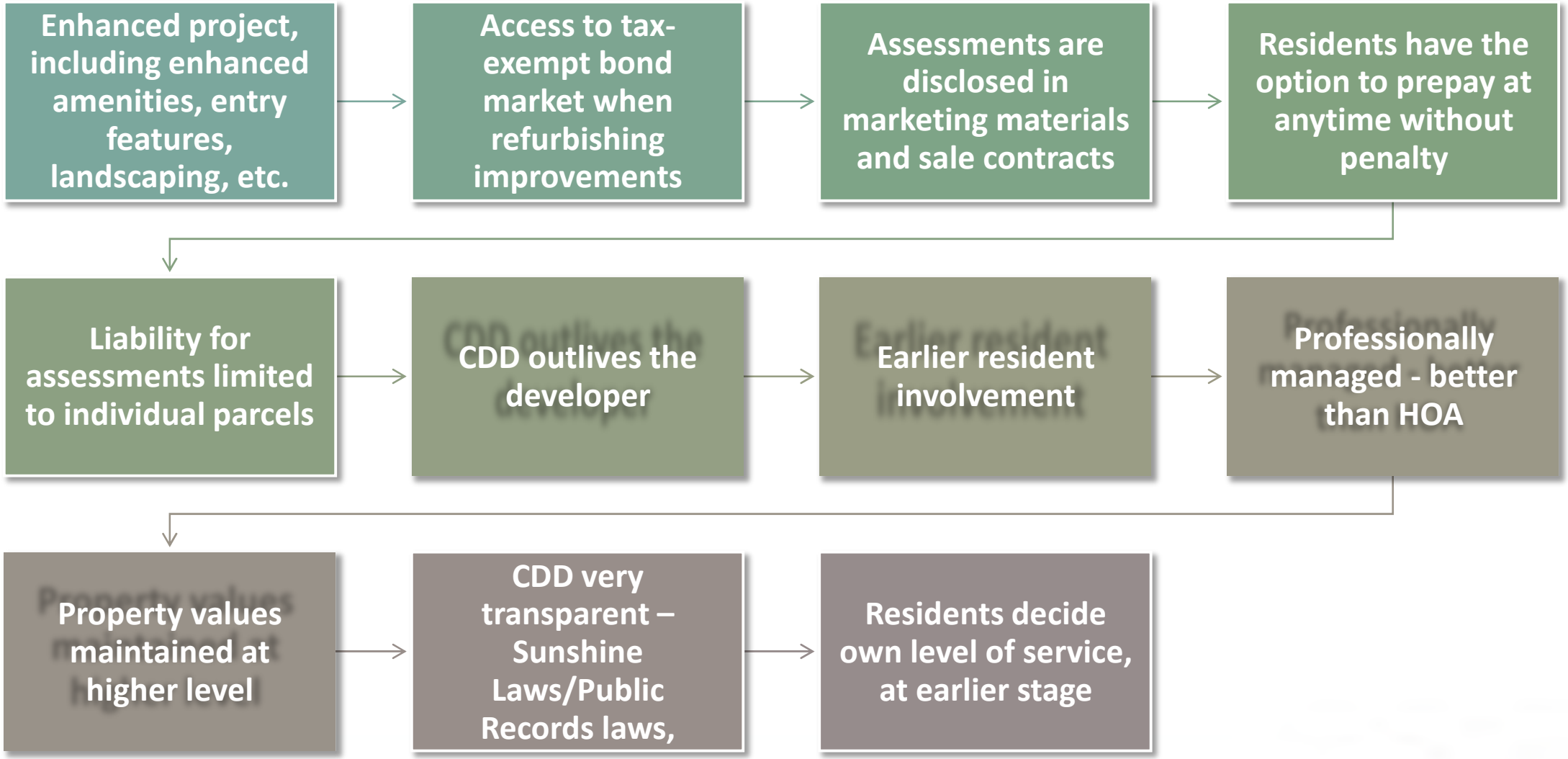
- CDD has limited authority
- City keeps all of its powers, including but not limited to zoning, permitting, etc.
- CDD has to comply with applicable laws, including City ordinances

- No debt of the CDD can be a debt of the City – section 190.016, F.S.:
  - "A default on the bonds or obligations of a district shall not constitute a debt or obligation of a local general-purpose government or the state."
- No administrative costs to City
- CDD assessments do not impact City millage caps
- CDD debt is NOT disclosed on City's financial statements (unlike TIF)

Benefits to the City

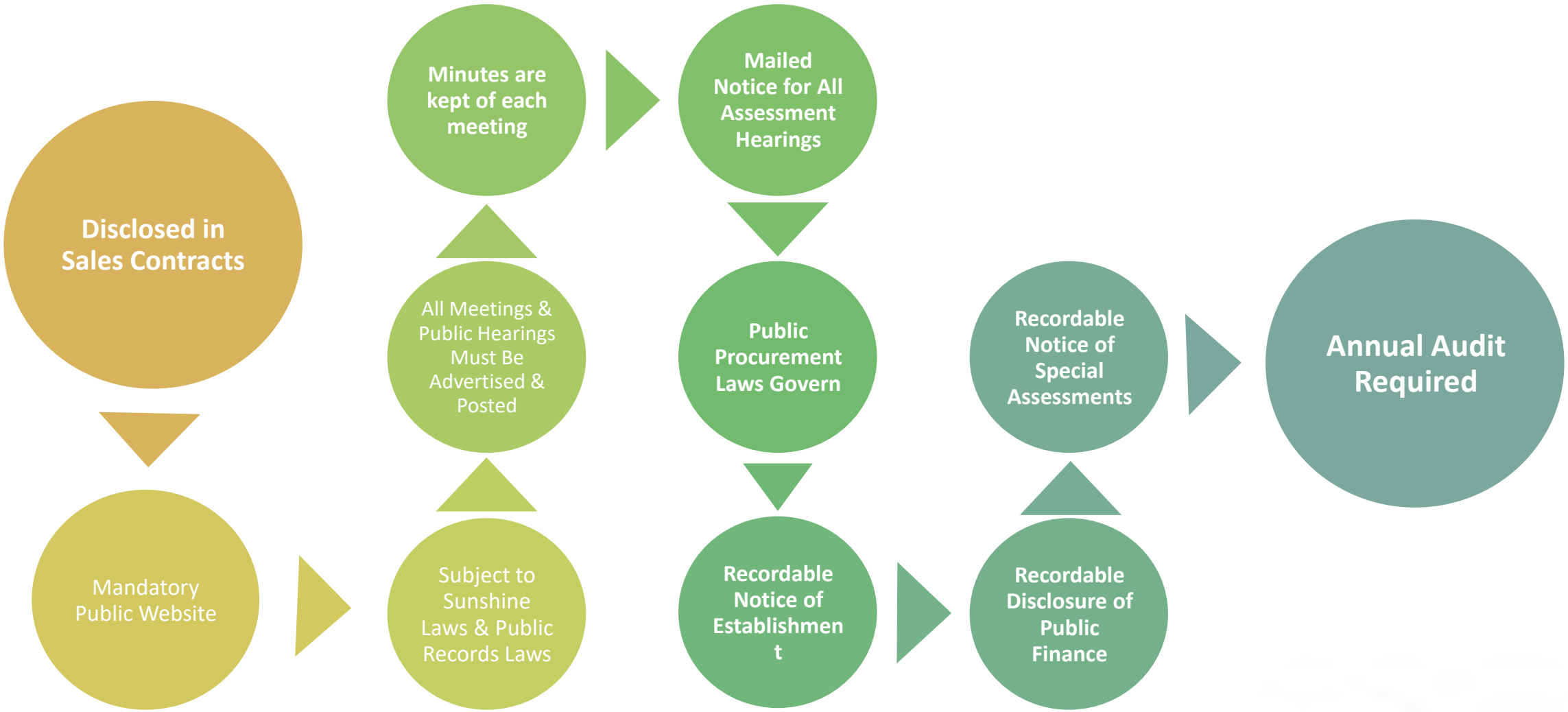
- Stable financing source for new public projects
- Allows new off-site public infrastructure to be built without the use of City/County funds or bonding capacity
- No financial burden on residents outside of the CDD
- Assures project is funded as bond proceeds are provided up front and deposited into a trust account
- Increased tax base for the City/County
- More stable maintenance entity
- Ensures that growth pays for itself

Benefits to the Residents



KUTAKROCK

CDD Transparency



KUTAKROCK

Establishment Criteria

1. Petition statements are true and correct.
2. CDD Establishment is consistent with comprehensive plan.
3. CDD is developable as one functional interrelated community, based on size, compactness and contiguity.
4. CDD facilities will be compatible with existing community services and facilities.
5. CDD is amenable to separate special district government.
6. CDD is the best alternative for delivery community development services and facilities.

Thank You!

Questions?

Jere Earlywine| jere.earlywine@kutakrock.com

KUTAKROCK

kutakrock.com

ORDINANCE NO. 24-003

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **ESTABLISHING THE SUNRISE COMMUNITY DEVELOPMENT DISTRICT** PURSUANT TO CHAPTER 190, FLORIDA STATUTES; PROVIDING FOR THE NAME, POWERS, AND DUTIES; PROVIDING FOR DESCRIPTION AND BOUNDARIES; DESIGNATING FIVE PERSONS TO SERVE AS THE INITIAL MEMBERS OF THE DISTRICT'S BOARD OF SUPERVISORS; PROVIDING NOTICE OF REQUIREMENTS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, a Petition to Sunrise Community Development District ("District") was submitted by Sunrise Residential, LLC to the City Commission of the City of Fort Pierce, Florida ("City") pursuant to the Uniform Community Development District Act of 1980, Chapter 190, Florida Statutes, attached hereto as Exhibit 1; and

WHEREAS, the District will constitute a timely, efficient, effective, responsive, and economic method of delivering community development services, in the area described in Exhibit 1, thereby providing a solution to the City's planning, management and financing needs for the delivery of capital infrastructure therein without overburdening the City and its taxpayers; and

WHEREAS, the City finds that the statements contained in the Petition are true and correct; and

WHEREAS, the creation of the District is not inconsistent with any applicable element or portion of the State comprehensive plan or Comprehensive Plan of the City; and

WHEREAS, the area of land within the District is of sufficient size, is sufficiently compact, and is sufficiently contiguous to be developable as one functional interrelated community; and

WHEREAS, the area that will be served by the District is amenable to separate special district government; and

WHEREAS, the creation of the District is the best alternative for delivering community development services and facilities to the area that will be served by the District; and

WHEREAS, that the community development services and facilities of the District will not be incompatible with the capacity and uses of existing local and regional community development services; and

WHEREAS, the establishment of the District shall not act to amend any land development approvals and/or regulations governing the land area to be included within the District; and

WHEREAS, the City has held a public hearing on the Petition in accordance with the requirements and procedures of Section 190.005(2)(b), Florida Statutes; and

WHEREAS, the City has considered the record of the public hearing and the factors set forth in Section 190.005(2)(c).

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

SECTION 1. The foregoing findings, which are expressly set forth herein, are hereby adopted and made a part hereof.

SECTION 2. The "Sunrise Community Development District" ("District") is hereby established for the area of land and with the external boundaries as described in Exhibit 2, attached hereto, said boundaries encompassing approximately 475.61 acres of land, pursuant to Section 190.005(2), Florida Statutes.

SECTION 3. The District is granted all general powers authorized pursuant to Section 190.011, Florida Statutes, and the special powers authorized pursuant to Section 190.012(1), Florida Statutes, Section 190.012(3), Florida Statutes, and Sections 190.012(2)(a) and (d), Florida Statutes.

SECTION 4. The five persons designated to serve as initial members of the District's Board of Supervisors are: Brent Howells, Rosa Romero, James Hall, Wesley Mills, and Jason Short.

SECTION 5. Non ad valorem special assessments, as defined in Chapter 190, Florida Statutes, shall only be levied by the District on those lands included within the District boundary and in accordance with Chapter 190, Florida Statutes.

SECTION 6. The District shall provide public notice of all meetings pursuant to law.

SECTION 7. In the event that the District established hereunder is terminated for any reason, the City shall in no way be required to accept ownership and/or maintenance responsibility for the road rights of way, stormwater management and drainage systems, street lighting or other improvements that are necessary for the development in the District without the City's express written consent. In the event of termination, the District shall be responsible for ensuring the transfer of such ownership and maintenance responsibilities to an appropriate entity other than the City as authorized by law.

SECTION 8. 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 9. 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 10. This Ordinance is and the same shall become effective immediately upon final passage hereof.

APPROVED AS TO FORM
& CORRECTNESS:

_____
Sara K. Hedges, Esq.
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-003 was duly advertised in the St. Lucie News Tribune on March 8, 2024, March 15, 2024, March 22, 2024 and March 29, 2024; copy of said Ordinance and the Petition Exhibit 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 April 1, 2024; and was duly introduced, read by title only, and passed on second and final reading April 15, 2024 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 15th day of April, 2024.

_____
Linda Hudson
Mayor Commissioner

_____
Linda W. Cox
City Clerk

(CITY SEAL)

Exhibit 1

Petition to Establish Sunrise Community Development District

Exhibit 2

Legal Description and Map of Sunrise Community Development District

PETITION TO ESTABLISH SUNRISE COMMUNITY DEVELOPMENT DISTRICT

Submitted by: Jere L. Earlywine, Esquire
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK, LLP
107 W. College Avenue
Tallahassee, Florida 32301

BEFORE THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA

PETITION TO ESTABLISH A COMMUNITY DEVELOPMENT DISTRICT

Petitioner, Sunrise Residential, LLC. ("Petitioner"), hereby petitions the City Commission of the City of Fort Pierce, Florida, pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes, to establish a Community Development District ("District") with respect to the land described herein. In support of this petition, Petitioner states:

1. Location and Size. The proposed District is located entirely within the City of Fort Pierce, Florida, and covers approximately 475.61 acres of land, more or less. **Exhibit 1** depicts the general location of the project. The site is generally located south of Okeechobee Road, west of I-95, north of W. Midway Rd Street. The sketch and metes and bounds descriptions of the external boundary of the proposed District is set forth in **Exhibit 2**.

2. Excluded Parcels. There are no parcels within the external boundaries of the proposed District which are to be excluded from the District.

3. Landowner Consents. Petitioner has obtained written consent to establish the proposed District from the owners of one hundred percent (100%) of the real property located within the proposed District in accordance with Section 190.005, Florida Statutes. Consent to the establishment of a community development district is contained in **Exhibit 3**. Certain lands located within the proposed boundaries of the District are currently owned by the North St. Lucie River Water Control District ("NSLRWCD"). NSLRWCD, as a governmental entity, is not a "Landowner" pursuant to Sections 190.003(14), Florida Statutes, for purposes of this Petition and therefore consent is not required.

4. Initial Board Members. The five (5) persons designated to serve as initial members of the Board of Supervisors of the proposed District are Brent Howells, Rosa Romero, James Hall, Wesley Mills, Jason Short. All of the listed person are citizens of the United States and residents of the State of Florida.

5. Name. The proposed name of the District is the Sunrise Community Development District.

6. Major Water and Wastewater Facilities. **Exhibit 4** shows the existing and proposed major trunk water mains and sewer connections serving the lands within and around the proposed District.

7. District Facilities and Services. **Exhibit 5** describes the type of facilities Petitioner presently expects the proposed District to finance, fund, construct, acquire and install, as well as the estimated costs of construction. At present, these improvements are estimated to be made, acquired, constructed and installed in four (4) phases over an estimated four (4) year period from 2024 – 2028. Actual construction timetables and expenditures will likely vary, due in part to the

effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Existing and Future Land Uses. The existing use of the lands within the proposed District is vacant. The future general distribution, location and extent of the public and private land uses within and adjacent to the proposed District by land use plan element are shown in **Exhibit 6**. These proposed land uses are consistent with the City of Fort Pierce Comprehensive Plan.

9. Statement of Estimated Regulatory Costs. **Exhibit 7** is the statement of estimated regulatory costs ("SERC") prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

10. Authorized Agents. The Petitioner is authorized to do business in the State of Florida. The Petitioner has designated Jere Earlywine as its authorized agent. See **Exhibit 8** - Authorization of Agent. Copies of all correspondence and official notices should be sent to:

Jere L. Earlywine, Esquire
Florida Bar No.155527
Jere.Earlywine@KutakRock.com
KUTAK ROCK, LLP
107 W. College Avenue
Tallahassee, Florida 32301

11. This petition to establish the Sunrise Community Development District should be granted for the following reasons:

a. Establishment of the proposed District and all land uses and services planned within the proposed District are not inconsistent with applicable elements or portions of the effective State Comprehensive Plan or the City of Fort Pierce Comprehensive Plan.

b. The area of land within the proposed District is part of a planned community. It is of sufficient size and is sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. The establishment of the proposed District will prevent the general body of taxpayers in City of Fort Pierce from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the proposed District. The proposed District is the best alternative for delivering community development services and facilities to the proposed community without imposing an additional burden on the general population of the local general-purpose government. Establishment of the proposed District in conjunction with a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the proposed District will not be incompatible with the capacity and use of existing local and regional community development services and facilities. In addition, the establishment of the proposed District will provide a perpetual entity capable of making reasonable provisions for the operation and maintenance of the proposed District's services and facilities.

e. The area to be served by the proposed District is amenable to separate special-district government.

WHEREFORE, Petitioner respectfully requests the City Commission of the City of Fort Pierce, Florida to:

a. schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes;

b. grant the petition and adopt an ordinance establishing the District pursuant to Chapter 190, Florida Statutes;

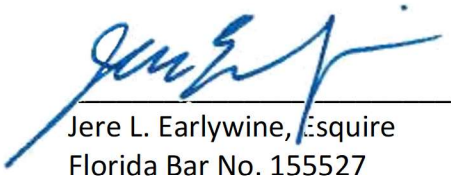
c. consent to the District exercise of certain additional powers to finance, plan, establish, acquire, construct, reconstruct, enlarge or extend, equip, operate and maintain systems and facilities for: (1) parks and facilities for indoor and outdoor recreational, cultural and educational uses; and (2) security, including but not limited to, guardhouses, fences and gates, electronic intrusion-detection systems, and patrol cars, each as authorized and described by Section 190.012(2), Florida Statutes; and

d. grant such other relief as may be necessary or appropriate.

[CONTINUED ON THE FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 8th day of January, 2024.

KUTAK ROCK LLP



Jere L. Earlywine, Esquire
Florida Bar No. 155527
Jere.Earlywine@KutakRock.com
(850) 528-6152 (telephone)
KUTAK ROCK LLP
107 W. College Avenue
Tallahassee, Florida 32301

Attorneys for Petitioner

EXHIBIT 1

N

LOCATION MAP:

1" = 1000'

N

VICINITY MAP:

1" = 800'

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

ISSUE	DATE	COMMENTS

SUNRISE CDD
NW CORNER OF I-95 AND MIDWAY RD
ST. LUCIE COUNTY, FL

THIS SHEET: LOCATION MAP

DRAWN BY: KKR
CHECKED BY: JWM
APPROVED BY: JWM
SCALE: SEE SHEET

PROJ. NO. 22-2180
DATE 2023-08-30
SHEET NO.

EX-1

FILE: C:\Users\katie\Mills, Short & Associates\Common - Documents_Projects\22-2180 Sunrise CDD\CADD\Exhibits\Exhibits.dwg
DATE: 11/7/2023
TIME: 1:42 PM

EXHIBIT 2

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 41 SECONDS EAST, A DISTANCE OF 625.35 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 1319.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 34; THENCE NORTH 89 DEGREES 53 MINUTES 24 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 34, A DISTANCE OF 1987.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 1685.37 FEET; THENCE SOUTH 86 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 84.33 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 54 SECONDS EAST, A DISTANCE OF 121.00 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 123.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 685.11 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST, A DISTANCE OF 1285.30 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 FEET THAT BEARS SOUTH 75 DEGREES 08 MINUTES 32 SECONDS WEST; THENCE SOUTH 69 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 436.07 FEET; THENCE SOUTH 70 DEGREES 01 MINUTES 38 SECONDS WEST A DISTANCE OF 239.69 FEET; THENCE SOUTH THENCE SOUTH 32 DEGREES 37 MINUTES 47 SECONDS EAST, A DISTANCE OF 27.81 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 1026.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 12 MINUTES 49 SECONDS WEST, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 141.58 ACRES (CALCULATED-TOTAL PHASE 1)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:12:00 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

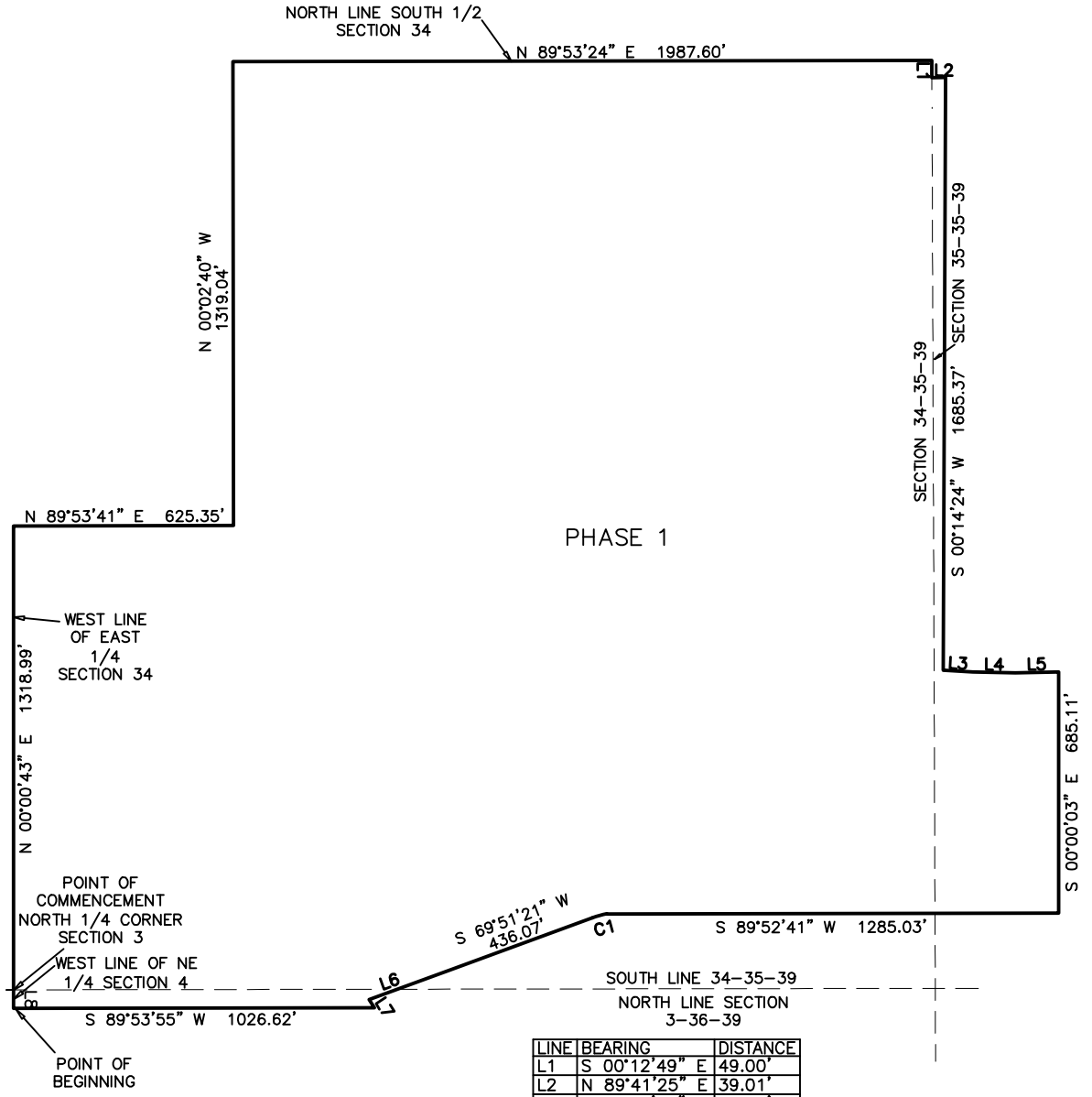
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 86°53'06" E	84.33'
L4	S 88°41'54" E	121.00'
L5	S 89°04'29" W	123.04'
L6	S 70°01'38" W	239.69'
L7	S 32°37'47" E	27.81'
L8	N 00°16'38" W	52.50'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	S 75°08'32" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-15-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1A

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 43 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 1017.69 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1123.85 FEET AND A CHORD OF 878.97 FEET THAT BEARS SOUTH 25 DEGREES 50 MINUTES 33 SECONDS WEST; THENCE SOUTHERLY, TO A POINT OF NON-TANGENT REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 955.00 FEET AND A CHORD OF 760.92 FEET; BEARS SOUTH 23 DEGREES 28 MINUTES 39 SECONDS WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MIDWAY ROAD A 70.00 FOOT PUBLIC RIGHT OF WAY; THENCE SOUTH 89 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 622.37 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 2622.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1288.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 1319.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 103.84 ACRES (CALCULATED-TOTAL PHASE 1A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:10:21 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

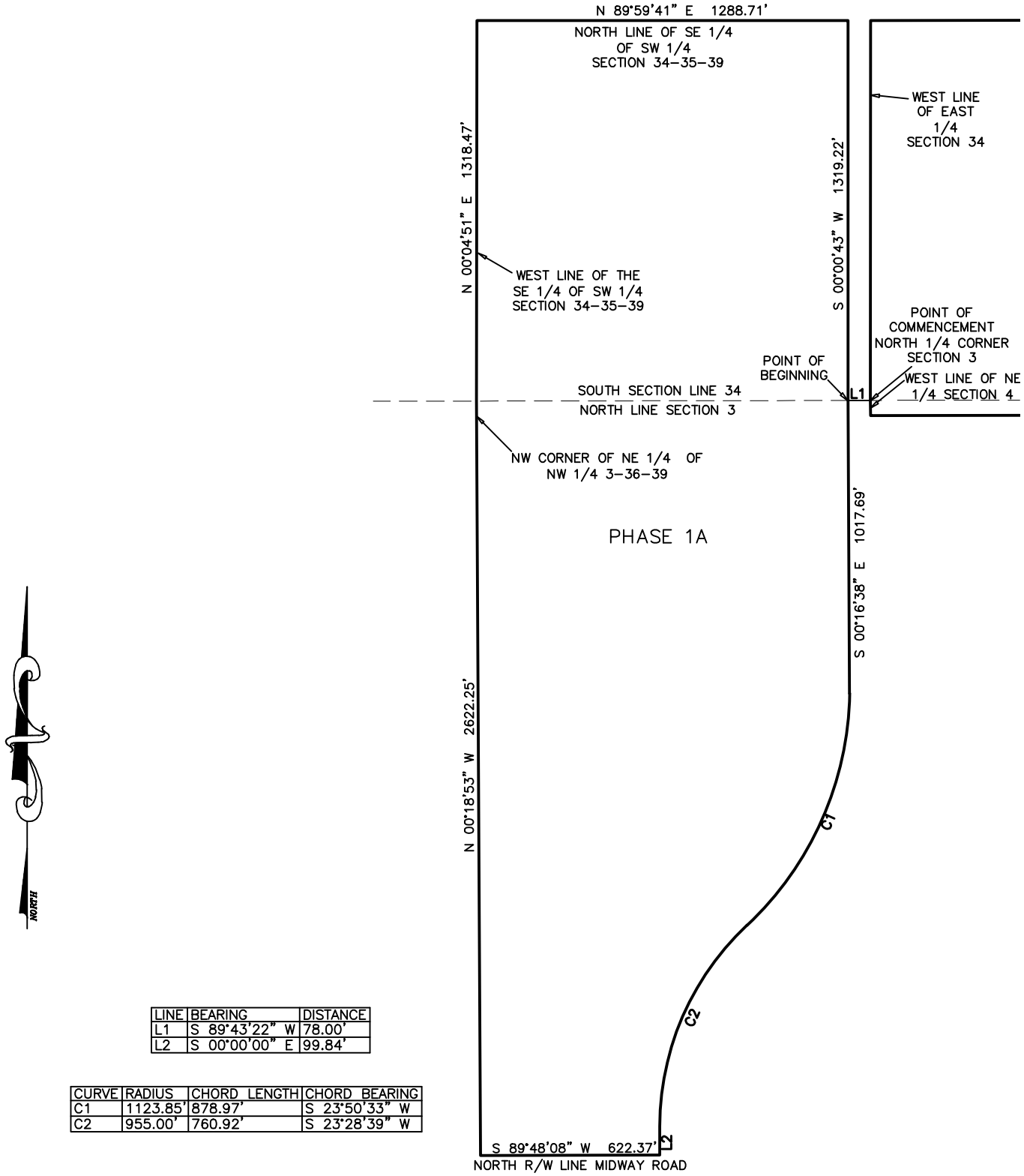
JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981
(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 89°43'22" W	78.00'
L2	S 00°00'00" E	99.84'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	1123.85'	878.97'	S 23°50'33" W
C2	955.00'	760.92'	S 23°28'39" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1055.61 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, A DISTANCE OF 1522.58 FEET; THENCE SOUTH 72 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 102.87 FEET; THENCE SOUTH 63 DEGREES 39 MINUTES 20 SECONDS WEST, A DISTANCE OF 96.44 FEET; THENCE SOUTH 33 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 58.53 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 165.88 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 300.02 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 64.06 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 32.52 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 29 SECONDS WEST, A DISTANCE OF 123.04 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 54 SECONDS WEST, A DISTANCE OF 121.00 FEET; THENCE NORTH 86 DEGREES 53 MINUTES 06 SECONDS WEST, A DISTANCE OF 84.33 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 1685.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.63 ACRES (CALCULATED-TOTAL PHASE 2)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 12:53:50 -05'00'

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

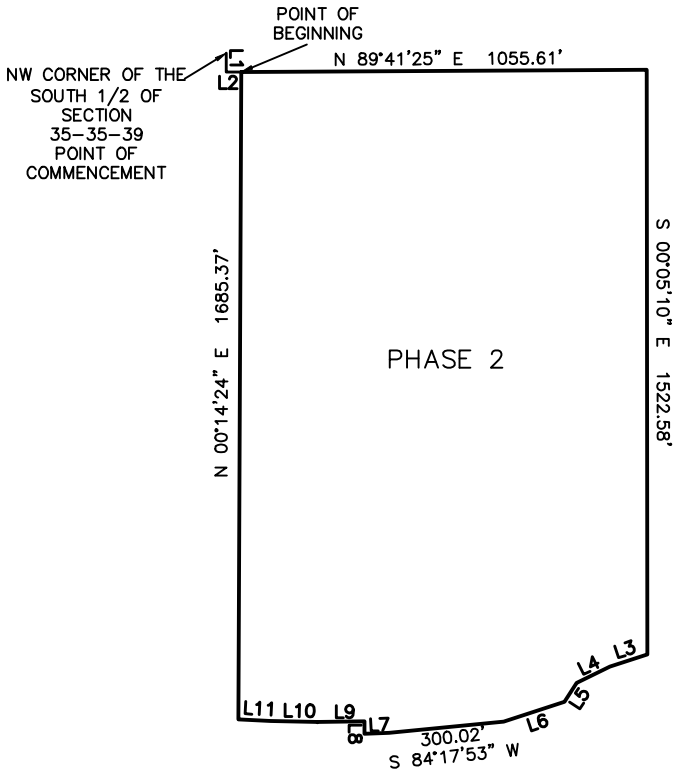
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 72°14'58" W	102.87'
L4	S 63°39'20" W	96.44'
L5	S 33°07'50" W	58.53'
L6	S 72°02'43" W	165.88'
L7	S 88°00'00" W	64.06'
L8	N 00°00'03" W	32.52'
L9	S 89°04'29" W	123.04'
L10	N 88°41'54" W	121.00'
L11	N 86°53'06" W	84.33'



SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2A

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 52.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, A DISTANCE OF 1026.62 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 27.81 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 70 DEGREES 01 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 239.69 FEET; THENCE NORTH 69 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 436.07 FEET; TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 BEARS NORTH 75 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE NORTH 89 DEGREES 52 MINUTES 41 SECONDS EAST, A DISTANCE OF 1285.03 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 46 SECONDS EAST A DISTANCE OF 481.49 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.71 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 30 SECONDS EAST, A DISTANCE OF 142.45 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 335.00 FEET AND A CHORD OF 347.89 FEET THAT BEARS SOUTH 30 DEGREES 57 MINUTES 23 SECONDS WEST; THENCE SOUTH 62 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 139.15 FEET; THENCE SOUTH 01 DEGREES 36 MINUTES 31 SECONDS WEST, A DISTANCE OF 142.19 FEET; THENCE SOUTH 53 DEGREES 38 MINUTES 14 SECONDS WEST, A DISTANCE OF 58.71 FEET; THENCE SOUTH 84 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 146.97 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 332.85 FEET; THENCE SOUTH 31 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 78.35 FEET; THENCE SOUTH 60 DEGREES 56 MINUTES 11 SECONDS WEST, A DISTANCE OF 335.12 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 1773.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.04 ACRES (CALCULATED-TOTAL PHASE 2A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 08-18-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.18 15:09:35 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

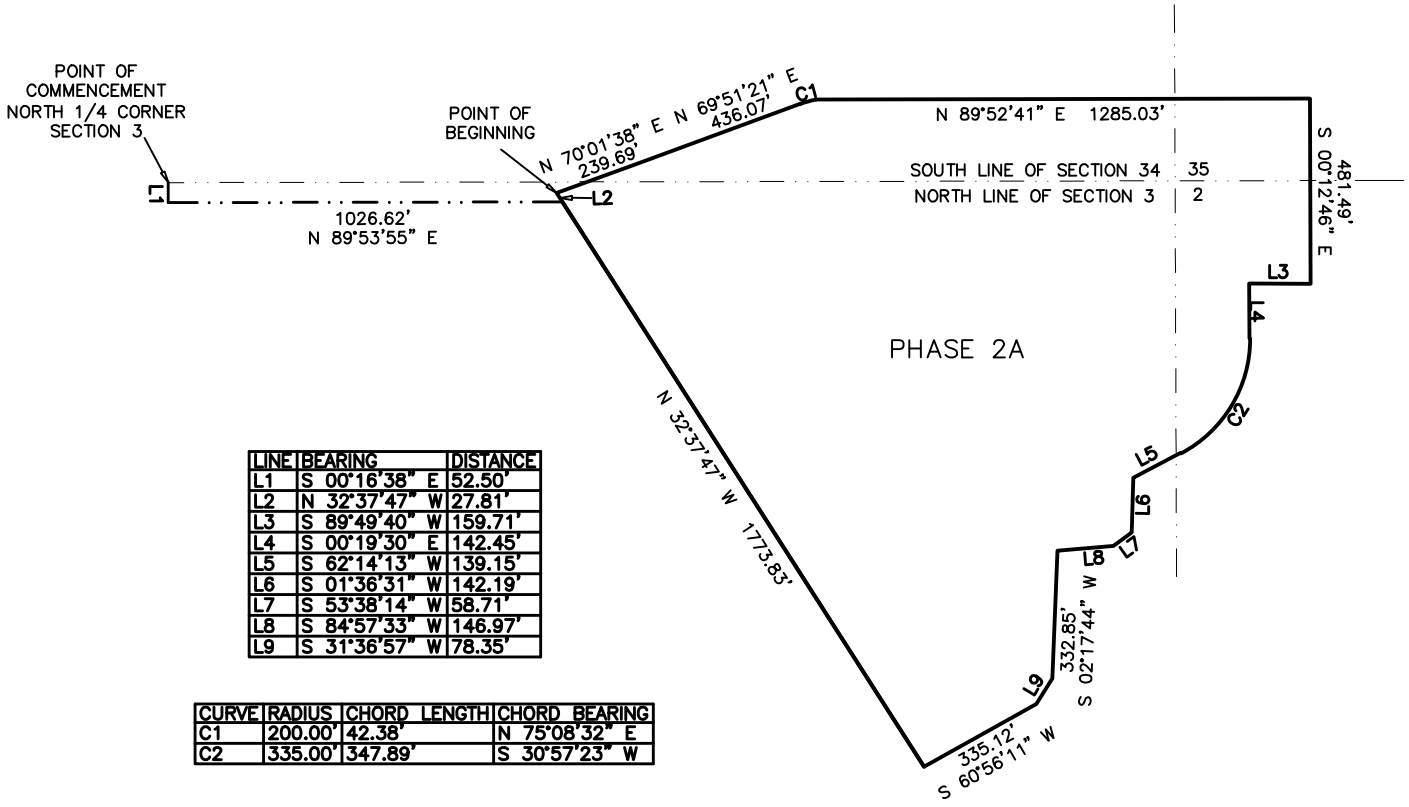
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°16'38" E	52.50'
L2	N 32°37'47" W	27.81'
L3	S 89°49'40" W	159.71'
L4	S 00°19'30" E	142.45'
L5	S 62°14'13" W	139.15'
L6	S 01°36'31" W	142.19'
L7	S 53°38'14" W	58.71'
L8	S 84°57'33" W	146.97'
L9	S 31°36'57" W	78.35'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	N 75°08'32" E
C2	335.00'	347.89'	S 30°57'23" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 3

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35 A DISTANCE OF 49.00 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1094.61 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 609.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1440.77 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 37 SECONDS EAST, A DISTANCE OF 234.08 FEET; THENCE NORTH 74 DEGREES 49 MINUTES 07 SECONDS EAST, A DISTANCE OF 212.43 FEET; THENCE NORTH 53 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 120.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1068.91 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 1879.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 652.59 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 64.06 FEET; THENCE NORTH 84 DEGREES 17 MINUTES 53 SECONDS EAST A DISTANCE OF 300.02; THENCE NORTH 72 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 165.88 FEET; THENCE NORTH 33 DEGREES 07 MINUTES 50 SECONDS EAST A DISTANCE OF 58.53 FEET; THENCE NORTH 63 DEGREES 39 MINUTES 20 SECONDS EAST A DISTANCE 96.44 FEET; THENCE NORTH 72 DEGREES 14 MINUTES 58 SECONDS EAST A DISTANCE OF 102.87 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 10 SECONDS WEST A DISTANCE OF 1522.53 FEET TO THE POINT OF BEGINNING;

CONTAINING 57.34 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:05:33 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

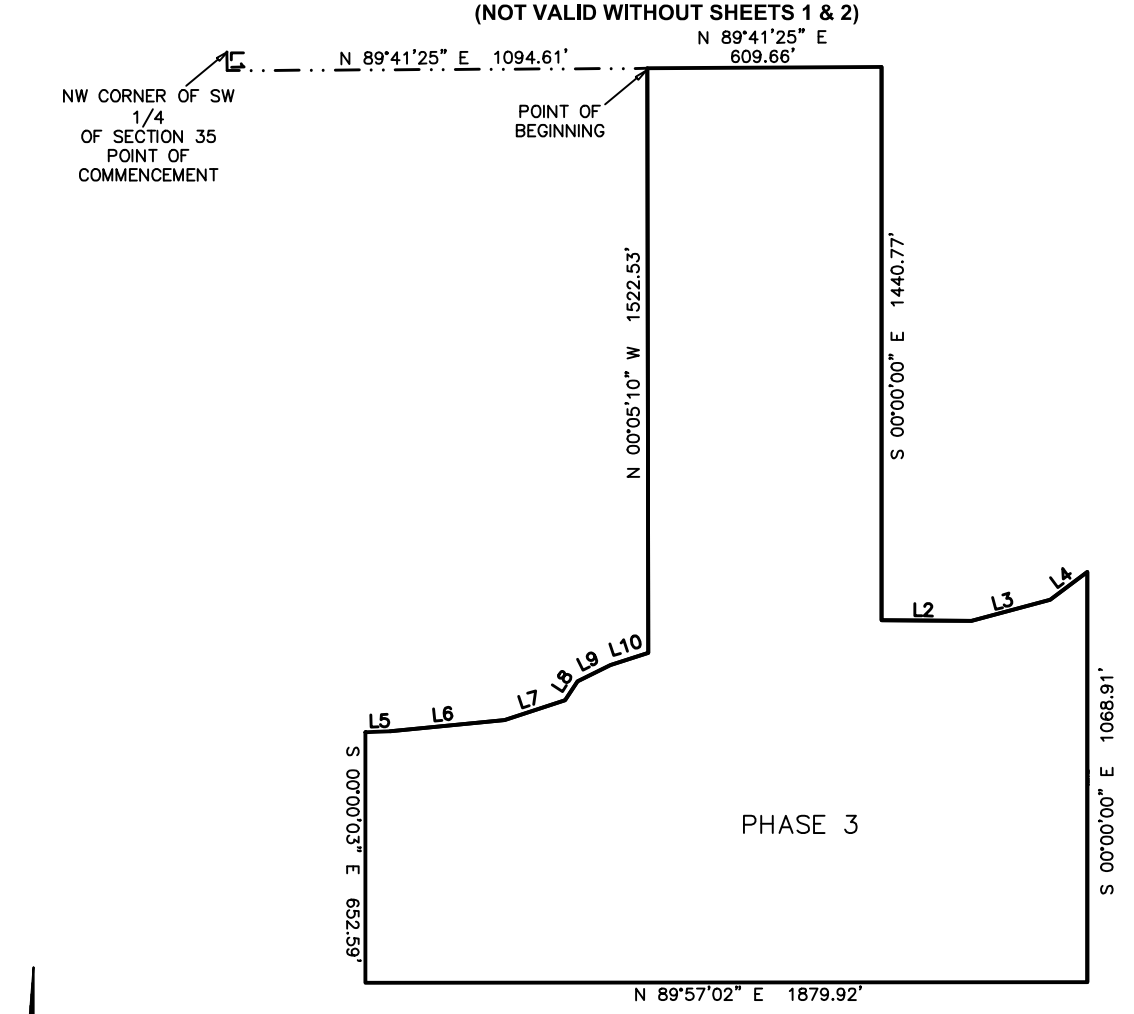
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)





LINE	BEARING	DISTANCE
L1	S 00°12'44" E	49.00'
L2	S 89°36'37" E	234.08'
L3	N 74°49'07" E	212.43'
L4	N 53°09'01" E	120.88'
L5	N 88°00'00" E	64.06'
L6	N 84°17'53" E	300.02'
L7	N 72°02'43" E	165.88'
L8	N 33°07'50" E	58.53'
L9	N 63°39'20" E	96.44'
L10	N 72°14'58" E	102.87'

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 4

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1704.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 960.14 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 01 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 1750.19 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9 (INTERSTATE 95) A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE BY THE FOLLOWING 3 COURSES, ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 41 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 727.09 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 6062.43 FEET AND A CHORD OF 1988.27 FEET THAT BEARS SOUTH 32 DEGREES 19 MINUTES 46 SECONDS WEST; THENCE SOUTH 22 DEGREES 31 MINUTES 12 SECONDS WEST A DISTANCE OF 287.79 FEET. THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 67 DEGREES 28 MINUTES 36 SECONDS WEST A DISTANCE OF 78.79 FEET TO A POINT OF A NON TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.23 FEET CHORD OF 103.88 FEET BEARS NORTH 49 DEGREES 22 MINUTES 47 SECONDS WEST; THENCE SOUTH 89 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 366.81 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1068.91 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 01 SECONDS WEST A DISTANCE OF 120.88 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 07 SECONDS WEST A DISTANCE OF 212.43 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 234.08 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1440.81 TO THE POINT OF BEGINNING.

CONTAINING 86.18 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:03:54 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

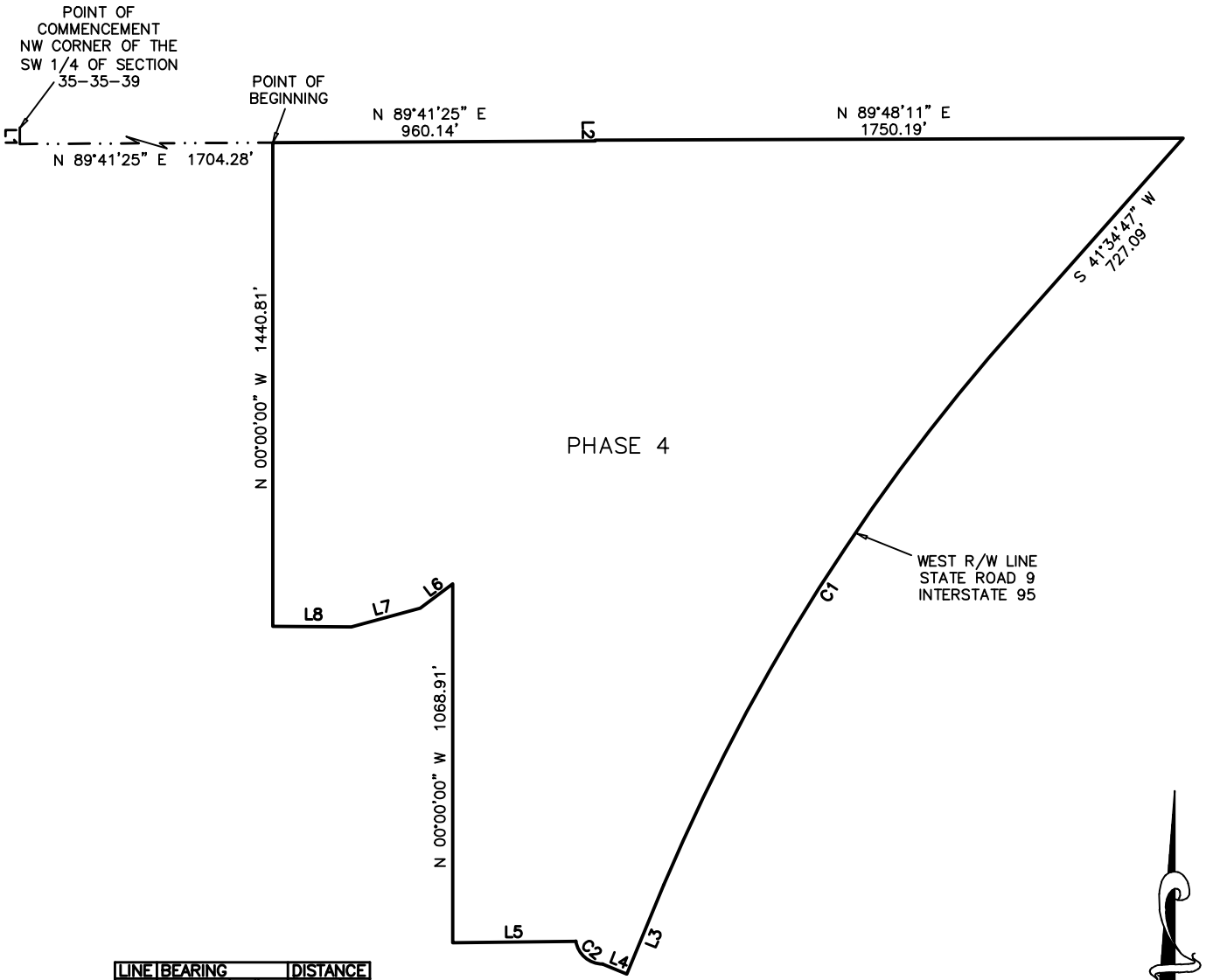
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 00°07'01" W	2.00'
L3	S 22°31'12" W	287.79'
L4	N 67°28'36" W	78.79'
L5	S 89°18'37" W	366.81'
L6	S 53°09'01" W	120.88'
L7	S 74°49'07" W	212.43'
L8	N 89°36'37" W	234.08'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	6062.43'	1988.27'	N 32°19'46" E
C2	80.23'	103.88'	N 49°22'47" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

EXHIBIT 3

This instrument was prepared by and
upon recording should be returned to:

KUTAK ROCK, LLP
107 West College Avenue
Tallahassee, Florida 32301

Consent and Authorization of Landowner
to the Establishment of a Community Development District
[*Proposed Sunrise Community Development District*]

The undersigned is the owner of certain lands more fully described on Exhibit A attached hereto and made a part hereof ("Property").

As an owner of lands that are intended to constitute all or a part of the Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005, *Florida Statutes*, Petitioner is required to include the written consent to the establishment of the Community Development District of one hundred percent (100%) of the owners of the lands to be included within the Community Development District.

The undersigned hereby consents to the establishment of a Community Development District that will include the Property within the lands to be a part of the Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the application process for the establishment of the Community Development District. The undersigned acknowledges that the petitioner has the right by contract for the establishment of the Community Development District.

The undersigned acknowledges that the consent will remain in full force and effect until the Community Development District is established or three years from the date hereof, whichever shall first occur. The undersigned further agrees that this consent shall be binding upon the owner and its successors and assigns as to the Property or portions thereof for the entirety of such three year term.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[SIGNATURE PAGE TO FOLLOW]

Consent and Joinder of Landowner
to the Establishment of a Community Development District
[*Proposed Sunrise Community Development District*]

Executed this 11th day of October, 2023.

Witnessed:

LANDOWNER

WALTON ACQUISITIONS FL, LLC, a Florida limited liability company, on behalf of itself in its capacity as a UDI Owner of the UDI Property and on behalf of all the other UDI Owners in its capacity as Agent with respects to the interests of the UDI Owners.

By: Walton International Group, Inc., a Nevada corporation
Its: Manager

Stephanie Sandle
Print Name: Stephanie Sandle

BY: Dustin Potter
ITS: Authorized Signatory

Michelle Razcon
Print Name: Michelle Razcon

STATE OF ARIZONA
COUNTY OF MARICOPA

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 11th day of October, 2023, by Dustin Potter, as Authorized Signatory of the Manager, who appeared before me this day in person.

JULIE GILLETT
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 635441
Expires August 05, 2026

Julie Gillett
NOTARY PUBLIC, STATE OF ARIZONA

Name: Julie Gillett
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A: Legal Description

Exhibit A:
Legal Description

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 41 SECONDS EAST, A DISTANCE OF 625.35 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 1319.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 34; THENCE NORTH 89 DEGREES 53 MINUTES 24 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 34, A DISTANCE OF 1987.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 1685.37 FEET; THENCE SOUTH 86 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 84.33 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 54 SECONDS EAST, A DISTANCE OF 121.00 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 123.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 685.11 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST, A DISTANCE OF 1285.30 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 FEET THAT BEARS SOUTH 75 DEGREES 08 MINUTES 32 SECONDS WEST; THENCE SOUTH 69 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 436.07 FEET; THENCE SOUTH 70 DEGREES 01 MINUTES 38 SECONDS WEST A DISTANCE OF 239.69 FEET; THENCE SOUTH THENCE SOUTH 32 DEGREES 37 MINUTES 47 SECONDS EAST, A DISTANCE OF 27.81 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 1026.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 12 MINUTES 49 SECONDS WEST, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 141.58 ACRES (CALCULATED-TOTAL PHASE 1)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:12:00 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

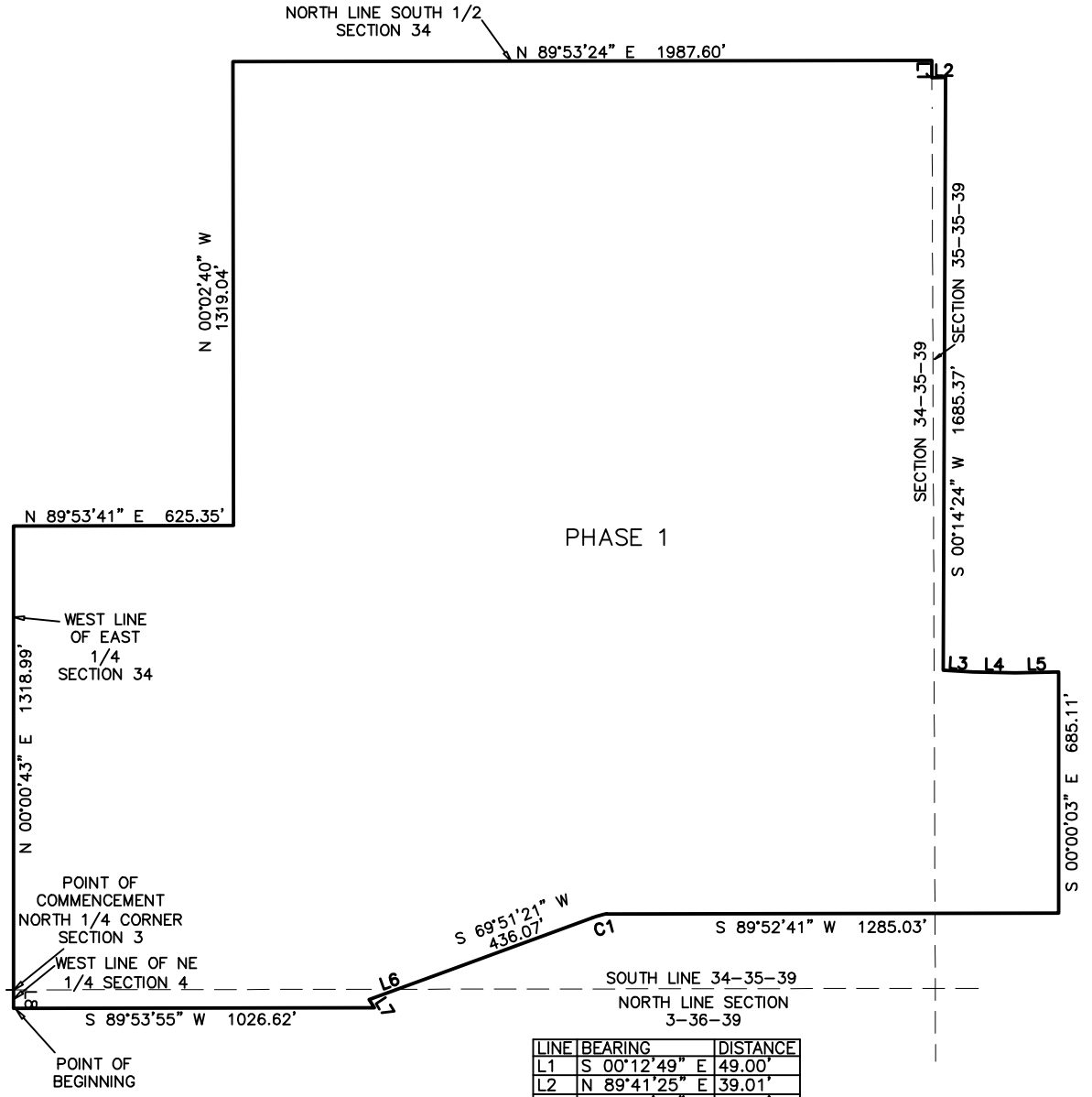
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 86°53'06" E	84.33'
L4	S 88°41'54" E	121.00'
L5	S 89°04'29" W	123.04'
L6	S 70°01'38" W	239.69'
L7	S 32°37'47" E	27.81'
L8	N 00°16'38" W	52.50'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	S 75°08'32" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-15-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1A

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 43 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 1017.69 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1123.85 FEET AND A CHORD OF 878.97 FEET THAT BEARS SOUTH 25 DEGREES 50 MINUTES 33 SECONDS WEST; THENCE SOUTHERLY, TO A POINT OF NON-TANGENT REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 955.00 FEET AND A CHORD OF 760.92 FEET; BEARS SOUTH 23 DEGREES 28 MINUTES 39 SECONDS WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MIDWAY ROAD A 70.00 FOOT PUBLIC RIGHT OF WAY; THENCE SOUTH 89 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 622.37 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 2622.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1288.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 1319.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 103.84 ACRES (CALCULATED-TOTAL PHASE 1A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:10:21 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

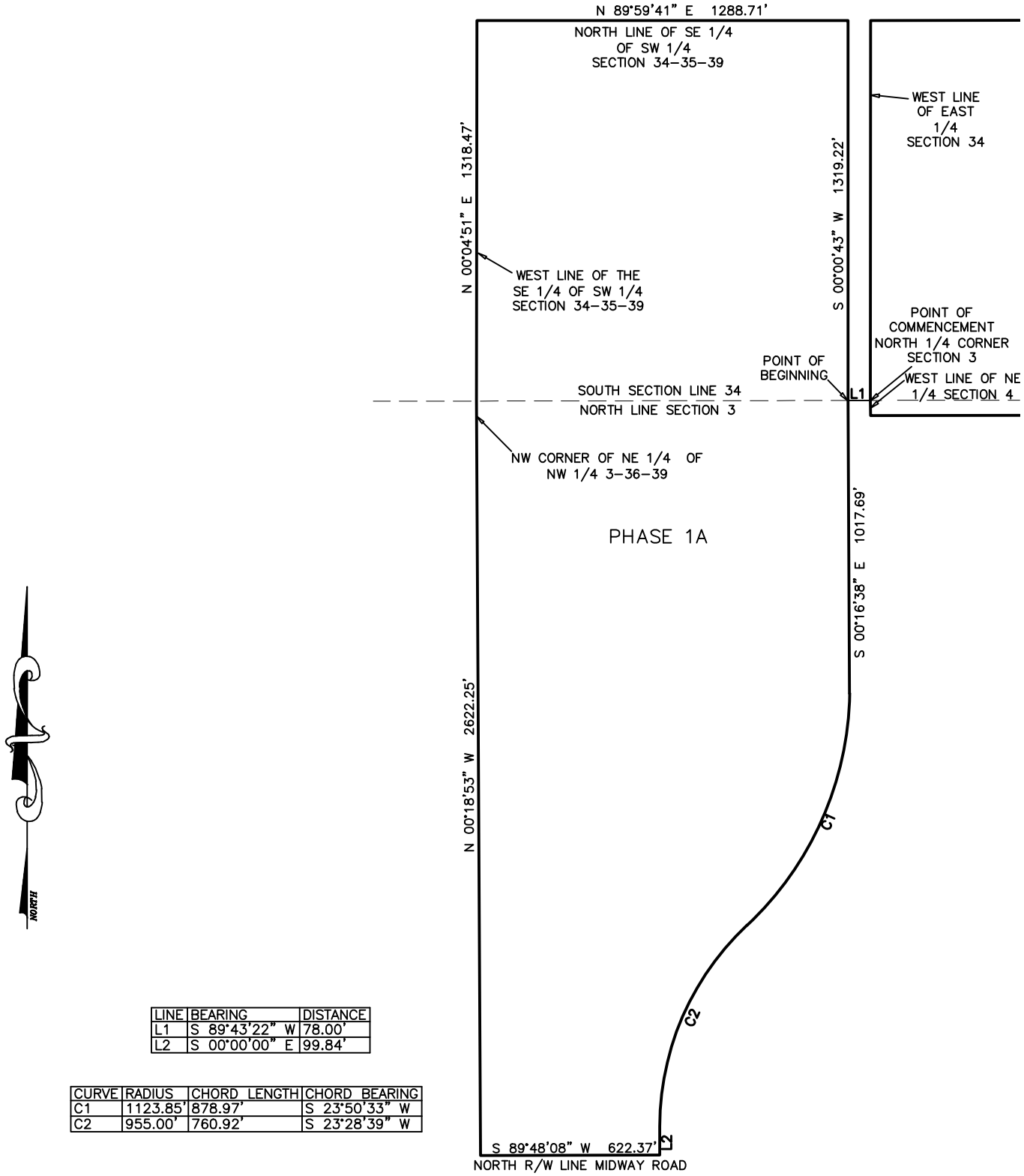
JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981
(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 89°43'22" W	78.00'
L2	S 00°00'00" E	99.84'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	1123.85'	878.97'	S 23°50'33" W
C2	955.00'	760.92'	S 23°28'39" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1055.61 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, A DISTANCE OF 1522.58 FEET; THENCE SOUTH 72 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 102.87 FEET; THENCE SOUTH 63 DEGREES 39 MINUTES 20 SECONDS WEST, A DISTANCE OF 96.44 FEET; THENCE SOUTH 33 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 58.53 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 165.88 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 300.02 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 64.06 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 32.52 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 29 SECONDS WEST, A DISTANCE OF 123.04 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 54 SECONDS WEST, A DISTANCE OF 121.00 FEET; THENCE NORTH 86 DEGREES 53 MINUTES 06 SECONDS WEST, A DISTANCE OF 84.33 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 1685.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.63 ACRES (CALCULATED-TOTAL PHASE 2)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 12:53:50 -05'00'

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

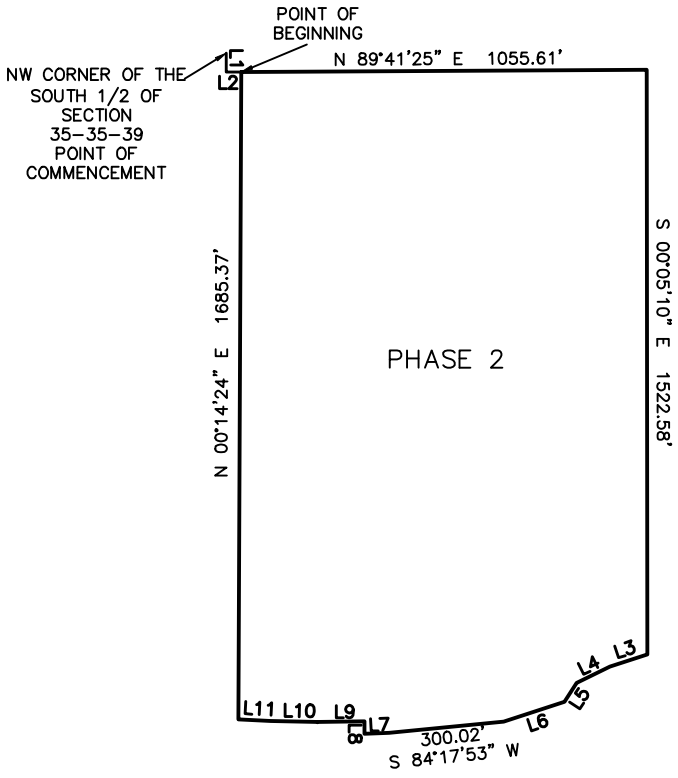
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 72°14'58" W	102.87'
L4	S 63°39'20" W	96.44'
L5	S 33°07'50" W	58.53'
L6	S 72°02'43" W	165.88'
L7	S 88°00'00" W	64.06'
L8	N 00°00'03" W	32.52'
L9	S 89°04'29" W	123.04'
L10	N 88°41'54" W	121.00'
L11	N 86°53'06" W	84.33'



SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2A

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 52.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, A DISTANCE OF 1026.62 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 27.81 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 70 DEGREES 01 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 239.69 FEET; THENCE NORTH 69 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 436.07 FEET; TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 BEARS NORTH 75 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE NORTH 89 DEGREES 52 MINUTES 41 SECONDS EAST, A DISTANCE OF 1285.03 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 46 SECONDS EAST A DISTANCE OF 481.49 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.71 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 30 SECONDS EAST, A DISTANCE OF 142.45 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 335.00 FEET AND A CHORD OF 347.89 FEET THAT BEARS SOUTH 30 DEGREES 57 MINUTES 23 SECONDS WEST; THENCE SOUTH 62 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 139.15 FEET; THENCE SOUTH 01 DEGREES 36 MINUTES 31 SECONDS WEST, A DISTANCE OF 142.19 FEET; THENCE SOUTH 53 DEGREES 38 MINUTES 14 SECONDS WEST, A DISTANCE OF 58.71 FEET; THENCE SOUTH 84 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 146.97 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 332.85 FEET; THENCE SOUTH 31 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 78.35 FEET; THENCE SOUTH 60 DEGREES 56 MINUTES 11 SECONDS WEST, A DISTANCE OF 335.12 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 1773.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.04 ACRES (CALCULATED-TOTAL PHASE 2A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 08-18-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.18 15:09:35 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

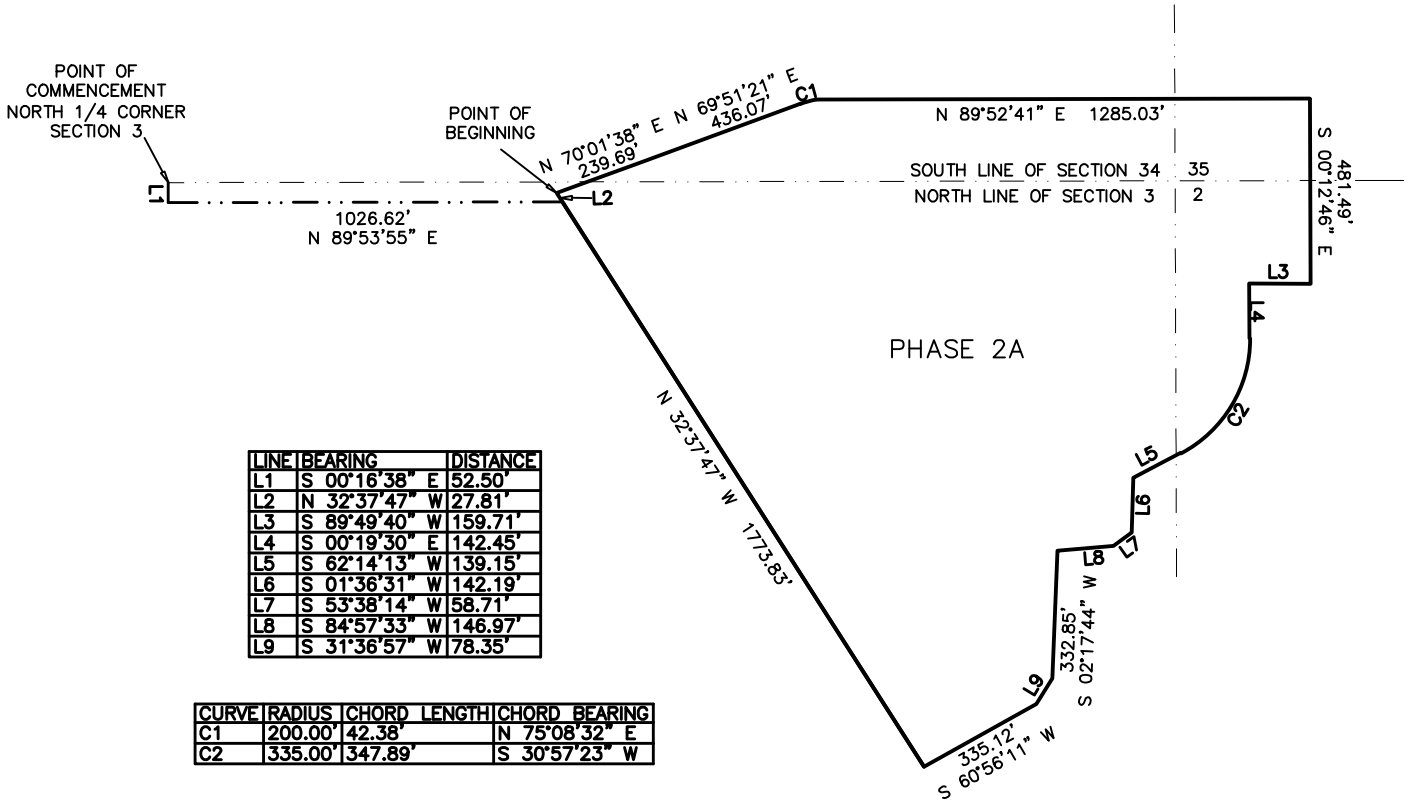
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°16'38" E	52.50'
L2	N 32°37'47" W	27.81'
L3	S 89°49'40" W	159.71'
L4	S 00°19'30" E	142.45'
L5	S 62°14'13" W	139.15'
L6	S 01°36'31" W	142.19'
L7	S 53°38'14" W	58.71'
L8	S 84°57'33" W	146.97'
L9	S 31°36'57" W	78.35'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	N 75°08'32" E
C2	335.00'	347.89'	S 30°57'23" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 3

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35 A DISTANCE OF 49.00 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1094.61 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 609.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1440.77 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 37 SECONDS EAST, A DISTANCE OF 234.08 FEET; THENCE NORTH 74 DEGREES 49 MINUTES 07 SECONDS EAST, A DISTANCE OF 212.43 FEET; THENCE NORTH 53 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 120.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1068.91 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 1879.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 652.59 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 64.06 FEET; THENCE NORTH 84 DEGREES 17 MINUTES 53 SECONDS EAST A DISTANCE OF 300.02; THENCE NORTH 72 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 165.88 FEET; THENCE NORTH 33 DEGREES 07 MINUTES 50 SECONDS EAST A DISTANCE OF 58.53 FEET; THENCE NORTH 63 DEGREES 39 MINUTES 20 SECONDS EAST A DISTANCE 96.44 FEET; THENCE NORTH 72 DEGREES 14 MINUTES 58 SECONDS EAST A DISTANCE OF 102.87 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 10 SECONDS WEST A DISTANCE OF 1522.53 FEET TO THE POINT OF BEGINNING;

CONTAINING 57.34 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:05:33 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

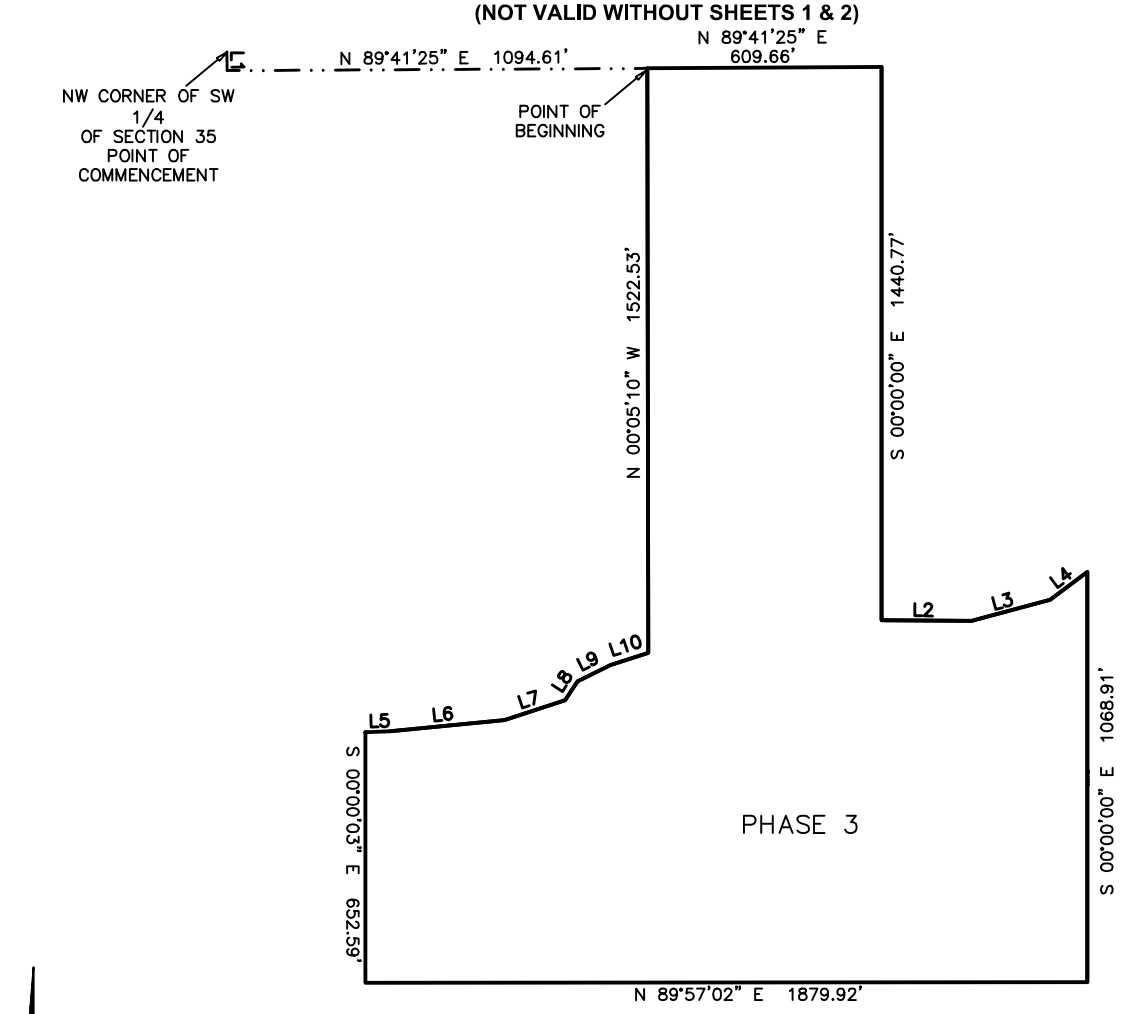
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)





LINE	BEARING	DISTANCE
L1	S 00°12'44" E	49.00'
L2	S 89°36'37" E	234.08'
L3	N 74°49'07" E	212.43'
L4	N 53°09'01" E	120.88'
L5	N 88°00'00" E	64.06'
L6	N 84°17'53" E	300.02'
L7	N 72°02'43" E	165.88'
L8	N 33°07'50" E	58.53'
L9	N 63°39'20" E	96.44'
L10	N 72°14'58" E	102.87'

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 4

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1704.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 960.14 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 01 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 1750.19 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9 (INTERSTATE 95) A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE BY THE FOLLOWING 3 COURSES, ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 41 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 727.09 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 6062.43 FEET AND A CHORD OF 1988.27 FEET THAT BEARS SOUTH 32 DEGREES 19 MINUTES 46 SECONDS WEST; THENCE SOUTH 22 DEGREES 31 MINUTES 12 SECONDS WEST A DISTANCE OF 287.79 FEET. THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 67 DEGREES 28 MINUTES 36 SECONDS WEST A DISTANCE OF 78.79 FEET TO A POINT OF A NON TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.23 FEET CHORD OF 103.88 FEET BEARS NORTH 49 DEGREES 22 MINUTES 47 SECONDS WEST; THENCE SOUTH 89 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 366.81 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1068.91 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 01 SECONDS WEST A DISTANCE OF 120.88 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 07 SECONDS WEST A DISTANCE OF 212.43 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 234.08 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1440.81 TO THE POINT OF BEGINNING.

CONTAINING 86.18 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:03:54 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

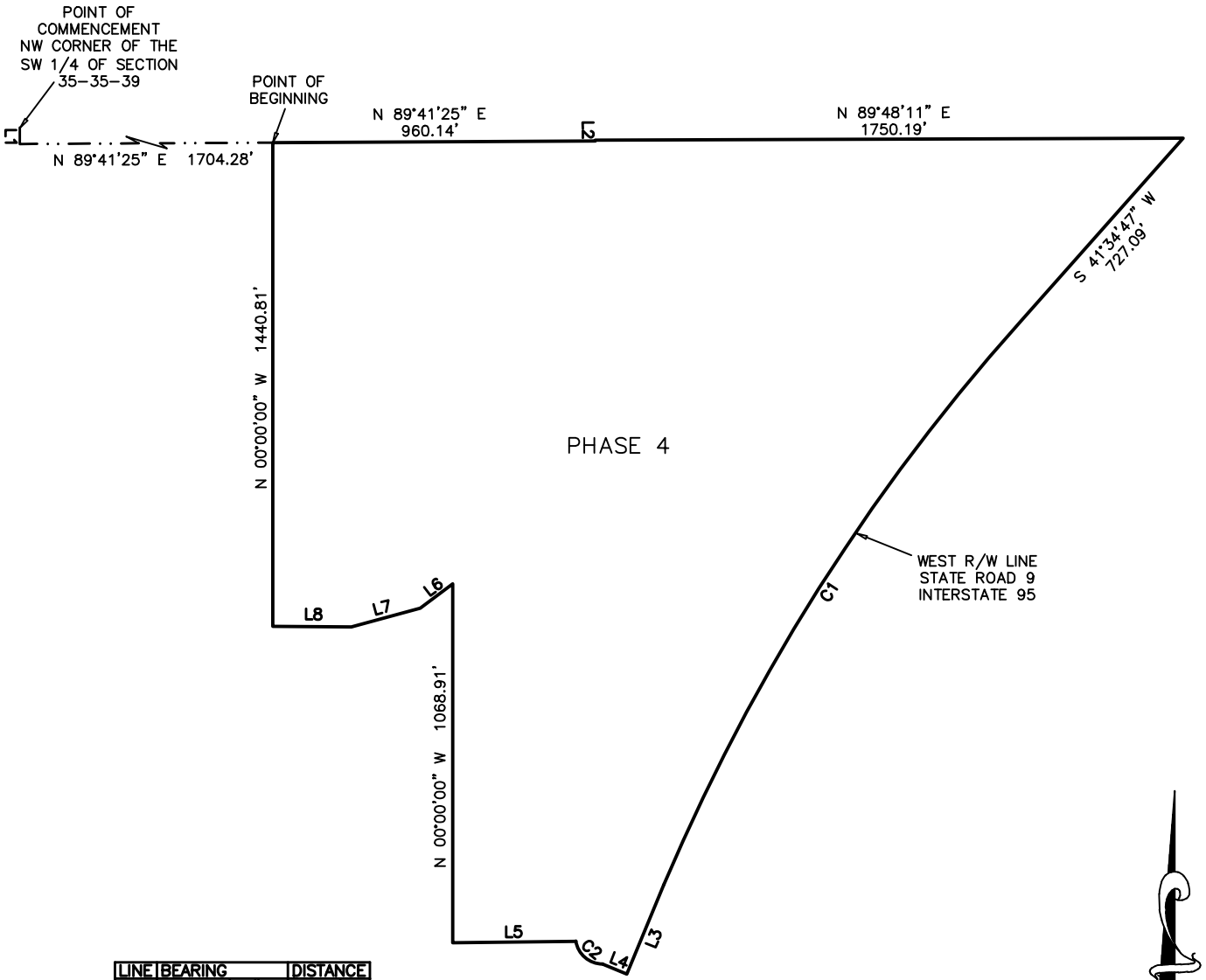
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 00°07'01" W	2.00'
L3	S 22°31'12" W	287.79'
L4	N 67°28'36" W	78.79'
L5	S 89°18'37" W	366.81'
L6	S 53°09'01" W	120.88'
L7	S 74°49'07" W	212.43'
L8	N 89°36'37" W	234.08'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	6062.43'	1988.27'	N 32°19'46" E
C2	80.23'	103.88'	N 49°22'47" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

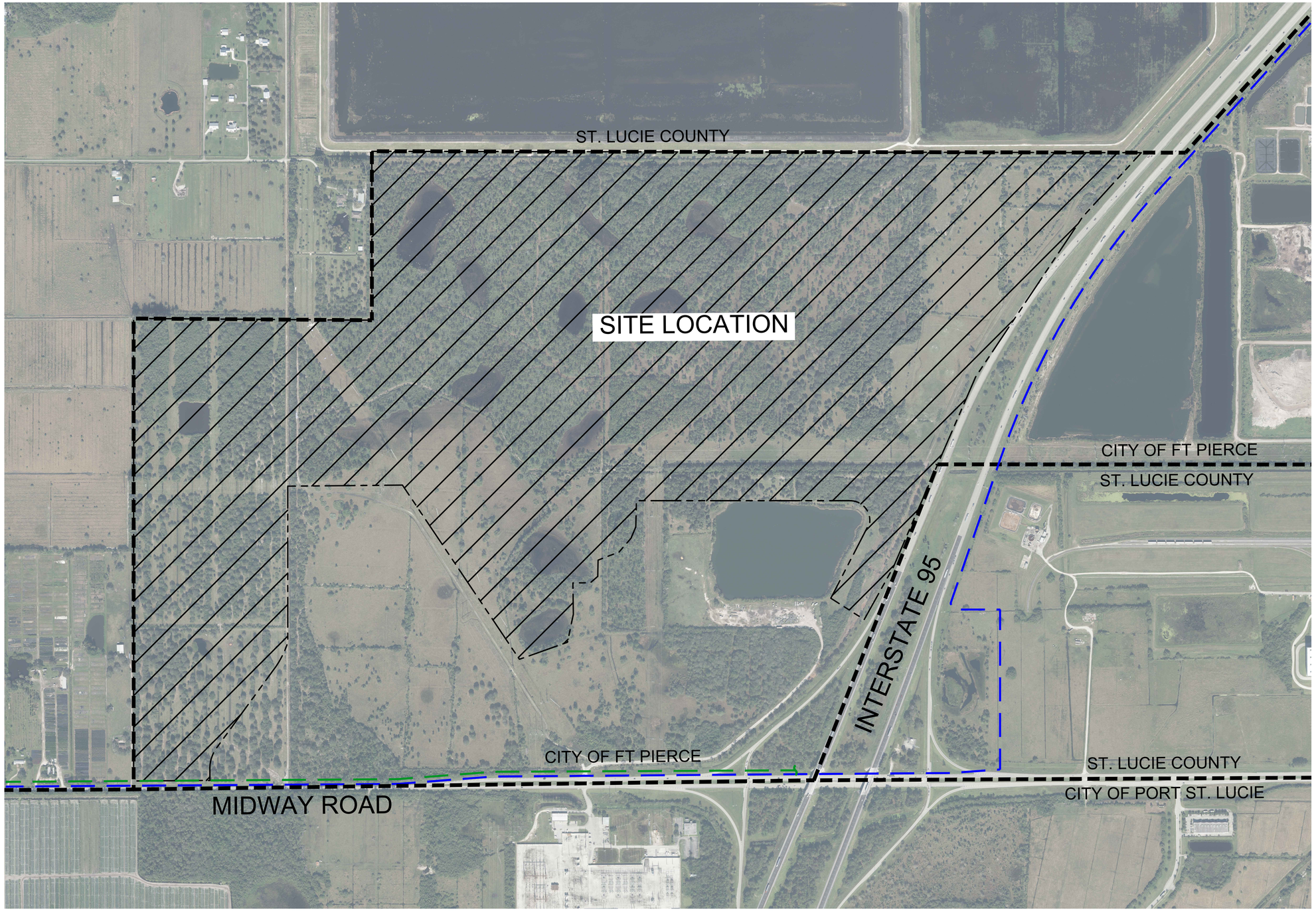
JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

EXHIBIT 4



N

EXISTING UTILITIES MAP:

1" = 400'

LEGEND:

- EXISTING 12" PVC WATER MAIN
  PER AS-BUILT PREPARED BY MASTELLAR, MOLER, REED & TAYLOR, INC. FOR DANELLA CONSTRUCTION CORPORATION
- EXISTING 8" FORCE MAIN
  LIMITED DATA AVAILABLE
- JURISDICTIONAL BOUNDARY LINES
  AS LABELED ON PLAN

Mills, Short & Associates
PHONE: 772.226.7282
C.A. #: 30698
WEBSITE:
www.MillsShortAssociates.com
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

ISSUE	DATE	COMMENTS

SUNRISE CDD
NW CORNER OF I-95 AND MIDWAY RD
ST. LUCIE COUNTY, FL

THIS SHEET: EXISTING UTILITIES MAP

DRAWN BY: KKR
CHECKED BY: JWM
APPROVED BY: JWM
SCALE: SEE SHEET

PROJ. NO. 22-2180
DATE 2023-08-30
SHEET NO. EX-2

FILE: C:\Users\katie\Mills, Short & Associates\Common - Documents_Projects\22-2180 Sunrise CDD\CADD\Exhibits\Exhibits.dwg
DATE: 11/7/2023
TIME: 1:43 PM

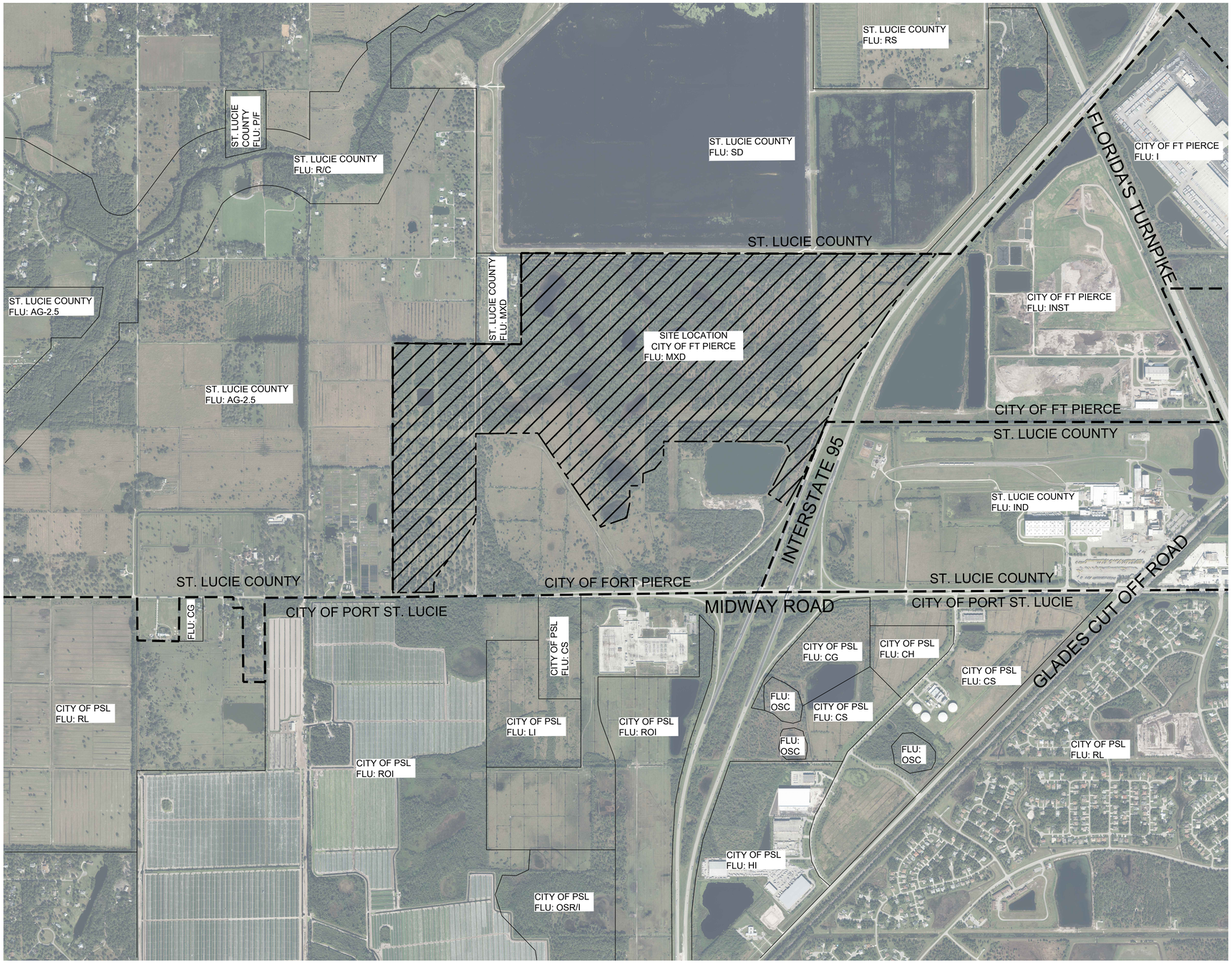
EXHIBIT 5

SUNRISE COMMUNITY DEVELOPMENT DISTRICT

Proposed Facilities & Estimated Costs Chart			
Improvement	Estimated Cost	Financing/Construction Entity	Final Owner/ Maintenance Entity
Stormwater Management System	$15,077,133	CDD	CDD
Roadways	$5,025,711	CDD	CDD
Water & Wastewater Systems	$10,051,422	CDD	City
Undergrounding of Conduit	$300,000	CDD	CDD
Hardscaping, Landscape, Irrigation	$10,956,820	CDD	CDD
Amenities	$2,340,000	CDD	CDD
Conservation Areas		CDD	CDD
Offsite Improvements	$1,000,000	CDD	County
Professional Services	$2,500,000	N/A	N/A
10% Contingency	$4,725,109	N/A	N/A
Total	***$51,976,195***		

The Developer may alternatively elect to privately finance certain of the improvements above, and have an HOA own and operate such improvements instead of the District.

EXHIBIT 6



N

VICINITY MAP:

1" = 800'

FLU LEGEND:

ST. LUCIE COUNTY		CITY OF PORT ST. LUCIE		CITY OF FT. PIERCE	
R/C	RESIDENTIAL/CONSERVATION, 1 DU/5 AC	CS	COMMERCIAL SERVICE	MXD	MIXED USE
RS	RESIDENTIAL SUBDIVISION, 2 DU/1 AC	CG	COMMERCIAL GENERAL	INST	INSTITUTIONAL
AG-2.5	AGRICULTURAL, 1 DU / 2.5 AC	ROI	RES/OFFICE/INSTITUTIONAL	I	INDUSTRIAL
SD	SPECIAL DISTRICT	CH	COMMERCIAL HIGHWAY		
MXD	MIXED USE	RL	LOW DENSITY RES		
IND	INDUSTRIAL	HI	HEAVY INDUSTRIAL		
P/F	PUBLIC FACILITIES	LI	LIGHT INDUSTRIAL		
		OSR	REC OPEN SPACE		

Mills, Short & Associates
WEBSITE: www.MillsShortAssociates.com
PHONE: 772.226.7282
C.A. #: 30698
700 22nd Place, Suite 2C/2D
Vero Beach, Florida 32960

ISSUE	DATE	COMMENTS

SUNRISE CDD
NW CORNER OF I-95 AND MIDWAY RD
ST. LUCIE COUNTY, FL

THIS SHEET: FUTURE LAND USE AND ZONING MAP

DRAWN BY: KKR
CHECKED BY: JWM
APPROVED BY: JWM
SCALE: SEE SHEET

PROJ. NO. 22-2180
DATE 2023-08-30
SHEET NO. EX-3

FILE: C:\Users\katie\Mills, Short & Associates\Common - Documents_Projects\22-2180 Sunrise CDD\CADD\Exhibits\Exhibits.dwg
DATE: 11/7/2023
TIME: 1:43 PM

EXHIBIT 7

SUNRISE
COMMUNITY DEVELOPMENT DISTRICT

Statement
of
Estimated Regulatory Costs

September 12, 2023

Provided by

Wrathell, Hunt and Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Phone: 561-571-0010
Fax: 561-571-0013
Website: www.whhassociates.com

STATEMENT OF ESTIMATED REGULATORY COSTS

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs ("SERC") supports the petition to establish the Sunrise Community Development District ("District") in accordance with the "Uniform Community Development District Act of 1980," Chapter 190, Florida Statutes (the "Act"). The proposed District will comprise approximately 475.61 +/- acres of land located within the City of Fort Pierce, Florida (the "City") and is projected to contain approximately 1,500 residential dwelling units, which will make up the Sunrise development. The limitations on the scope of this SERC are explicitly set forth in Section 190.002(2)(d), Florida Statutes ("F.S.") (governing District establishment) as follows:

> "*That the process of establishing such a district pursuant to uniform general law be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant* (emphasis added)."

1.2 Overview of the Sunrise Community Development District

The District is designed to provide public infrastructure, services, and facilities along with operation and maintenance of the same to a master planned mixed-use development currently anticipated to contain a total of approximately 1,500 residential dwelling units, all within the boundaries of the District. Tables 1 and 2 under Section 5.0 detail the anticipated improvements and ownership/maintenance responsibilities the proposed District is anticipated to construct, operate and maintain.

A community development district ("CDD") is an independent unit of special purpose local government authorized by the Act to plan, finance, construct, operate and maintain community-wide infrastructure in planned community developments. CDDs provide a "solution to the state's planning, management and financing needs for delivery of capital infrastructure in order to service projected growth without overburdening other governments and their taxpayers." Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose government unit, i.e., the city or county in which the CDD lies. A CDD does not have the permitting, zoning or policing powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating and maintaining public infrastructure for developments, such as Sunrise.

1.3 Requirements for Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain:

(a) An economic analysis showing whether the rule directly or indirectly:
1. Is likely to have an adverse impact on economic growth, private sector job creation or employment,

or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the rule;
2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the rule; or
3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the rule.

(b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

(c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

(d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

(e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses. (City of Fort Pierce, according to the Census 2020, has a population of 47,297; therefore, it is not defined as a small City for the purposes of this requirement.)

(f) Any additional information that the agency determines may be useful.

(g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

Note: the references to "rule" in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an "ordinance" under section 190.005(2)(a), F.S.

2.0 An economic analysis showing whether the ordinance directly or indirectly:

1. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance;

2. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance; or

3. Is likely to increase regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The ordinance establishing the District is not anticipated to have any direct or indirect adverse impact on economic growth, private sector job creation or employment, private sector investment, business competitiveness, ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation. Any increases in regulatory costs, principally the anticipated increases in transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is voluntary and additional costs will be disclosed as available to prospective buyers prior to sale, such increases should be considered voluntary, self-imposed and offset by benefits received from the infrastructure and services provided by the District.

2.1 Impact on economic growth, private sector job creation or employment, or private sector investment in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The purpose for establishment of the District is to provide public facilities and services to support the development of a new, master planned mixed-use development. The development of the approximately 475.61 +/- acres anticipated to be within the District will promote local economic activity, create local value, lead to local private sector investment and is likely to result in local private sector employment and/or local job creation.

Establishment of the District will allow a systematic method to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services. Such facilities and services, as further described in Section 5, will allow for the development of the land within the District. The provision of District's infrastructure and the subsequent development of land will generate private economic activity, economic growth, investment and employment, and job creation. The District intends to use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, is likely to use private firms to operate and maintain such infrastructure and provide services to the landowners and residents of the District. The private developer of the land in the District will use its private funds to conduct the private land development and construction of an anticipated approximately 1,500 residential dwelling units. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in absence of the District by the private sector alone, the fact that the establishment of the District is initiated by the private developer means that the private developer considers the establishment and continued operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to economic growth, likely private sector job growth and/or

support private sector employment, and private sector investments.

2.2 Impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

When assessing the question of whether the establishment of the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the establishment of the District is likely to not have a direct or indirect adverse impact on business competitiveness, productivity, or innovation versus that same development without the District. Similar to a purely private solution, District contracts will be bid competitively as to achieve the lowest cost/best value for the particular infrastructure or services desired by the landowners, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the establishment of the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District, in its purchasing decisions, will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

2.3 Likelihood of an increase in regulatory costs, including any transactional costs, in excess of $1 million in the aggregate within 5 years after the implementation of the ordinance.

The establishment of the District will not increase any regulatory costs of the State or the City by virtue that the District will be one of many already existing similar districts within the State and also as described in more detail in Section 4, the proposed District will pay a one-time filing fee to the City to offset any expenses that the City may incur in holding a local public hearing on the petition. Similarly, the proposed District will pay annually the required Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The establishment of the District will, however, directly increase regulatory costs to the landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District, will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and all initial prospective buyers will have such additional transaction costs disclosed to them prior to sale, as required by State law. Such costs, however, should be considered voluntary, self-imposed, and as a tradeoff for the service and facilities provided by the District.

The District will incur overall operational costs related to services for infrastructure maintenance, landscaping, and similar items. In the initial stages of development, the costs will likely be minimized. These operating costs will be funded by the landowners through direct funding agreements or special assessments levied by the District. Similarly, the District may incur costs associated with the issuance and repayment of special assessment revenue bonds. While these costs in the aggregate may approach the stated threshold over a five year period, this would not be unusual for a Project of this nature and

the infrastructure and services proposed to be provided by the District will be needed to serve the Project regardless of the existence of the District. Thus, the District-related costs are not additional development costs. Due to the relatively low cost of financing available to CDDs, due to the tax-exempt nature of their debt, certain improvements can be provided more efficiently by the District than by alternative entities. Furthermore, it is important to remember that such costs would be funded through special assessments paid by landowners within the District, and would not be a burden on the taxpayers outside the District.

3.0 A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

The individuals and entities likely to be required to comply with the ordinance or affected by the proposed action (i.e., adoption of the ordinance) can be categorized, as follows: 1) The State of Florida and its residents, 2) the City of Fort Pierce and its residents, 3) current property owners, and 4) future property owners.

a. The State of Florida

The State of Florida and its residents and general population will not incur any compliance costs related to the establishment and on-going administration of the District, and will only be affected to the extent that the State incurs those nominal administrative costs outlined herein. The cost of any additional administrative services provided by the State as a result of this project will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

b. City of Fort Pierce

The City and its residents not residing within the boundaries of the District will not incur any compliance costs related to the establishment and on-going administration of the District other than any one-time administrative costs outlined herein, which will be offset by the filing fee submitted to the City. Once the District is established, these residents will not be affected by adoption of the ordinance. The cost of any additional administrative services provided by the City as a result of this development will be incurred whether the infrastructure is financed through a CDD or any alternative financing method.

c. Current Property Owners

The current property owners of the lands within the proposed District boundaries will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure. However, all current property owners have consented to the establishment of the District.

d. Future Property Owners

The future property owners are those who will own property in the proposed District. These future property owners will be affected to the extent that the District allocates debt for the construction of infrastructure and undertakes operation and maintenance responsibility for that infrastructure.
The proposed District will serve land that comprises an approximately 516.32 +/- acre master planned

mixed-use development currently anticipated to contain a total of approximately 1,500 residential dwelling units, although the development plan can change. Assuming an average density of 3.5 persons per residential dwelling unit, the estimated residential population of the proposed District at build out would be approximately 5,250 +/- and all of these residents as well as the residential and non-residential landowners within the District will be affected by the ordinance. The City, the proposed District and certain state agencies will also be affected by or required to comply with the ordinance as more fully discussed hereafter.

4.0 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed ordinance, and any anticipated effect on state or local revenues.

The City is establishing the District by ordinance in accordance with the Act and, therefore, there is no anticipated effect on state or local revenues.

4.1 Costs to Governmental Agencies of Implementing and Enforcing Ordinance

Because the result of adopting the ordinance is the establishment of an independent local special purpose government, there will be no significant enforcing responsibilities of any other government entity, but there will be various implementing responsibilities which are identified with their costs herein.

State Governmental Entities

The cost to state entities to review or enforce the proposed ordinance will be very modest. The District comprises less than 2,500 acres and is located within the boundaries of the City of Fort Pierce. Therefore, the City (and not the Florida Land and Water Adjudicatory Commission) will review and act upon the Petition to establish the District, in accordance with Section 190.005(2), F.S. There are minimal additional ongoing costs to various state entities to implement and enforce the proposed ordinance. The costs to various state entities to implement and enforce the proposed ordinance relate strictly to the receipt and processing of various reports that the District is required to file with the State and its various entities. Appendix A lists the reporting requirements. The costs to those state agencies that will receive and process the District's reports are minimal because the District is only one of many governmental units that are required to submit the various reports. Therefore, the marginal cost of processing one additional set of reports is inconsequential. Additionally, pursuant to section 189.064, F.S., the District must pay an annual fee to the State of Florida Department of Economic Opportunity which offsets such costs.

City of Fort Pierce, Florida

The proposed land for the District is located within the City of Fort Pierce, Florida and consists of less than 2,500 acres. The City and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources; however, these costs incurred by the City will be modest for a number of reasons. First, review of the petition to establish the District does not include analysis of the project itself. Second, the petition itself provides most, if not all, of the information needed for a staff review. Third, the City already possesses the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to

review the petition. Fifth, the potential costs are offset by a filing fee included with the petition to offset any expenses the City may incur in the processing of this petition. Finally, the City already processes similar petitions, though for entirely different subjects, for land uses and zoning changes that are far more complex than the petition to establish a community development district.

The annual costs to the City, because of the establishment of the District, are also very small. The District is an independent unit of local government. The only annual costs the City faces are the minimal costs of receiving and reviewing the various reports that the District is required to provide to the City, or any monitoring expenses the City may incur if it establishes a monitoring program for this District.

4.2 Impact on State and Local Revenues

Adoption of the proposed ordinance will have no negative impact on state or local revenues. The District is an independent unit of local government. It is designed to provide infrastructure facilities and services to serve the development project and it has its own sources of revenue. No state or local subsidies are required or expected.

Any non-ad valorem assessments levied by the District will not count against any millage caps imposed on other taxing authorities providing services to the lands within the District. It is also important to note that any debt obligations the District may incur are not debts of the State of Florida or any other unit of local government. By Florida law, debts of the District are strictly its own responsibility.

5.0 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the ordinance.

Table 1 provides an outline of the various facilities and services the proposed District may provide. Financing for these facilities is projected to be provided by the District.

Table 2 illustrates the estimated costs of construction of the capital facilities, outlined in Table 1. Total costs of construction for those facilities that may be provided are estimated to be approximately $51,976,195. The District may levy non-ad valorem special assessments (by a variety of names) and may issue special assessment bonds to fund the costs of these facilities. These bonds would be repaid through non-ad valorem special assessments levied on all developable properties in the District that may benefit from the District's infrastructure program as outlined in Table 2.

Prospective future landowners in the proposed District may be required to pay non-ad valorem special assessments levied by the District to provide for facilities and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, purchasing a property within the District or locating in the District by new residents is completely voluntary, so, ultimately, all landowners and residents of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In addition, state law requires all assessments levied by the District to be disclosed by the initial seller to all prospective purchasers of property within the District.

Table 1

SUNRISE COMMUNITY DEVELOPMENT DISTRICT
Proposed Facilities and Services

FACILITY	FUNDED BY	OWNED BY	MAINTAINED BY
Stormwater Management System	CDD	CDD	CDD
Roadways	CDD	CDD	CDD
Water & Wastewater Systems	CDD	City	City
Undergrounding of Conduit	CDD	CDD	CDD
Hardscaping, Landscape, Irrigation	CDD	CDD	CDD
Amenities	CDD	CDD	CDD
Conservation Areas	CDD	CDD	CDD
Offsite Improvements	CDD	County	County

Table 2

SUNRISE COMMUNITY DEVELOPMENT DISTRICT
Estimated Costs of Construction

CATEGORY	COST
Stormwater Management System	$15,077,133
Roadways	$5,025,711
Water & Wastewater Systems	$10,051,422
Undergrounding of Conduit	$300,000
Hardscaping, Landscape, Irrigation	$10,956,820
Amenities	$2,340,000
Offsite Improvements	$1,000,000
Professional Services	$2,500,000
Contingency (10%)	$4,725,109
Total Overall Cost	**$51,976,195**

A CDD provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District and collected by law represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent special districts, City or its dependent districts, or City management but financing with municipal service benefit units and municipal service taxing units, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regard to the public services delivery, dependent and other independent special districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of

services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development.

Other public entities, such as cities, are also capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development and, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers. Additionally, other public entities providing services would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily to earn short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the public services will be completed concurrently with development of lands within the development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. Establishment of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands.

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short and long-term maintenance of public infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism.

Consequently, a CDD provides property owners with the option of having higher levels of facilities and services financed through self-imposed revenue. The District is an alternative means to manage necessary development of infrastructure and services with related financing powers. District management is no more expensive, and often less expensive, than the alternatives of various public and private sources.

6.0 An analysis of the impact on small businesses as defined by Section 288.703, F.S., and an analysis of the impact on small counties and small cities as defined by Section 120.52, F.S.

There will be little impact on small businesses because of the establishment of the District. If anything, the impact may be positive because the District must competitively bid all of its contracts and competitively negotiate all of its contracts with consultants over statutory thresholds. This affords small businesses the opportunity to bid on District work.

The City of Fort Pierce has a population of 47,297 according to the Census 2020 conducted by the United States Census Bureau and is therefore not defined as a "small" City according to Section 120.52, F.S. Nevertheless, it can be reasonably expected that the establishment of community development district for the Sunrise development will not produce any marginal effects that would be different from those that would have occurred if the Sunrise development was developed without a community development district established for it by the City.

7.0 Any additional useful information.

The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

In relation to the question of whether the proposed Sunrise Community Development District is the best possible alternative to provide public facilities and services to the project, there are several additional factors which bear importance. As an alternative to an independent district, the City could establish a dependent district for the area or establish an MSBU or MSTU. Either of these alternatives could finance the improvements contemplated in Tables 1 and 2 in a fashion similar to the proposed District.

There are a number of reasons why a dependent district is not the best alternative for providing public facilities and services to the Sunrise development. First, unlike a CDD, this alternative would require the City to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be directly and wholly attributed to the land directly benefiting from them, as the case would be with a CDD. Administering a project of the size and complexity of the development program anticipated for the Sunrise development is a significant and expensive undertaking.

Second, a CDD is preferable from a government accountability perspective. With a CDD, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The CDD can then be more responsive to resident needs without disrupting other City responsibilities. By contrast, if the City were to establish and administer a dependent Special District, then the residents and landowners of the Sunrise development would take their grievances and desires to the City Commission meetings.

Third, any debt of an independent CDD is strictly that District's responsibility. While it may be technically true that the debt of a City-established, dependent Special District is not strictly the City's responsibility, any financial problems that a dependent Special District may have may reflect on the City. This will not be the case if a CDD is established.

Another alternative to a CDD would be for a Property Owners' Association (POA) to provide the infrastructure as well as operations and maintenance of public facilities and services. A CDD is superior to a POA for a variety of reasons. First, unlike a POA, a CDD can obtain low cost funds from the municipal capital market. Second, as a government entity a CDD can impose and collect its assessments along with other property taxes on the County's real estate tax bill. Therefore, the District is far more assured of obtaining its needed funds than is a POA. Third, the proposed District is a unit of local government. This provides a higher level of transparency, oversight and accountability and the CDD has the ability to enter into interlocal agreements with other units of government.

8.0 A description of any regulatory alternatives submitted under section 120.541(1)(a), F.S., and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed ordinance.

No written proposal, statement adopting an alternative or statement of the reasons for rejecting an alternative have been submitted.

Based upon the information provided herein, this Statement of Estimated Regulatory Costs supports the petition to establish the Sunrise Community DevelopmentDistrict.

APPENDIX A
LIST OF REPORTING REQUIREMENTS

REPORT	FL. STATUTE CITATION	DATE
Annual Financial Audit	190.008/218.39	9 months after end of Fiscal Year
Annual Financial Report	190.008/218.32	45 days after the completion of the Annual Financial Audit but no more than 9 months after end of Fiscal Year
TRIM Compliance Report	200.068	no later than 30 days following the adoption of the property tax levy ordinance/resolution (if levying property taxes)
Form 1 - Statement of Financial Interest	112.3145	within 30 days of accepting the appointment, then every year thereafter by 7/1 (by "local officers" appointed to special district's board); during the qualifying period, then every year thereafter by 7/1 (by "local officers" elected to special district's board)
Public Facilities Report	189.08	within one year of special district's creation; then annual notice of any changes; and updated report every 7 years, 12 months prior to submission of local government's evaluation and appraisal report
Public Meetings Schedule	189.015	quarterly, semiannually, or annually
Bond Report	218.38	when issued; within 120 days after delivery of bonds
Registered Agent	189.014	within 30 days after first meeting of governing board
Proposed Budget	190.008	annually by June 15
Adopted Budget	190.008	annually by October 1
Public Depositor Report	280.17	annually by November 30
Notice of Establishment	190.0485	within 30 days after the effective date of an ordinance establishing the District
Notice of Public Financing	190.009	file disclosure documents in the property records of the county after financing

EXHIBIT 8

AUTHORIZATION OF AGENT

This letter shall serve as a designation of Jere Earlywine of Kutak Rock LLP, to act as agent for Petitioner, **Sunrise Residential, LLC,** with regard to any and all matters pertaining to the Petition to the City Commission of the City of Fort Pierce, Florida, to Establish the Sunrise Community Development District pursuant to the "Uniform Community Development District Act of 1980," Chapter 190, *Florida Statutes*, Section 190.156(1*), Florida Statutes*. This authorization shall remain in effect until revoked in writing.

Witnessed:

Print Name: Stephanie Pitts

Print Name: Javier Medina

SUNRISE RESIDENTIAL, LLC
PETITIONER

By: Brent Howells

Its: Managing Member

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 14th day of October, 2023, by Brent Howells, as Managing Member of Sunrise Residential, on its behalf. He [___] is personally known to me or [X] produced Florida drivers license as identification.

STEPHANIE PITTS
Notary Public
State of Florida
Comm# HH321471
Expires 10/12/2026

Notary Public, State of Florida

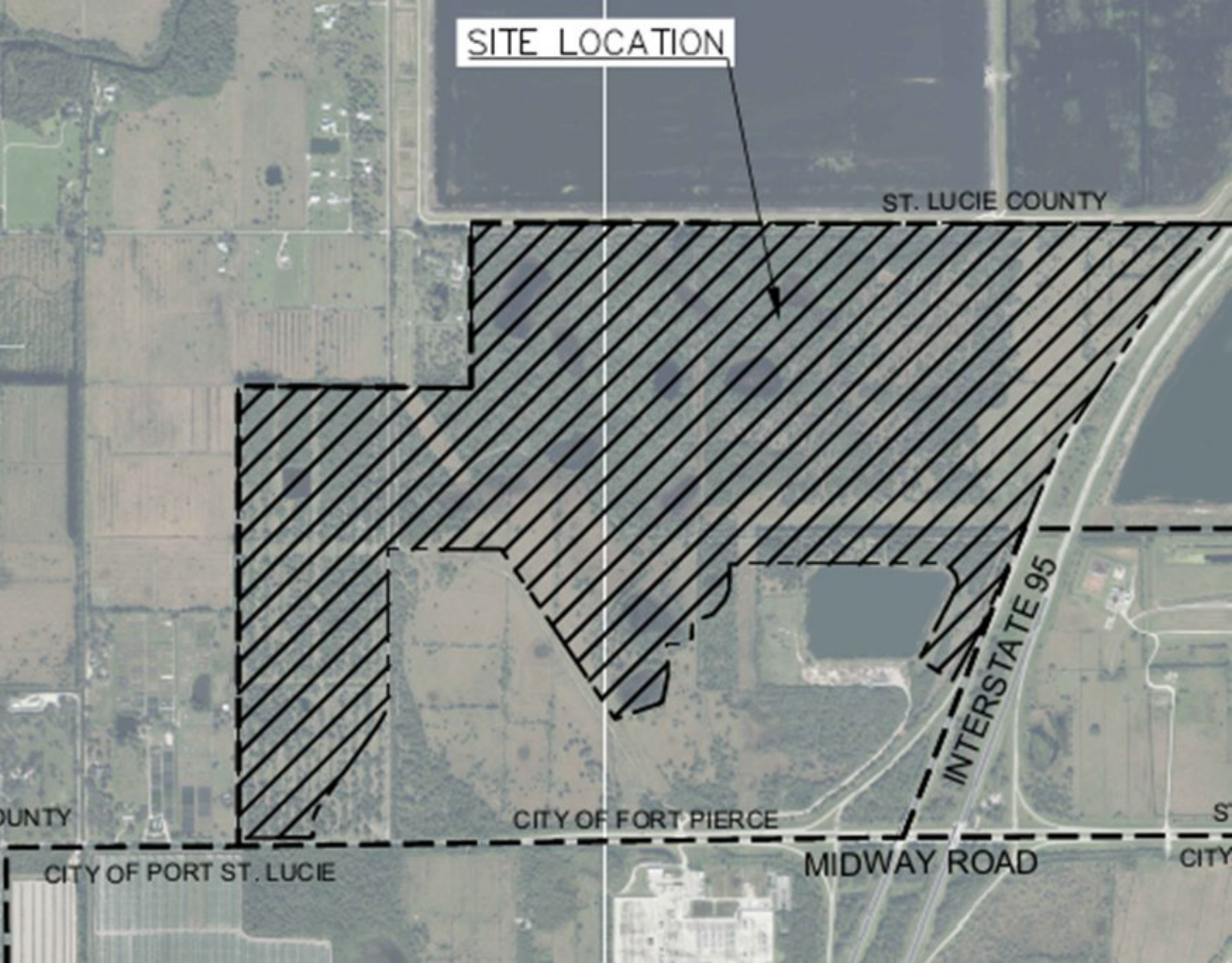

SITE LOCATION
ST. LUCIE COUNTY
INTERSTATE 95
CITY OF FORT PIERCE
MIDWAY ROAD
CITY OF PORT ST. LUCIE

EXHIBIT 2

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

BEGIN AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 00 MINUTES 43 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.99 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 41 SECONDS EAST, A DISTANCE OF 625.35 FEET; THENCE NORTH 00 DEGREES 02 MINUTES 40 SECONDS WEST, A DISTANCE OF 1319.04 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF SAID SECTION 34; THENCE NORTH 89 DEGREES 53 MINUTES 24 SECONDS EAST, ALONG SAID NORTH LINE OF THE SOUTH HALF OF SECTION 34, A DISTANCE OF 1987.60 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG SAID WEST LINE, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET; THENCE SOUTH 00 DEGREES 14 MINUTES 24 SECONDS WEST, A DISTANCE OF 1685.37 FEET; THENCE SOUTH 86 DEGREES 53 MINUTES 06 SECONDS EAST, A DISTANCE OF 84.33 FEET; THENCE SOUTH 88 DEGREES 41 MINUTES 54 SECONDS EAST, A DISTANCE OF 121.00 FEET; THENCE NORTH 89 DEGREES 04 MINUTES 29 SECONDS EAST, A DISTANCE OF 123.04 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 03 SECONDS EAST, A DISTANCE OF 685.11 FEET; THENCE SOUTH 89 DEGREES 52 MINUTES 41 SECONDS WEST, A DISTANCE OF 1285.30 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, TO A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 FEET THAT BEARS SOUTH 75 DEGREES 08 MINUTES 32 SECONDS WEST; THENCE SOUTH 69 DEGREES 51 MINUTES 21 SECONDS WEST, A DISTANCE OF 436.07 FEET; THENCE SOUTH 70 DEGREES 01 MINUTES 38 SECONDS WEST A DISTANCE OF 239.69 FEET; THENCE SOUTH THENCE SOUTH 32 DEGREES 37 MINUTES 47 SECONDS EAST, A DISTANCE OF 27.81 FEET; THENCE SOUTH 89 DEGREES 53 MINUTES 55 SECONDS WEST, A DISTANCE OF 1026.52 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3; THENCE NORTH 00 DEGREES 12 MINUTES 49 SECONDS WEST, A DISTANCE OF 49.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 141.58 ACRES (CALCULATED-TOTAL PHASE 1)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:12:00 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

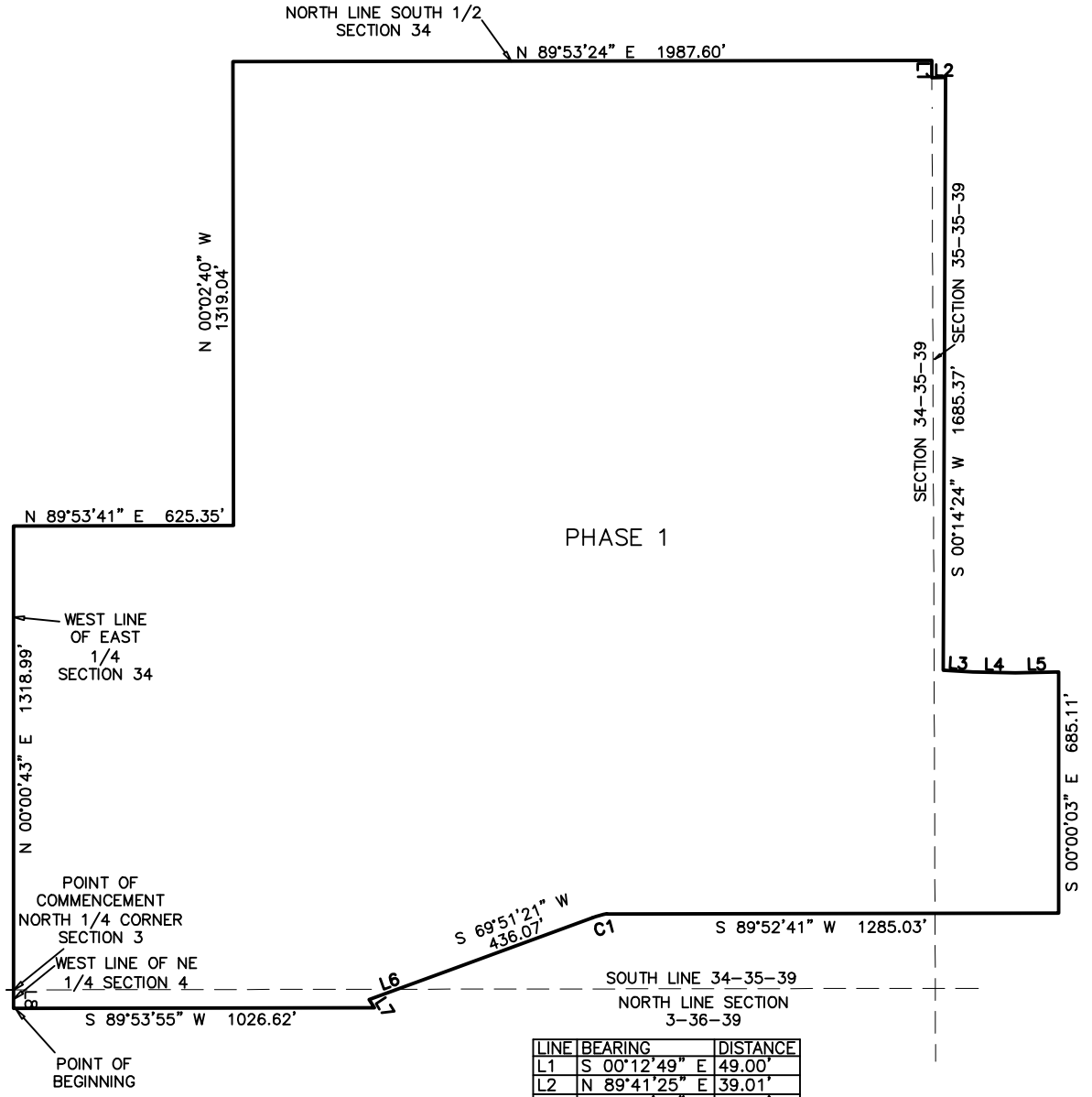
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 86°53'06" E	84.33'
L4	S 88°41'54" E	121.00'
L5	S 89°04'29" W	123.04'
L6	S 70°01'38" W	239.69'
L7	S 32°37'47" E	27.81'
L8	N 00°16'38" W	52.50'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	S 75°08'32" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-15-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 1A

A PARCEL OF LAND LYING IN SECTION 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 34, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 89 DEGREES 43 MINUTES 22 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION, A DISTANCE OF 78.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, A DISTANCE OF 1017.69 FEET, TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE WEST, HAVING A RADIUS OF 1123.85 FEET AND A CHORD OF 878.97 FEET THAT BEARS SOUTH 25 DEGREES 50 MINUTES 33 SECONDS WEST; THENCE SOUTHERLY, TO A POINT OF NON-TANGENT REVERSE CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 955.00 FEET AND A CHORD OF 760.92 FEET; BEARS SOUTH 23 DEGREES 28 MINUTES 39 SECONDS WEST; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 99.84 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF MIDWAY ROAD A 70.00 FOOT PUBLIC RIGHT OF WAY; THENCE SOUTH 89 DEGREES 48 MINUTES 08 SECONDS WEST, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 622.37 FEET; THENCE NORTH 00 DEGREES 18 MINUTES 53 SECONDS WEST, A DISTANCE OF 2622.25 FEET TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 3 AND A POINT ON THE SOUTH LINE OF SAID SECTION 34; THENCE NORTH 00 DEGREES 04 MINUTES 51 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 34, A DISTANCE OF 1318.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34; THENCE NORTH 89 DEGREES 59 MINUTES 41 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER, A DISTANCE OF 1288.71 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 43 SECONDS WEST, A DISTANCE OF 1319.22 FEET, TO THE POINT OF BEGINNING.

CONTAINING 103.84 ACRES (CALCULATED-TOTAL PHASE 1A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:10:21 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

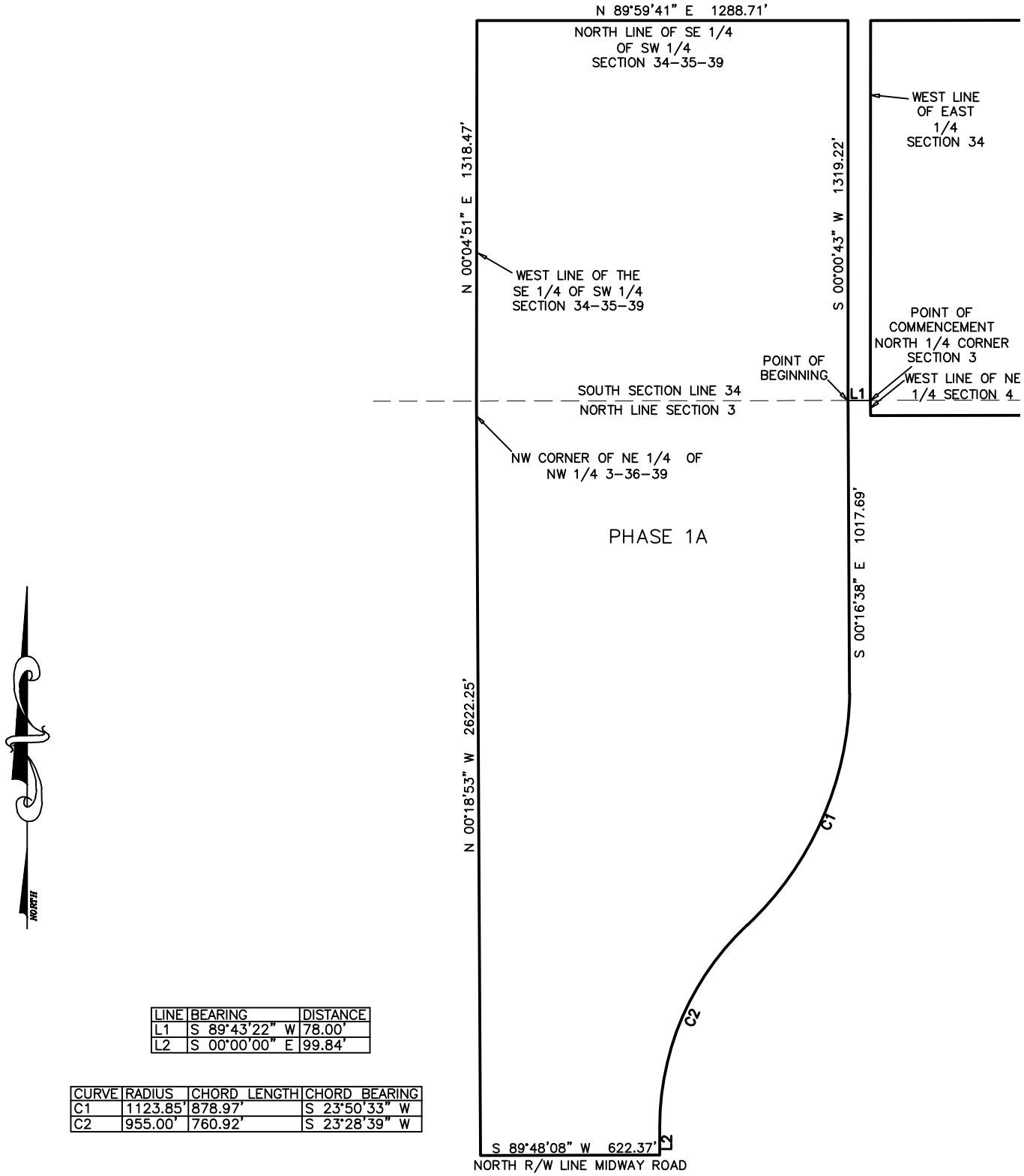
JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981
(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 89°43'22" W	78.00'
L2	S 00°00'00" E	99.84'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	1123.85'	878.97'	S 23°50'33" W
C2	955.00'	760.92'	S 23°28'39" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 1A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTH HALF OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 39.01 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1055.61 FEET; THENCE SOUTH 00 DEGREES 05 MINUTES 10 SECONDS EAST, A DISTANCE OF 1522.58 FEET; THENCE SOUTH 72 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 102.87 FEET; THENCE SOUTH 63 DEGREES 39 MINUTES 20 SECONDS WEST, A DISTANCE OF 96.44 FEET; THENCE SOUTH 33 DEGREES 07 MINUTES 50 SECONDS WEST, A DISTANCE OF 58.53 FEET; THENCE SOUTH 72 DEGREES 02 MINUTES 43 SECONDS WEST, A DISTANCE OF 165.88 FEET; THENCE SOUTH 84 DEGREES 17 MINUTES 53 SECONDS WEST, A DISTANCE OF 300.02 FEET; THENCE SOUTH 88 DEGREES 00 MINUTES 00 SECONDS WEST, A DISTANCE OF 64.06 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 32.52 FEET; THENCE SOUTH 89 DEGREES 04 MINUTES 29 SECONDS WEST, A DISTANCE OF 123.04 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 54 SECONDS WEST, A DISTANCE OF 121.00 FEET; THENCE NORTH 86 DEGREES 53 MINUTES 06 SECONDS WEST, A DISTANCE OF 84.33 FEET; THENCE NORTH 00 DEGREES 14 MINUTES 24 SECONDS EAST, A DISTANCE OF 1685.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 40.63 ACRES (CALCULATED-TOTAL PHASE 2)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 12:53:50 -05'00'

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

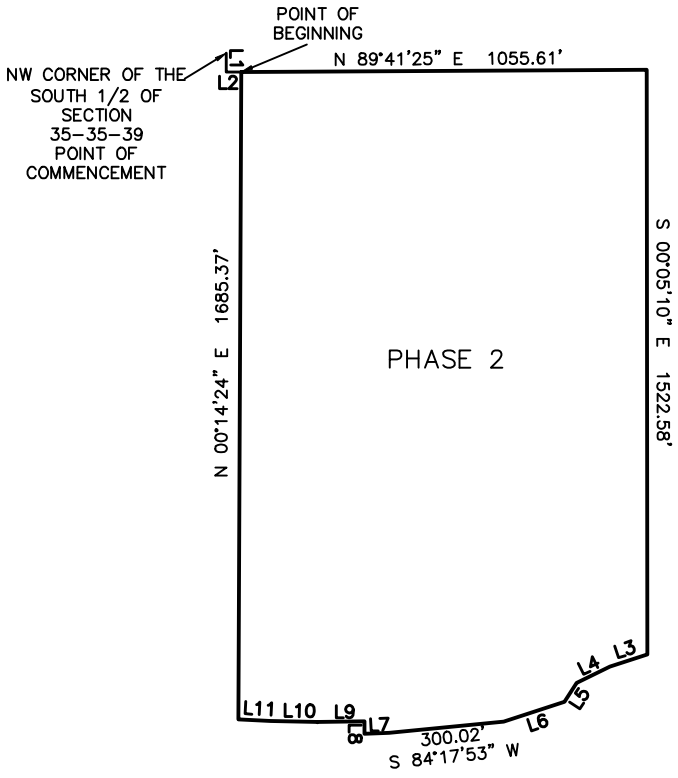
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 89°41'25" E	39.01'
L3	S 72°14'58" W	102.87'
L4	S 63°39'20" W	96.44'
L5	S 33°07'50" W	58.53'
L6	S 72°02'43" W	165.88'
L7	S 88°00'00" W	64.06'
L8	N 00°00'03" W	32.52'
L9	S 89°04'29" W	123.04'
L10	N 88°41'54" W	121.00'
L11	N 86°53'06" W	84.33'



SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 2A

A PARCEL OF LAND LYING IN SECTIONS 2 AND 3, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTIONS 34 AND 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE SOUTH 00 DEGREES 16 MINUTES 38 SECONDS EAST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 52.50 FEET; THENCE NORTH 89 DEGREES 53 MINUTES 55 SECONDS EAST, A DISTANCE OF 1026.62 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 27.81 TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 70 DEGREES 01 MINUTES 38 SECONDS EAST FOR A DISTANCE OF 239.69 FEET; THENCE NORTH 69 DEGREES 51 MINUTES 21 SECONDS EAST, A DISTANCE OF 436.07 FEET; TO THE POINT OF CURVATURE OF A NON TANGENT CURVE, CONCAVE TO THE EAST, HAVING A RADIUS OF 200 FEET AND A CHORD OF 42.38 BEARS NORTH 75 DEGREES 08 MINUTES 32 SECONDS EAST; THENCE NORTH 89 DEGREES 52 MINUTES 41 SECONDS EAST, A DISTANCE OF 1285.03 FEET; THENCE SOUTH 00 DEGREES 12 MINUTES 46 SECONDS EAST A DISTANCE OF 481.49 FEET; THENCE SOUTH 89 DEGREES 49 MINUTES 40 SECONDS WEST, A DISTANCE OF 159.71 FEET; THENCE SOUTH 00 DEGREES 19 MINUTES 30 SECONDS EAST, A DISTANCE OF 142.45 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 335.00 FEET AND A CHORD OF 347.89 FEET THAT BEARS SOUTH 30 DEGREES 57 MINUTES 23 SECONDS WEST; THENCE SOUTH 62 DEGREES 14 MINUTES 13 SECONDS WEST, A DISTANCE OF 139.15 FEET; THENCE SOUTH 01 DEGREES 36 MINUTES 31 SECONDS WEST, A DISTANCE OF 142.19 FEET; THENCE SOUTH 53 DEGREES 38 MINUTES 14 SECONDS WEST, A DISTANCE OF 58.71 FEET; THENCE SOUTH 84 DEGREES 57 MINUTES 33 SECONDS WEST, A DISTANCE OF 146.97 FEET; THENCE SOUTH 02 DEGREES 17 MINUTES 44 SECONDS WEST, A DISTANCE OF 332.85 FEET; THENCE SOUTH 31 DEGREES 36 MINUTES 57 SECONDS WEST, A DISTANCE OF 78.35 FEET; THENCE SOUTH 60 DEGREES 56 MINUTES 11 SECONDS WEST, A DISTANCE OF 335.12 FEET; THENCE NORTH 32 DEGREES 37 MINUTES 47 SECONDS WEST, A DISTANCE OF 1773.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 46.04 ACRES (CALCULATED-TOTAL PHASE 2A)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 08-18-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.18 15:09:35 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #:22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

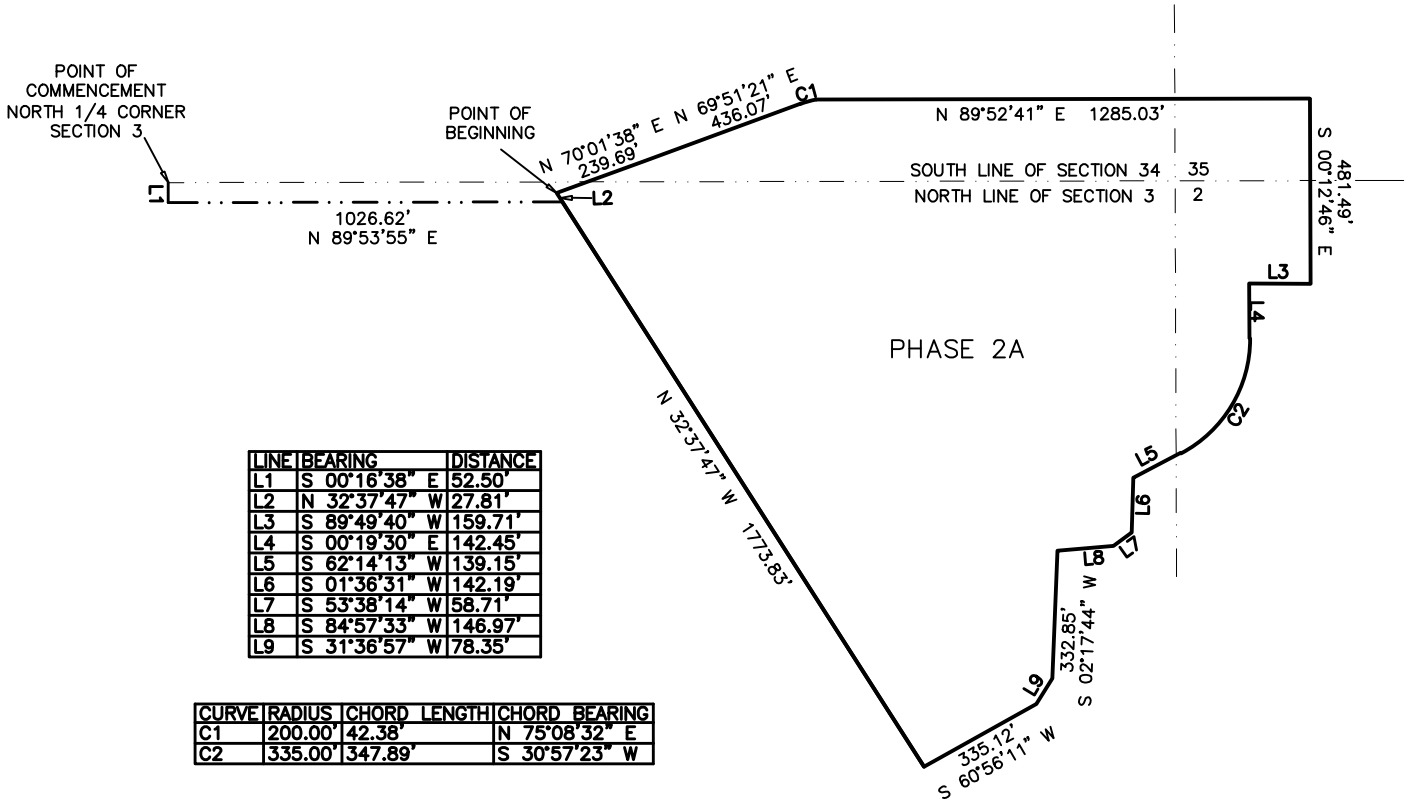
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°16'38" E	52.50'
L2	N 32°37'47" W	27.81'
L3	S 89°49'40" W	159.71'
L4	S 00°19'30" E	142.45'
L5	S 62°14'13" W	139.15'
L6	S 01°36'31" W	142.19'
L7	S 53°38'14" W	58.71'
L8	S 84°57'33" W	146.97'
L9	S 31°36'57" W	78.35'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	200.00'	42.38'	N 75°08'32" E
C2	335.00'	347.89'	S 30°57'23" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 2A
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 3

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 36 SOUTH, RANGE 39 EAST AND SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 44 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35 A DISTANCE OF 49.00 FEET; THENCE NORTH 88 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1094.61 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 609.66 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1440.77 FEET; THENCE SOUTH 89 DEGREES 36 MINUTES 37 SECONDS EAST, A DISTANCE OF 234.08 FEET; THENCE NORTH 74 DEGREES 49 MINUTES 07 SECONDS EAST, A DISTANCE OF 212.43 FEET; THENCE NORTH 53 DEGREES 09 MINUTES 01 SECONDS EAST, A DISTANCE OF 120.88 FEET; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS EAST, A DISTANCE OF 1068.91 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 02 SECONDS WEST, A DISTANCE OF 1879.92 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 03 SECONDS WEST, A DISTANCE OF 652.59 FEET; THENCE NORTH 88 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 64.06 FEET; THENCE NORTH 84 DEGREES 17 MINUTES 53 SECONDS EAST A DISTANCE OF 300.02; THENCE NORTH 72 DEGREES 02 MINUTES 43 SECONDS EAST A DISTANCE OF 165.88 FEET; THENCE NORTH 33 DEGREES 07 MINUTES 50 SECONDS EAST A DISTANCE OF 58.53 FEET; THENCE NORTH 63 DEGREES 39 MINUTES 20 SECONDS EAST A DISTANCE 96.44 FEET; THENCE NORTH 72 DEGREES 14 MINUTES 58 SECONDS EAST A DISTANCE OF 102.87 FEET; THENCE NORTH 00 DEGREES 05 MINUTES 10 SECONDS WEST A DISTANCE OF 1522.53 FEET TO THE POINT OF BEGINNING;

CONTAINING 57.34 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:05:33 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

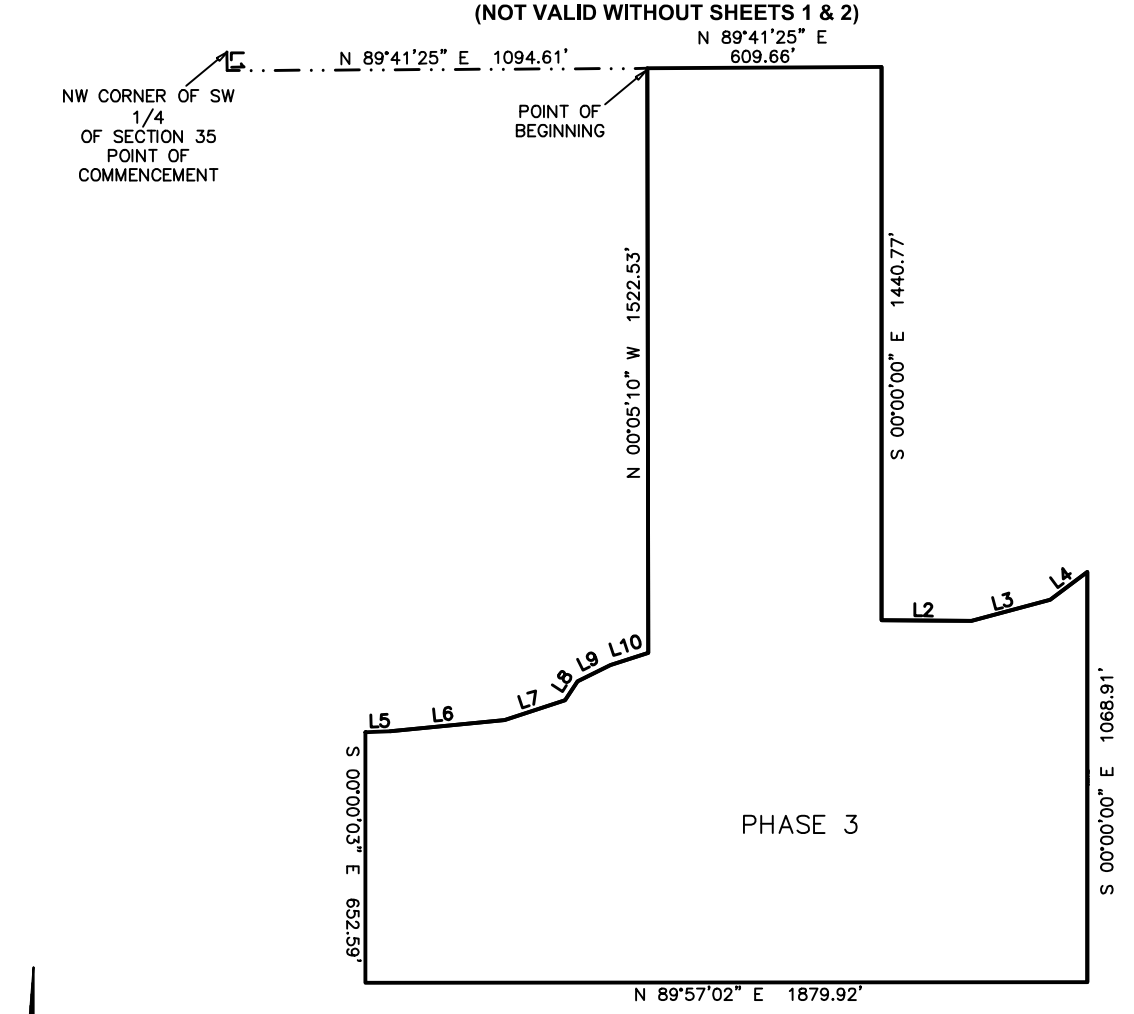
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)





LINE	BEARING	DISTANCE
L1	S 00°12'44" E	49.00'
L2	S 89°36'37" E	234.08'
L3	N 74°49'07" E	212.43'
L4	N 53°09'01" E	120.88'
L5	N 88°00'00" E	64.06'
L6	N 84°17'53" E	300.02'
L7	N 72°02'43" E	165.88'
L8	N 33°07'50" E	58.53'
L9	N 63°39'20" E	96.44'
L10	N 72°14'58" E	102.87'

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 3
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

DESCRIPTION TO ACCOMPANY SKETCH
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)

LEGAL DESCRIPTION: PROPOSED PHASE 4

A PARCEL OF LAND LYING IN SECTION 35, TOWNSHIP 35 SOUTH, RANGE 39 EAST ST. LUCIE COUNTY, FLORIDA SAID PARCEL DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 35; THENCE SOUTH 00 DEGREES 12 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF SAID SECTION 35, A DISTANCE OF 49.00 FEET; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 1704.28 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE NORTH 89 DEGREES 41 MINUTES 25 SECONDS EAST, A DISTANCE OF 960.14 FEET; THENCE NORTH 00 DEGREES 07 MINUTES 01 SECONDS WEST, A DISTANCE OF 2.00 FEET; THENCE NORTH 89 DEGREES 48 MINUTES 11 SECONDS EAST, A DISTANCE OF 1750.19 FEET; TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF STATE ROAD 9 (INTERSTATE 95) A VARIABLE WIDTH PUBLIC RIGHT OF WAY; THENCE BY THE FOLLOWING 3 COURSES, ALONG SAID RIGHT OF WAY LINE; THENCE SOUTH 41 DEGREES 34 MINUTES 47 SECONDS WEST, A DISTANCE OF 727.09 FEET TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE, CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 6062.43 FEET AND A CHORD OF 1988.27 FEET THAT BEARS SOUTH 32 DEGREES 19 MINUTES 46 SECONDS WEST; THENCE SOUTH 22 DEGREES 31 MINUTES 12 SECONDS WEST A DISTANCE OF 287.79 FEET. THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE NORTH 67 DEGREES 28 MINUTES 36 SECONDS WEST A DISTANCE OF 78.79 FEET TO A POINT OF A NON TANGENT CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 80.23 FEET CHORD OF 103.88 FEET BEARS NORTH 49 DEGREES 22 MINUTES 47 SECONDS WEST; THENCE SOUTH 89 DEGREES 18 MINUTES 37 SECONDS WEST A DISTANCE OF 366.81 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1068.91 FEET; THENCE SOUTH 53 DEGREES 09 MINUTES 01 SECONDS WEST A DISTANCE OF 120.88 FEET; THENCE SOUTH 74 DEGREES 49 MINUTES 07 SECONDS WEST A DISTANCE OF 212.43 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 37 SECONDS WEST A DISTANCE OF 234.08 FEET THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 1440.81 TO THE POINT OF BEGINNING.

CONTAINING 86.18 ACRES (CALCULATED)

SURVEYORS NOTES:

1. THIS DESCRIPTION IS BASED UPON A SURVEY BY GSS SURVEYING & MAPPING, LLC, DATED 12-15-23.
2. THIS SKETCH EXISTS SOLELY FOR THE PURPOSE OF ILLUSTRATING THE LEGAL DESCRIPTION TO WHICH IT IS ATTACHED.
3. ALL DIMENSIONS ARE CALCULATED UNLESS OTHERWISE NOTED.
4. THIS SKETCH MEETS THE STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS IN CHAPTER 5J17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GSS SURVEYING & MAPPING, LLC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 8006

Terry H. Drum Date: 2023.12.19 13:03:54 -05'00'

TERRY H. DRUM License Number LS5597 STATE OF FLORIDA Professional Surveyor and Mapper

PROFESSIONAL SURVEYOR AND MAPPER IN RESPONSIBLE CHARGE

TERRY H. DRUM PROFESSIONAL SURVEYOR AND MAPPER NO. 5597
OR
DAVID M. JONES, PROFESSIONAL SURVEYOR AND MAPPER NO. 3909

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OR DIGITAL SIGNATURE AND DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-17-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 1 OF 2
FIELD DATE: N/A

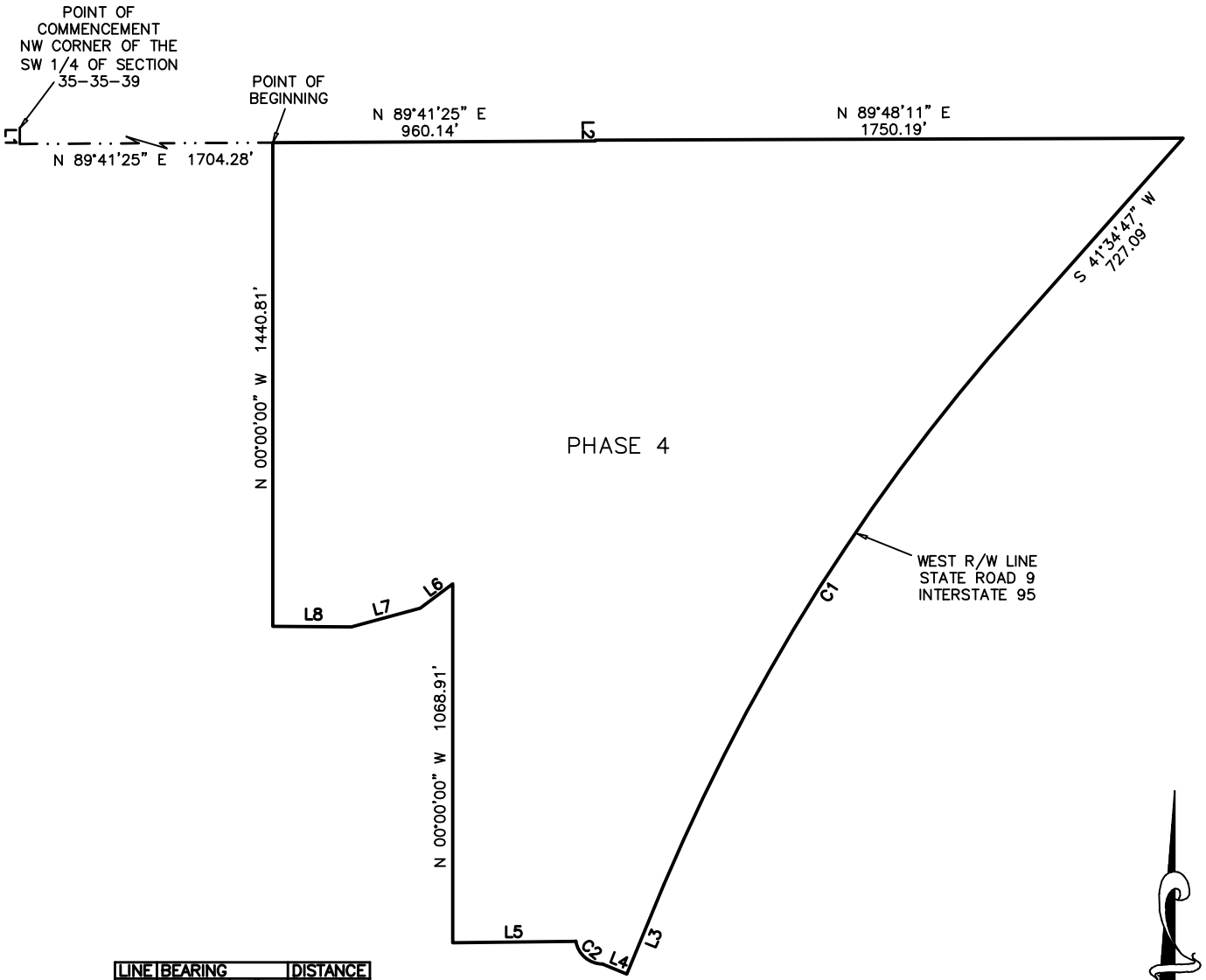
GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

SKETCH TO ACCOMPANY DESCRIPTION
MIDWAY ROAD FT. PIERCE, FL 34981

(NOT VALID WITHOUT SHEETS 1 & 2)



LINE	BEARING	DISTANCE
L1	S 00°12'49" E	49.00'
L2	N 00°07'01" W	2.00'
L3	S 22°31'12" W	287.79'
L4	N 67°28'36" W	78.79'
L5	S 89°18'37" W	366.81'
L6	S 53°09'01" W	120.88'
L7	S 74°49'07" W	212.43'
L8	N 89°36'37" W	234.08'

CURVE	RADIUS	CHORD LENGTH	CHORD BEARING
C1	6062.43'	1988.27'	N 32°19'46" E
C2	80.23'	103.88'	N 49°22'47" W

SCALE 1:500 (1" = 500')

THIS IS NOT A BOUNDARY SURVEY

UPDATES and/or REVISIONS	NEW PHASE LINES 12-18-2023			
DATE 10-03-2023				PREPARED FOR: CROWDER USA

JOB #: 22-0337 SKETCH-DESC PHASE 4
DRAWN BY: EAD
CHECKED BY: THD
FIELD BOOK: N/A
PAGE: 2 OF 2
FIELD DATE: N/A

GSS Surveying and Mapping, LLC
700 22nd Place
Suite 2A
Vero Beach, FL 32960
772-696-5300

GSS SURVEYING & MAPPING

GSS Surveying and Mapping, LLC
4620 Lipscomb St NE
Suite 2
Palm Bay, FL 32905
321-914-3978

City Commission Regular Meeting - 5:05 pm **12. g.**

Meeting Date: 04/01/2024

Re: Amendment to 125-322 - Fences adjacent to Railroad ROW

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-006 Amending the Code of Ordinances of the City of Fort Pierce, Chapter 125 - Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-322, Fences, Walls, and Hedges; Installation, Replacement and Maintenance, to allow fences greater than 6ft in height to be erected adjacent to Railroad or Railroad Right-of-Way. FIRST READING.

SUMMARY:

A proposed amendment to allow fences up to 8 feet in height on the rear yard boundary adjacent to railway lines or railroad ROW.

At its March 11th meeting, the Planning Board recommended that the increased height be permitted at the rear property line adjacent to Railroad Right-of-Way only. The proposed code change has been amended accordingly.

The proposed text amendment:
(5) Unless otherwise prohibited by overlay district requirements, properties abutting a railway line or railroad right of way may erect a fence of up to eight (8) feet in height along the rear property line only. The maximum height for fences within the side and front yard setback shall remain as provided within this section.

RECOMMENDATION:

Staff recommend APPROVAL of this proposed amendment to Sec. 125-322.

ALTERNATIVES:

Recommend approval with modification.

or

Recommend disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Board (November 16, 2023).
City Attorney.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
OTHER INFORMATION:
N/A

Attachments

Staff Report
Draft Ordinance 24-006
Public Notification Certification
City Attorney Memo
Planning Board Minutes (DRAFT)

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 03:05 PM

Form Started By: Kev Freeman
Started On: 03/20/2024 01:41 PM
Final Approval Date: 03/20/2024

CITY OF FORT PIERCE

CITY COMMISSION

APRIL 1st, 2024

TEXT AMENDMENT TO CODE OF ORDINANCES FENCES WALLS AND HEDGES

1

PROPOSED AMENDMENT TO SEC. 125-322 FENCES WALLS AND HEDGES

A proposed amendment to allow fences up to 8 feet in height on the rear yard boundary adjacent to railway lines or railroad ROW.

At its March 11th meeting, the Planning Board recommended that the increased height be permitted at the rear property line adjacent to Railroad Right-of-Way only. The proposed code change has been amended accordingly.

2

PROPOSED AMENDMENT TO SEC. 125-322 FENCES WALLS AND HEDGES

(5) Unless otherwise prohibited by overlay district requirements, properties abutting a railway line or railroad right of way may erect a fence of up to eight (8) feet in height along the rear property line only. The maximum height for fences within the side and front yard setback shall remain as provided within this section.

3

PROPOSED AMENDMENT TO SEC. 125-322 FENCES WALLS AND HEDGES

Staff recommend APPROVAL of this proposed amendment to Sec. 125-322.

Alternative:

Recommend approval with modification.

or

Recommend disapproval.

4

ORDINANCE NO. 24-006

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII. – SUPPLEMENTARY REGULATIONS, DIVISION 1. GENERALLY, SECTION 125-322. FENCES, WALLS, AND HEDGES; INSTALLATION, REPLACEMENT AND MAINTENANCE, TO ALLOW FENCES GREATER THAN SIX FEET IN HEIGHT TO BE ERECTED ADJACENT TO RAILROAD OR RAILROAD RIGHT OF WAY; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, though the permit process, regulates the location and height of fences, walls, and hedges, and

WHEREAS, the increase in intensity of railroad traffic may pose a risk to the health, safety and welfare of citizens traversing the railroad right of way onto private property in unauthorized locations, and

WHEREAS, allowing the option for property owners to increase the height of fencing on the rear yard property boundary adjacent to the railroad right of way may reduce the unauthorized trespass, and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their March 11th, 2024, meeting, voted 5 to 1 to recommend approval of the request.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Section 125-322 of the City of Fort Pierce Code of Ordinances is hereby amended so the same shall read as follows:

Sec. 125-322. Fences, walls, and hedges; installation, replacement, and maintenance.

(a) *Purpose.* It is the purpose and intent of this section to establish the requirements for the installation, replacement, and maintenance of fences, walls, and hedges, in order to protect and preserve the health, safety, welfare, appearance and general wellbeing of the citizens of the city.

(b) *General requirements.* The following requirements apply to all fences, walls, and hedges

in any zoning district, except as herein specified:

(1) *Placement.* All permitted fences, walls, and hedges shall be located on the property of the applicant and not within any public right-of-way. No fence, wall or hedge shall be permitted to be located within, or so as to enclose, a drainage easement, except upon the written authorization of the city engineer. Fences, walls and hedges may be permitted within utility easements, subject to the right of the city, utilities authority, or franchised utility company to remove, without cost or obligation to replace or restore, any such fence or wall and landscaping as may be necessary to maintain the utilities located in a utility easement. A suitable gate to provide access will be provided when utility meters are located within a fenced enclosure.

(2) *Clear vision areas.* All fences, walls and hedges shall conform to the clear vision provisions of section 125-308.

(3) *Finish.* All fences and walls shall be constructed so that the side of the fence or wall facing or viewable from the public rights-of-way or an adjoining property shall be the finished side of the fence or wall, in terms of materials and their treatment. Fences shall have all support posts and stringers placed facing inward toward the applicant's property. All exterior faces of block walls shall be finished and of professional quality, such as stucco, prefinished block, stacked block with struck joints, shadow blocks, painted or similar, installed in a workmanlike manner.

(4) *Construction.* All walls shall be erected in accordance with the requirements of the state building code, as adopted or amended by the city.

(5) *Permit.* All new or substantially altered fences and walls shall require a construction permit issued by the building department. The application for permit shall accurately establish the location of the fence or wall on the property, and the applicant shall be responsible therefor.

(6) *Conditional uses.* The maximum height for walls, fences, and hedges of a conditional use shall not exceed the maximum allowed in the zoning district, unless a greater height is approved in accordance with the requirements of section 125-313.

(7) *Trellises, arbors, pergolas, etc.* Trellises, arbors, pergolas and similar garden structures, if erected along the property line or within the required yard, shall conform to the height requirements of this section; if they are not erected within the required yard, then this section is inapplicable.

(c) *Requirements by zoning districts.* The following maximum fence, wall and hedge heights are allowed by zoning district, as follows:

(1) *Single-Family Zoning Districts (E-1, R-1, R-2, R-3).* Fences or walls may be erected or maintained along property lines or within the required yards, to a maximum height of six feet

above finished grade of the abutting parcel, except as follows:

a. *Front yards.* The maximum height for fences, walls or hedges in the required front yard shall be four feet.

b. *Waterfront lots.* The maximum height for fences, walls or hedges in the required building setback distance from the water shall be four feet.

c. *Double frontage lots.* The maximum height for walls, fences or hedges in the required rear yard, as defined by the basic use standards, shall be four feet.

(2) *Medium and High-Density Residential Zoning Districts and Office, Neighborhood and Tourist Commercial Zoning Districts (R-4, R-4A, R-5, C-1, C-2, C-5).* Fences or walls may be maintained along property lines or within the required yards, to a maximum height of six feet above finished grade of the abutting parcel, except the maximum height for walls, fences and hedges in the required setback distance from the yard shall be four feet and providing, further, that the maximum height for fences, walls or hedges in the front yards of single-family or duplex residences located in R-4, R-4A or R-5 districts shall be four feet.

(3) *General and Central Commercial, Industrial and Open Space Zoning Districts (C-3, C-4, I-1, I-2, OS-1, OS-2).* Fences and walls in the C-3, C-4, OS-1, and OS-2 Zoning Districts may be maintained along property lines or within the required yard, to a maximum height of eight feet above finished grade of the abutting parcel, except vehicular access suitable for emergency vehicles shall be provided. Fences and walls in the I-1 and I-2 zoning districts may be maintained along property lines or within the required yard, to the maximum heights specified in subsection (e)(5) of this section finished grade of the abutting parcel, except vehicular access suitable for emergency vehicles shall be provided.

(4) *Planned Unit Development and Redevelopment Zoning Districts (PUD and PUR).* Fences or walls may be maintained along property lines or within the required yards, to a maximum height of six feet above finished grade of the abutting parcel, when consistent with the purpose and intent of the approved development or redevelopment plan.

(5) Unless otherwise prohibited by overlay district requirements, properties abutting a railway line or railroad right of way may erect a fence of up to eight (8) feet in height along the rear property line only. The maximum height for fences within the side and front yard setbacks shall remain as provided within this section.

(d) *Special requirements.* In addition to the general requirements of section 125-322(b) and specific height requirements by zoning district of section 125-322(c), the following requirements are applicable as indicated:

(1) *Landscaping.* All fences and walls constructed generally parallel to the public right-of-way and having a length of 100 feet or more shall be landscaped along not less than 50 percent of the linear distance. This landscaping shall consist of shrubs and not less than one tree for each 50 feet of fence or wall so landscaped. All landscaping shall conform to the standards of section 125-314(b). Fences and walls enclosing single-family or duplex uses are exempt from the landscape requirement.

(2) *Security fences.* Security fences designed to preclude entry into hazardous locations or facilities or to protect the exterior storage of materials or equipment from vandalism or theft may not be erected, except that upon application to the director of planning a security fence may be permitted upon determination that such fence is necessary in the interest of public safety or the protection of public or private property and does not have a negative impact on the general appearance of the area. If permitted, such a fence shall not provide more than three strands of barbed wire above a fence not exceeding six feet in height. Barbed wire fences, otherwise allowed under this section, are not permitted in residential neighborhoods, downtown or in areas of the city which have been targeted for redevelopment.

(3) *Retaining walls.* Retaining walls shall be approved by the city engineer.

(4) *Construction fences.* Temporary fences may be permitted by the director of building and code enforcement to enclose construction sites as necessary in the interest of public safety or the protection of public or private property. Such fences shall not exceed eight feet in height.

(5) *Chain link fences.* On lots fronting Delaware Avenue, Orange Avenue, Avenue D and U.S. 1, or on lots determined by the director of planning to be in the downtown area or in an area targeted for redevelopment, chain-link fences are permitted only if located no closer than 25 feet to any public right-of-way, are painted or coated, and screened from the public right-of-way with shrubs and no less than one tree for each 50 linear feet.

(e) *Required fences, walls, or hedges.*

(1) *Junkyards.* Junkyards shall comply with the requirements of section 22-327(d).

(2) *Swimming pools.* Swimming pools shall comply with all applicable requirements of the state building code.

(3) *Parking lots.* Parking lots shall comply with the requirements of section 125-315.

(4) *Residential buffers.* Buffers between residential or open space areas and commercial or industrial areas shall conform with the requirements of section 125-314(c)(4).

(5) *Commercial and industrial buffers.* Outside storage of materials for commercial and industrial uses shall be screened with a sight-obscuring fence or wall which is not less than six

feet to a height equal to the height of the material being stored, whichever is greater, except the storage of materials may not exceed a height of 15 feet. Outside storage of cargo containers shall be screened with site-obscuring fence or wall at least eight feet in height or with a landscape strip at least ten feet in width. The top of the highest stored or stacked cargo container may not exceed a height of 30 feet. Such limitation on the storage or stacking of cargo containers is effective as of October 16, 2007, notwithstanding any other provision in the Code of Ordinances, whether any such contrary provision relates to nonconformity or not. For all fences and walls constructed generally parallel to the public right-of-way or parallel to a lot that is not zoned I-1 or I-2, there shall be a hedge planted along the outside of such barrier to form a 36-inch or higher continuous, unbroken solid screen and one tree planted for an average of every 20 feet along the outside of such barrier. Such fence, wall, landscape strip, and/or landscaping required by this section also shall meet the requirements of article I of chapter 123 and section 125-314(g)(7) and (8).

(f) *Prohibited fences, walls, hedges, or characteristics of fences, walls or hedges.*

(1) *Electric fences.* Electric fences shall not be permitted.

(2) *Concertina wire.* Barbed wire fences using concertina-type wire shall not be permitted, except within the interior of a prison or jail compound area.

(g) *Exceptions.*

(1) Fences and walls located on publicly owned property shall be exempt from the requirements of section 125-322(c), pertaining to height, and section 125-322(4)(b), pertaining to security fences.

(2) Height of hedges or other vegetative screening shall be limited only by health and safety factors, unless specifically limited herein.

(3) Fences and walls used for recreational purposes such as around a tennis court are exempt from the maximum height requirements of section 125-322(c).

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.

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. 24-006 was duly advertised in the St. Lucie News Tribune on Sunday, March 17th, 2024 and Sunday, March 31st, 2024; 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 _____, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, 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 _____of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Amendment to 125-322 - Fences adjacent to Railroad ROW

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 17th, 2024, and March 31st, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** March 20th, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: AMENDMENT TO 125-322 - FENCES ADJACENT TO RAILROAD ROW

CAO RLS FILE: RLS 24-67

DATE: FEBRUARY 23, 2024

I have reviewed the above Request for Legal Services (RLS). I made suggested changes to the Ordinance. I have uploaded such in a Track Changes Version and a Clean Copy Version. The Clean Copy Version 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

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 MONDAY, MARCH 11, 2024, 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:	Justine Carter; Alexander Edwards; Anton Kreisl; John Heaning; Nichelle Clemons; Frank Creyaufmiller, Chairman
Absent:	Uline Daniel
Staff Present:	Kev Freeman, Planning Director Ryan Alitzer, Senior Planner Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Daniel was excused.

5. APPROVAL OF MINUTES

a. Minutes from the February 12, 2024, meeting

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to approve the minutes from the February 12, 2024, meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Future Land Use Map Amendment is for an approximate 1.06 acre parcel of land to change from Boundary Commercial (BC) to General Commercial (GC). Mr. Altizer said the current zoning is C-2, Neighborhood Commercial and the proposed zoning is C-3, General Commercial. Mr. Altizer showed the Future Land Use comparison, and he noted the 15 unit increase in density for the General Commercial Future Land Use change. He stated the applicant is not proposing an increase in dwelling units. Ms. Altizer explained the purpose of the Future Land Use Map Amendment is to unite the parcel with the other recently annexed parcels that have the same Future Land Use.

Mr. Kreisl asked if there are any commercial Future Land Use categories that don't include residential uses.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval of the Future Land Use Map Amendment to the City Commission.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

7. NEW BUSINESS

a. Rezoning - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Zoning Atlas Map Amendment is for one (1) parcel of land, approximately 1.06 acres, to change the zoning classification from Neighborhood Commercial (C-2) to General Commercial (C-3). M. Altizer explained the intent of the zoning district, and he noted Outdoor and Indoor Entertainment is not allowed in the C-2 zone but is a Conditional Use in the C-3 zone. He said the Site Plan and Conditional Use will be coming to the Planning Board for a recommendation.

Jazz Jules, applicant, said they are proposing a multipurpose event center for weddings, non-profit events, formal dinners and corporate conferences. Ms. Jules stated they met with St. Lucie county about improving Totten Road. She said she is excited about having the site plan completed in a couple of weeks. Ms. Jules said the event center will have a caterer's kitchen, and patrons can bring their own vendors. Ms. Jules said the event center will have an industrial look with lots of glass and manicured lawns, similar to PGA National.

Chairman Creyaufmiller asked about the soil concerns in the environmental report.

Ms. Jules said the environmental testing was complete, and she highlighted that the tester was very surprised at how clean the area was. She said there are no wetlands or gopher tortoises on any of the four properties, only invasive species which will be removed and

cleaned. Ms. Jules noted one lot will be cleared and used for drainage only.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the Zoning Atlas Map Amendment for 3720 Okeechobee Road.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

b. **Annexation - 2507 Rolyat Street**

Ms. Driver gave an overview of the application. She stated the subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County zoning designation of Commercial, Office (CO). The applicant is proposing a Future Land Use designation of General Commercial 15 du/ac (GC) with a zoning classification of Office Commercial (C-1). Ms. Driver said the site is approximately .24 acres and the property is contiguous to the Fort Pierce city boundary, reasonably compact; and will not result in the creation of an enclave. She noted the current value of the property is $150,700 and it has an existing dwelling unit. Ms. Driver showed the FLU comparison chart and highlighted the three (3) unit increase in density.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval of the annexation to the City Commission.

AYE: Justine Carter, Alexander Edwards, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Anton Kreisl, John Heaning

Passed

c. **Site Plan - Youth and Family Health Center- 1211 and 1213 S. 25th Street**

Mr. Alitzer gave an overview of the application and answered questions from the Board. He stated the 4,306 square foot building will provide mental health services for ages three (3) and up. The proposed development includes a rain garden and utilizes pervious pavement for drainage. Mr. Altizer said the site is approximately .52 acres and has a Future Land Use of General Commercial (GC) and zoning of General Commercial (C-3). Mr. Altizer showed the landscape plan, the location of the rain gardens and elevations.

Jerry Compton, applicant representative, introduced himself and was available to answer any questions from the Board.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the site plan with the following conditions:

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.
2. A gopher tortoise survey will be required per State Statute before construction can

begin.

3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
4. Prior to the issuance of Building Permit approval, 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 provided.

AYE: Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Chairman Frank Creyaufmiller

Passed

d. **Zoning Text Amendment - Sec. 125-3 - General Definitions**
Providing Consistency with the State Statute and the City's Comprehensive Plan

Mr. Freeman gave an overview of the Zoning Text Amendment and answered questions from the Board.

He stated the proposed amendment is to remove conflicts with existing state statute, and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan. Mr. Freeman explained that staff looked at state statutes coming forward and how they will affect the existing code, and he noted the general definitions will link to other zoning code amendments in the future.

Mr. Freeman highlighted some of the changes to the definitions. He said an accessory use or structure is controlled by the zoning code and not by a definition. The code regulates setbacks, coverage, height, density etc. Mr. Freeman noted that this change will allow for full use of lots and remove encumbrances of developing property.

Mr. Freeman stated an amusement device and family amusement center is defined as a skill-based game or machine per state statute and will be added to the general definitions.

Mr. Freeman said the Agricultural Use definition will be added and used in cases of annexation where agricultural use is retained.

Mr. Freeman stated the definition change to Boardinghouse and Roominghouse will regulate such uses.

Mr. Freeman explained that density (net, gross, developable area, floor area ratio (FAR), lot coverage) needed a better definition to comply with the Comprehensive Plan.

Lastly, Mr. Freeman noted that definitions of modular, mobile and manufactured homes have been added, but the zoning code amendments regulating such are on hold pending the outcome of a review of the state statute concerning their allowed consideration as single-family dwellings.

Mr. Kreisl asked if anyone had questions regarding the oversight or regulation of agricultural activities. Mr. Freeman said the purpose is more for people annexing into the city. Currently, the Comprehensive Plan does not have an agricultural land use, but it will be proposed in 2025. Mr. Freeman noted the General Definitions were reviewed by the Development Review Task Force, the Technical Review Committee, and the City Attorney's office and property owners have provided comments.

Ms. Carter asked if the changes were already in the zoning code and if there will be any adverse effects from what is currently going on. Mr. Freeman explained that some of the definitions are not in the code, and he does not want to add definitions that will conflict with the existing code. He noted the Board may see additional definitions in the future for particular sections of the code. Mr. Freeman highlighted that the changes will cure bureaucratic difficulties and allow a consistent definition.

Chad Ingram, from the "Because We Love Lincoln Park" non-profit, stated he supports the Planning department in the changes being made. He suggested adding affordable housing, workforce housing, and agricultural urban farming to the definitions. He also mentioned amending the definitions of having a full kitchen in a dwelling unit, including increased density in the Freebee area, and separation from Boardhouse and co-living.

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to bring back the additional definitions to the Planning Board that were discussed at the March 11, 2024, Planning Board meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

e. **Zoning Text Amendment - Sec.125-322 - Fences, Walls and Hedges; Installation, Replacement and Maintenance**
Allowing Higher Fences Adjacent to the Railroad Right of Way (ROW)

Mr. Freeman gave an overview of the application and answered questions from the Board. He said the proposed amendment is to allow higher fences up to eight (8) feet in certain locations abutting railway lines or railroad ROW on the rear and side property lines. The maximum height for fences within the front yard setback shall remain as provided in the zoning district. Mr. Freeman stated the issue is dangerous trespassing and access to and from the railroad.

Mr. Heaning said an eight (8) foot privacy fence between properties is like making a fortress around the neighborhoods.

Board discussion ensued on the height, style and removing the side property line fence.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval to the City Commission for the code amendment to allow fences up to eight (8) feet in height adjacent to the railroad right-of-Way (ROW).

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

NAY: John Heaning

Passed

f. **Zoning Text Amendment - Sec. 123-6 - Required Landscape Bond**
Replacing Landscape Bond Requirement with a Landscape Maintenance Agreement; Sec.123-7- Enforcement
Inspections and Violation of Landscape Maintenance

Mr. Freeman gave an overview of the text amendment. He said the landscape bond

requirement is a timely bureaucratic process to get a Certificate of Occupancy (CO). Mr. Freeman stated the existing site plan review and approval process requires the property owner to provide security through a landscape bond as a means to ensure that all approved landscaping is installed and maintained after approval. Mr. Freeman said, through code enforcement provisions, the city is able to inspect and require that all approved landscaping is maintained, protected and replaced as required. He stated the landscape maintenance agreement shall be attached to the approved landscape plan. Mr. Freeman noted the landscape maintenance agreement for required landscaping shall be approved by the Planning Department prior to issuance of a CO.

Mr. Kreisl addressed concerns about the enforcement being complaint based instead of a planned scheduled process.

Mr. Freeman said this change will have long-term benefits. Staff will be taking more ownership of what is being brought forward and have a hand in making the city look good. Mr. Freeman noted the planners would be the complainers when the landscape maintenance agreement is broken.

Ms. Clemons asked how current landscape bonds would be handled. Mr. Freeman said a maintenance agreement will be offered and a Minor Site Plan amendment will be needed to release the bond. Mr. Freeman said he plans to educate developers interested in the city and advertise the maintenance agreement as part of the development process.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the replacement of the Landscape Bond with a Landscape Maintenance Agreement.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

g. **Zoning Text Amendment - Sec 125-313 - Major and Minor Site Plans Increasing Administrative Thresholds for Residential and Commercial Development**

Mr. Freeman gave an overview of the application and answered questions from the Board. He stated the Development Review Task Force recommended proposing an amendment to the major/minor site plan application thresholds such that the major site plans will be considered as a residential project which exceeds 50 (existing code 20) total dwelling units; or a non-residential or mixed-use development over 10,000 (existing code 4,000) square feet in area based on the review of neighboring municipalities.

Chairman Creyaufmiller suggested the Planning Board become quasi-judicial and assist with reviewing the site plans for under 50 dwelling units and less than 10,000 square feet. He said it would add an extra level of support to the Planning Director, eliminate the City Commission hearing and allow the community to see all developments under review. Chairman Creyaufmiller said if the application meets the city code there is no need for City Commission review. He stated he does not want to make a decision if the application does not meet the code. Mr. Heaning and Ms. Carter agreed.

Mr. Freeman suggested leaving the existing site plan limits and having a tier for site plans that are 4,000 to 10,000 square feet due to the support received from the City Commission and other entities. Mr. Freeman stated that current site plans of less than 4,000 square feet and less than 20 dwelling units are minor site plans, approved by a range of different departments, and administratively approved once the application meets code. Mr. Freeman

said removing development rights from the current process would cause a backlash, and he suggested keeping the existing system in place and reducing steps by not creating a separate tier.

Mr. Kreisl said he is not comfortable taking the public out of the initial site plan conversation.

Chad Ingram, representing "Because We Love Lincoln Park", said the numbers are competitive with surrounding municipalities and changing the limits is opening up arms for more business. He said if a project passes the code, there should not be so many additional steps. Mr. Ingram said this will make the development process smoother and faster. Mr. Ingram provided details on a project he has been working on. He highlighted the various costs needed for his innovative project. Mr. Ingram said he wants to operate in a safe space and economically kept away from setbacks. He said the city can always change the process if it is not working.

Ms. Carter asked Mr. Ingram if he thought the proposed amendment would make the City of Fort Pierce another Port St. Lucie. She also addressed concerns about where this type of development would be located.

Board discussion ensued on Mr. Ingram's ideas.

Ms. Carter asked Mr. Freeman how efficient the new limits would be.

Mr. Freeman explained the difference between the minor and major site plan review processes and decreased timelines and cost for the minor site plan review.

Mr. Kreisl asked if the limits were subjective. He said he wanted to know if the numbers make sense for the size of the community and the growth of development. Mr. Kreisl asked how the city makes it easy for applicants to do a good job and have reasonable oversight of things that don't go as planned.

Mr. Freeman said everything will be addressed as the application moves forward. He noted that commercial site plans between 4,000 and 10,000 square feet will most likely be located on outside parcels in larger developments. Mr. Freeman also said the Planning department is doing a lot of work behind the scenes on architecture, design and landscaping, which will add flexibility, attractiveness and help make the project economically feasible for the developer.

Mr. Kreisl said the Planning Director has the obligation to review and meet the code, but the City Commission is not bound to that restriction. He said if the Planning Board approved site plans up to 10,000 square feet, the application would not go to the City Commission for an extra review. He noted the code is getting cleaned up, and he would agree with the administrative ability to have more oversight if the code was right.

Mr. Heaning said the Board needs to show trust in the proposed process and that the Planning department will do the right thing. He also said he would hate to take away a step that would make a difference in the process.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the text amendment to the major site plan thresholds.

AYE: Alexander Edwards, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Justine Carter, Anton Kreisl

Passed

8. ELECTION OF CHAIR AND VICE-CHAIR

Chairman Creyaufmiller announced his retirement from the Planning Board effective March 12, 2024.

Motion was made by Chairman Frank Creyaufmiller, and seconded by Nichelle Clemons to elect Mr. Kreisl as Chair.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

Motion was made by Chairman Frank Creyaufmiller, and seconded by Anton Kreisl to elect Ms. Clemons as Vice-Chair.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

9. COMMENTS FROM THE PUBLIC

There were no comments from the public.

10. DIRECTOR'S REPORT

Mr. Freeman told a story about how Chairman Creyaufmiller was one of the reasons he decided to come to the City of Fort Pierce. Mr. Freeman said he heard from a co-worker, who attended an American Planning Conference, about a Planning Board chair from Fort Pierce who spoke about his role as chair, the Planning Board process and how the Board links with the community and staff to not have surprises. Mr. Freeman said he had never heard of that. Mr. Freeman said if the Planning Board is responsive and communicative with staff, I am going to apply at the City of Fort Pierce.

Mr. Freeman said he hopes the new chair will be open to communication.

11. BOARD COMMENTS

Chairman Creyaufmiller said the Board working together is necessary, and he suggested calling the Planning department for any questions or additional information needed.

Chairman Creyaufmiller thanked the Board for their participation and dedication, and he highlighted that in eight years, only one meeting did not have a quorum.

12. ADJOURNMENT

City Commission Regular Meeting - 5:05 pm **12. h.**

Meeting Date: 04/01/2024

Re: Landscape Maintenance - Code Amendment

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Legislative Hearing - Ordinance 24-007 - Amending the Code of Ordinances of the City of Fort Pierce at Chapter 123 - Vegetation, Section 123-6 - Required Bond, to remove the requirement for a Landscape Bond and to require the approval of a Landscape Maintenance Agreement; and to amend section 123-7, - Enforcement, to require an annual landscape inspection. FIRST READING.

SUMMARY:

This is a proposed amendment to remove the requirement for the property owner to provide security through a Landscape Bond to ensure that all approved landscaping is installed and maintained after approval.
The existing process places additional costs on property owners. The City, through code enforcement provisions, can inspect and require that all approved landscaping is maintained, protected, and replaced as required.

It is therefore proposed to remove the requirement for a Landscape Bond and replace the requirement with a Landscape Maintenance Agreement. The Landscape Maintenance Agreement shall be attached to the approved Landscape Plan and shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-37, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
The Landscape Maintenance Agreement for required landscaping shall be approved by the Planning Department prior to issuance of a certificate of occupancy (CO).
The Planning Department will undertake annual inspections of major landscaping installations on an annual basis.

RECOMMENDATION:

Staff recommend APPROVAL of the proposed amendment to the City Code of Ordinances at Sec. 123-6.

ALTERNATIVES:

Recommend approval with modification.

or

Recommend disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee (September 21, 2023).
City Attorney.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
OTHER INFORMATION:
No impact

Attachments

Staff Report
Draft Ordinance
Public Notification Certification
City Attorney Memo
Planning Board Minutes (DRAFT)

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 02:56 PM

Form Started By: Kev Freeman
Started On: 03/20/2024 11:08 AM
Final Approval Date: 03/20/2024

CITY OF FORT PIERCE

CITY COMMISSION

APRIL 1st, 2024

TEXT AMENDMENT TO CODE OF ORDINANCES LANDSCAPE BOND – Sec's 123-6 and 123-7

1

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

A proposed amendment to remove requirement for the property owner to provide security through a landscape bond to ensure that all approved landscaping is installed and maintained after approval.

The existing process places additional costs on property owners. The City, through code enforcement provisions, can inspect and require that all approved landscaping is maintained, protected and replaced as required.

2

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

The Landscape Maintenance agreement shall be attached to the approved Landscape Plan and shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

3

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

4

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

5

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

The landscape maintenance agreement for required landscaping shall be approved by the Planning Department prior to issuance of a certificate of occupancy (CO).

6

PROPOSED AMENDMENT TO SEC. 123-6 LANDSCAPE BOND

Staff recommend APPROVAL of the amendment to the City Code of Ordinances at Sec. Sec's 123-6 and 123-7.

Recommend approval with modification.
or
Recommend disapproval.

7

ORDINANCE NO. 24-007

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 123 – VEGETATION, SECTION 123-6. - REQUIRED BOND, TO REMOVE THE REQUIREMENT FOR A LANDSCAPE BOND AND TO REQUIRE THE APPROVAL OF A LANDSCAPE MAINTENANCE AGREEMENT; AND TO AMEND SECTION 123-7, - ENFORCEMENT TO REQUIRE AN ANNUAL LANDSCAPE INSPECTION; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, through condition of site development desires to maintain minimum landscaping standards and to further provide for the protection of trees, in order to protect and preserve the appearance, character, and value of the properties within the City and thereby promote the public health, safety and general welfare of the citizens of the City; and

WHEREAS, the existing process of site plan review, which requires the property owner to provide security through a landscape bond to ensure that all approved landscaping is maintained, places additional cost upon property owners; and

WHEREAS, the City of Fort Pierce, through code enforcement provisions is able to inspect and require that approved landscaping is maintained, protected, and replaced as required; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their March 11th, 2024, meeting, voted 6-0 to recommend approval of the request.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Chapter 123, Article I, Section 123-6 is hereby amended, so the same shall read as follows:

Sec. 123-6. ~~Required bond.~~ Landscape Maintenance Agreement

In those instances where the landscape plan ~~is submitted with a site plan~~ requir~~esing~~ review pursuant to section 125-313, the property owner shall ~~file with the director of finance at the time of completion certification by the landscape architect, a security bond, certified deposit (CD), cashier's check or a certified check upon a solvent local bank conditioned to secure 100 percent of the supply and installation cost of the landscaping improvements required by this article, in accordance with the plan approved by the department, for a period of 24 months after certification by the landscape architect to ensure the establishment and maintenance of the plant material required under this section. No such bond, CD, or check shall be accepted unless it be enforceable by or payable to the city. This security bond shall be reduced to ten percent of the supply and installation cost of the landscape improvements for the second year, after the first-year inspection determines 100 percent required landscape improvements~~

~~exist and have been maintained properly. A property owner shall warrant and guarantee a survival rate of 100 percent for all required plantings by other permitting agencies including littoral zone plantings around created lakes and retention ponds for a period of 24 months following the expiration of time for installation of required plant materials, or 24 months following certification of installation by the property owners landscape architect, whichever is earlier. Such security shall be released upon inspection and final approval by the department that the provisions of this section have been met. The standard contract for maintenance of required landscaping, with security as provided in this section is required by the city before issuance of certificate of occupancy.~~ provide a landscape maintenance agreement to the Planning Department for approval. The agreement shall be attached to the landscape plan and shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.

b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

The landscape maintenance agreement for required landscaping shall be approved by the Planning Department prior to issuance of a certificate of occupancy (CO).

SECTION 2. Chapter 123, Article 1, Section 123-7 is hereby amended so the same shall read as follows:

Sec. 123-7. Enforcement.

The Initial landscape installation shall be inspected and approved by the city arborist, or designee, prior to issuance of a final CO to ensure conformity with the approved landscape plan. ~~After a 24-month establishment period for landscaping subject to section 123-6,~~ Thereafter, the city will inspect the required landscaping and maintenance of such at least one time a year. Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan or landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to the special magistrate for appropriate action. The 30-day rule for compliance may be extended, when necessary, by the city manager to permit recovery from acts of nature such as a hurricane or freeze.

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 thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 5. This Ordinance shall be and become effective immediately upon final passage.

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. 24-007 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, March 17th, 2024 and Sunday, March 31st , 2024; 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 _____, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, 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 _____of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Landscape Maintenance - Code Amendment

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 17th, 2024, and March 31st, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE: 

DATE: March 20th, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: LANDSCAPE MAINTENANCE - CODE AMENDMENT

CAO RLS FILE: RLS 24-64

DATE: FEBRUARY 23, 2024

I have reviewed the above Request for Legal Services (RLS). I made slight changes to the title block. I have uploaded the Ordinance to Agenda Quick in a Track Changes Version and a Clean Copy Version. The Clean Copy Version 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

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 MONDAY, MARCH 11, 2024, 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:	Justine Carter; Alexander Edwards; Anton Kreisl; John Heaning; Nichelle Clemons; Frank Creyaufmiller, Chairman
Absent:	Uline Daniel
Staff Present:	Kev Freeman, Planning Director Ryan Alitzer, Senior Planner Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Daniel was excused.

5. APPROVAL OF MINUTES

a. Minutes from the February 12, 2024, meeting

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to approve the minutes from the February 12, 2024, meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Future Land Use Map Amendment is for an approximate 1.06 acre parcel of land to change from Boundary Commercial (BC) to General Commercial (GC). Mr. Altizer said the current zoning is C-2, Neighborhood Commercial and the proposed zoning is C-3, General Commercial. Mr. Altizer showed the Future Land Use comparison, and he noted the 15 unit increase in density for the General Commercial Future Land Use change. He stated the applicant is not proposing an increase in dwelling units. Ms. Altizer explained the purpose of the Future Land Use Map Amendment is to unite the parcel with the other recently annexed parcels that have the same Future Land Use.

Mr. Kreisl asked if there are any commercial Future Land Use categories that don't include residential uses.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval of the Future Land Use Map Amendment to the City Commission.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

7. NEW BUSINESS

a. Rezoning - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Zoning Atlas Map Amendment is for one (1) parcel of land, approximately 1.06 acres, to change the zoning classification from Neighborhood Commercial (C-2) to General Commercial (C-3). M. Altizer explained the intent of the zoning district, and he noted Outdoor and Indoor Entertainment is not allowed in the C-2 zone but is a Conditional Use in the C-3 zone. He said the Site Plan and Conditional Use will be coming to the Planning Board for a recommendation.

Jazz Jules, applicant, said they are proposing a multipurpose event center for weddings, non-profit events, formal dinners and corporate conferences. Ms. Jules stated they met with St. Lucie county about improving Totten Road. She said she is excited about having the site plan completed in a couple of weeks. Ms. Jules said the event center will have a caterer's kitchen, and patrons can bring their own vendors. Ms. Jules said the event center will have an industrial look with lots of glass and manicured lawns, similar to PGA National.

Chairman Creyaufmiller asked about the soil concerns in the environmental report.

Ms. Jules said the environmental testing was complete, and she highlighted that the tester was very surprised at how clean the area was. She said there are no wetlands or gopher tortoises on any of the four properties, only invasive species which will be removed and

cleaned. Ms. Jules noted one lot will be cleared and used for drainage only.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the Zoning Atlas Map Amendment for 3720 Okeechobee Road.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

b. **Annexation - 2507 Rolyat Street**

Ms. Driver gave an overview of the application. She stated the subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County zoning designation of Commercial, Office (CO). The applicant is proposing a Future Land Use designation of General Commercial 15 du/ac (GC) with a zoning classification of Office Commercial (C-1). Ms. Driver said the site is approximately .24 acres and the property is contiguous to the Fort Pierce city boundary, reasonably compact; and will not result in the creation of an enclave. She noted the current value of the property is $150,700 and it has an existing dwelling unit. Ms. Driver showed the FLU comparison chart and highlighted the three (3) unit increase in density.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval of the annexation to the City Commission.

AYE: Justine Carter, Alexander Edwards, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Anton Kreisl, John Heaning

Passed

c. **Site Plan - Youth and Family Health Center- 1211 and 1213 S. 25th Street**

Mr. Alitzer gave an overview of the application and answered questions from the Board. He stated the 4,306 square foot building will provide mental health services for ages three (3) and up. The proposed development includes a rain garden and utilizes pervious pavement for drainage. Mr. Altizer said the site is approximately .52 acres and has a Future Land Use of General Commercial (GC) and zoning of General Commercial (C-3). Mr. Altizer showed the landscape plan, the location of the rain gardens and elevations.

Jerry Compton, applicant representative, introduced himself and was available to answer any questions from the Board.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the site plan with the following conditions:

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.
2. A gopher tortoise survey will be required per State Statute before construction can

begin.

3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
4. Prior to the issuance of Building Permit approval, 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 provided.

AYE: Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Chairman Frank Creyaufmiller

Passed

d. **Zoning Text Amendment - Sec. 125-3 - General Definitions**
Providing Consistency with the State Statute and the City's Comprehensive Plan

Mr. Freeman gave an overview of the Zoning Text Amendment and answered questions from the Board.

He stated the proposed amendment is to remove conflicts with existing state statute, and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan. Mr. Freeman explained that staff looked at state statutes coming forward and how they will affect the existing code, and he noted the general definitions will link to other zoning code amendments in the future.

Mr. Freeman highlighted some of the changes to the definitions. He said an accessory use or structure is controlled by the zoning code and not by a definition. The code regulates setbacks, coverage, height, density etc. Mr. Freeman noted that this change will allow for full use of lots and remove encumbrances of developing property.

Mr. Freeman stated an amusement device and family amusement center is defined as a skill-based game or machine per state statute and will be added to the general definitions.

Mr. Freeman said the Agricultural Use definition will be added and used in cases of annexation where agricultural use is retained.

Mr. Freeman stated the definition change to Boardinghouse and Roominghouse will regulate such uses.

Mr. Freeman explained that density (net, gross, developable area, floor area ratio (FAR), lot coverage) needed a better definition to comply with the Comprehensive Plan.

Lastly, Mr. Freeman noted that definitions of modular, mobile and manufactured homes have been added, but the zoning code amendments regulating such are on hold pending the outcome of a review of the state statute concerning their allowed consideration as single-family dwellings.

Mr. Kreisl asked if anyone had questions regarding the oversight or regulation of agricultural activities. Mr. Freeman said the purpose is more for people annexing into the city. Currently, the Comprehensive Plan does not have an agricultural land use, but it will be proposed in 2025. Mr. Freeman noted the General Definitions were reviewed by the Development Review Task Force, the Technical Review Committee, and the City Attorney's office and property owners have provided comments.

Ms. Carter asked if the changes were already in the zoning code and if there will be any adverse effects from what is currently going on. Mr. Freeman explained that some of the definitions are not in the code, and he does not want to add definitions that will conflict with the existing code. He noted the Board may see additional definitions in the future for particular sections of the code. Mr. Freeman highlighted that the changes will cure bureaucratic difficulties and allow a consistent definition.

Chad Ingram, from the "Because We Love Lincoln Park" non-profit, stated he supports the Planning department in the changes being made. He suggested adding affordable housing, workforce housing, and agricultural urban farming to the definitions. He also mentioned amending the definitions of having a full kitchen in a dwelling unit, including increased density in the Freebee area, and separation from Boardhouse and co-living.

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to bring back the additional definitions to the Planning Board that were discussed at the March 11, 2024, Planning Board meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

e. **Zoning Text Amendment - Sec.125-322 - Fences, Walls and Hedges; Installation, Replacement and Maintenance**
Allowing Higher Fences Adjacent to the Railroad Right of Way (ROW)

Mr. Freeman gave an overview of the application and answered questions from the Board. He said the proposed amendment is to allow higher fences up to eight (8) feet in certain locations abutting railway lines or railroad ROW on the rear and side property lines. The maximum height for fences within the front yard setback shall remain as provided in the zoning district. Mr. Freeman stated the issue is dangerous trespassing and access to and from the railroad.

Mr. Heaning said an eight (8) foot privacy fence between properties is like making a fortress around the neighborhoods.

Board discussion ensued on the height, style and removing the side property line fence.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval to the City Commission for the code amendment to allow fences up to eight (8) feet in height adjacent to the railroad right-of-Way (ROW).

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

NAY: John Heaning

Passed

f. **Zoning Text Amendment - Sec. 123-6 - Required Landscape Bond**
Replacing Landscape Bond Requirement with a Landscape Maintenance Agreement; Sec.123-7- Enforcement
Inspections and Violation of Landscape Maintenance

Mr. Freeman gave an overview of the text amendment. He said the landscape bond

requirement is a timely bureaucratic process to get a Certificate of Occupancy (CO). Mr. Freeman stated the existing site plan review and approval process requires the property owner to provide security through a landscape bond as a means to ensure that all approved landscaping is installed and maintained after approval. Mr. Freeman said, through code enforcement provisions, the city is able to inspect and require that all approved landscaping is maintained, protected and replaced as required. He stated the landscape maintenance agreement shall be attached to the approved landscape plan. Mr. Freeman noted the landscape maintenance agreement for required landscaping shall be approved by the Planning Department prior to issuance of a CO.

Mr. Kreisl addressed concerns about the enforcement being complaint based instead of a planned scheduled process.

Mr. Freeman said this change will have long-term benefits. Staff will be taking more ownership of what is being brought forward and have a hand in making the city look good. Mr. Freeman noted the planners would be the complainers when the landscape maintenance agreement is broken.

Ms. Clemons asked how current landscape bonds would be handled. Mr. Freeman said a maintenance agreement will be offered and a Minor Site Plan amendment will be needed to release the bond. Mr. Freeman said he plans to educate developers interested in the city and advertise the maintenance agreement as part of the development process.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the replacement of the Landscape Bond with a Landscape Maintenance Agreement.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

g. **Zoning Text Amendment - Sec 125-313 - Major and Minor Site Plans Increasing Administrative Thresholds for Residential and Commercial Development**

Mr. Freeman gave an overview of the application and answered questions from the Board. He stated the Development Review Task Force recommended proposing an amendment to the major/minor site plan application thresholds such that the major site plans will be considered as a residential project which exceeds 50 (existing code 20) total dwelling units; or a non-residential or mixed-use development over 10,000 (existing code 4,000) square feet in area based on the review of neighboring municipalities.

Chairman Creyaufmiller suggested the Planning Board become quasi-judicial and assist with reviewing the site plans for under 50 dwelling units and less than 10,000 square feet. He said it would add an extra level of support to the Planning Director, eliminate the City Commission hearing and allow the community to see all developments under review. Chairman Creyaufmiller said if the application meets the city code there is no need for City Commission review. He stated he does not want to make a decision if the application does not meet the code. Mr. Heaning and Ms. Carter agreed.

Mr. Freeman suggested leaving the existing site plan limits and having a tier for site plans that are 4,000 to 10,000 square feet due to the support received from the City Commission and other entities. Mr. Freeman stated that current site plans of less than 4,000 square feet and less than 20 dwelling units are minor site plans, approved by a range of different departments, and administratively approved once the application meets code. Mr. Freeman

said removing development rights from the current process would cause a backlash, and he suggested keeping the existing system in place and reducing steps by not creating a separate tier.

Mr. Kreisl said he is not comfortable taking the public out of the initial site plan conversation.

Chad Ingram, representing "Because We Love Lincoln Park", said the numbers are competitive with surrounding municipalities and changing the limits is opening up arms for more business. He said if a project passes the code, there should not be so many additional steps. Mr. Ingram said this will make the development process smoother and faster. Mr. Ingram provided details on a project he has been working on. He highlighted the various costs needed for his innovative project. Mr. Ingram said he wants to operate in a safe space and economically kept away from setbacks. He said the city can always change the process if it is not working.

Ms. Carter asked Mr. Ingram if he thought the proposed amendment would make the City of Fort Pierce another Port St. Lucie. She also addressed concerns about where this type of development would be located.

Board discussion ensued on Mr. Ingram's ideas.

Ms. Carter asked Mr. Freeman how efficient the new limits would be.

Mr. Freeman explained the difference between the minor and major site plan review processes and decreased timelines and cost for the minor site plan review.

Mr. Kreisl asked if the limits were subjective. He said he wanted to know if the numbers make sense for the size of the community and the growth of development. Mr. Kreisl asked how the city makes it easy for applicants to do a good job and have reasonable oversight of things that don't go as planned.

Mr. Freeman said everything will be addressed as the application moves forward. He noted that commercial site plans between 4,000 and 10,000 square feet will most likely be located on outside parcels in larger developments. Mr. Freeman also said the Planning department is doing a lot of work behind the scenes on architecture, design and landscaping, which will add flexibility, attractiveness and help make the project economically feasible for the developer.

Mr. Kreisl said the Planning Director has the obligation to review and meet the code, but the City Commission is not bound to that restriction. He said if the Planning Board approved site plans up to 10,000 square feet, the application would not go to the City Commission for an extra review. He noted the code is getting cleaned up, and he would agree with the administrative ability to have more oversight if the code was right.

Mr. Heaning said the Board needs to show trust in the proposed process and that the Planning department will do the right thing. He also said he would hate to take away a step that would make a difference in the process.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the text amendment to the major site plan thresholds.

AYE: Alexander Edwards, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Justine Carter, Anton Kreisl

Passed

8. ELECTION OF CHAIR AND VICE-CHAIR

Chairman Creyaufmiller announced his retirement from the Planning Board effective March 12, 2024.

Motion was made by Chairman Frank Creyaufmiller, and seconded by Nichelle Clemons to elect Mr. Kreisl as Chair.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

Motion was made by Chairman Frank Creyaufmiller, and seconded by Anton Kreisl to elect Ms. Clemons as Vice-Chair.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

9. COMMENTS FROM THE PUBLIC

There were no comments from the public.

10. DIRECTOR'S REPORT

Mr. Freeman told a story about how Chairman Creyaufmiller was one of the reasons he decided to come to the City of Fort Pierce. Mr. Freeman said he heard from a co-worker, who attended an American Planning Conference, about a Planning Board chair from Fort Pierce who spoke about his role as chair, the Planning Board process and how the Board links with the community and staff to not have surprises. Mr. Freeman said he had never heard of that. Mr. Freeman said if the Planning Board is responsive and communicative with staff, I am going to apply at the City of Fort Pierce.

Mr. Freeman said he hopes the new chair will be open to communication.

11. BOARD COMMENTS

Chairman Creyaufmiller said the Board working together is necessary, and he suggested calling the Planning department for any questions or additional information needed.

Chairman Creyaufmiller thanked the Board for their participation and dedication, and he highlighted that in eight years, only one meeting did not have a quorum.

12. ADJOURNMENT

City Commission Regular Meeting - 5:05 pm **12. i.**

Meeting Date: 04/01/2024

Re: Amendment to Sec 123-Major-Minor Site Plan Thresholds

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 24-008 Amending the Code of Ordinances of the City of Fort Pierce, Chapter 125 - Zoning, Article VII - Supplementary Regulations, Division 1 - Generally, Section 125-313 - Major and Minor Site Plan Application, to increase the threshold for Minor Site Plan. FIRST READING.

SUMMARY:

A proposed amendment to increase administrative thresholds for site plan review of Residential, Mixed-Use and Commercial Development.
The City Commission, based on recommendations of the Development Review Task Force, directed staff at the October 9th, 2023, City Commission Conference meeting, to propose an amendment to the major/minor site plan application thresholds such that Major Site plans will be considered as:

a. A residential project which exceeds 50 (existing code=20) total dwelling units; or

b. A non-residential or mixed-use development over 10,000 (existing code =4,000) square feet in area.

Thus increasing the thresholds for minor site plans.

RECOMMENDATION:

Staff recommend APPROVAL of the amendment to Sec. 125-313.

ALTERNATIVES:

Recommend approval with modification.

or

Recommend disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee (November 16th, 2023).
City Attorney.

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
OTHER INFORMATION:
N/A

Attachments

Staff Report
Draft Ordinance 24-008
Public Notification Certification
City Attorney Memo
Planning Board Minutes (DRAFT)

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 03:00 PM

Form Started By: Kev Freeman
Started On: 03/20/2024 01:17 PM
Final Approval Date: 03/20/2024

CITY OF FORT PIERCE

CITY COMMISSION

APRIL 1st, 2024

TEXT AMENDMENT TO CODE OF ORDINANCES MAJOR/MINOR SITE PLANS – Sec 125-313

1

PROPOSED AMENDMENT TO SEC. 125-313 MAJOR AND MINOR SITE PLANS

A proposed amendment to increase administrative thresholds for site plan review of Residential and Commercial Development

2

PROPOSED AMENDMENT TO SEC. 125-313 MAJOR AND MINOR SITE PLANS

The City Commission, based on recommendations of the Development Review Task Force, directed staff at the October 9th, 2023, City Commission Conference meeting, to propose an amendment to the major/minor site plan application thresholds such that Major Site plans will be considered as:

a. A residential project which exceeds 50 (existing code=20) total dwelling units; or

b. A non-residential or mixed-use development over 10,000 (existing code 4,000) square feet in area.

3

PROPOSED AMENDMENT TO SEC. 125-313 MAJOR AND MINOR SITE PLANS

Staff recommend APPROVAL of the amendment to Sec. 125-313.

Alternative:

Recommend approval with modification.
or
Recommend disapproval.

4

ORDINANCE NO. 24-008

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 125 – ZONING, ARTICLE VII – SUPPLEMENTARY REGULATIONS, DIVISION 1 – GENERALLY, SECTION 125-313 – MAJOR AND MINOR SITE PLAN APPLICATION TO INCREASE THE THRESHOLD FOR MINOR SITE PLANS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, though the site plan application process regulates the approval of development through the major and minor site plan application process; and

WHEREAS, the existing thresholds of major and minor site plan applications require a substantial number of applications to be directed through the major site plan application process, causing additional timeline and cost to be incurred by property owners seeking to redevelop property; and

WHEREAS, on October 9, 2023, the City Commission directed staff to move ahead with proposed changes to the major and minor site plan thresholds; and

WHEREAS, the City of Fort Pierce Planning Board held a properly noticed hearing at a regularly scheduled meeting to consider the revisions, and at their March 11th, 2024, meeting, voted 4 to 2 to recommend approval of the request.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Section 125-313 of the City of Fort Pierce Code of Ordinances is hereby amended so the same shall read as follows:

Sec. 125-313. Major and minor site plan application.

(a) *Major site plans.*

(1) *General.* A major site plan is one which is:

a. A residential project which exceeds 50 ~~20~~total dwelling units; or

b. A nonresidential or mixed-use development over 10,000 ~~4,000~~ square feet in area.

(2) *Pre-application conference required.* Prior to filing for major site plan review, the developer and/or consultant shall meet with the city planning department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form.

(3) *Submittal requirements.*

a. *Application.* Application forms for any site plan review shall be available from the city planning department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a site plan, and by any other information required by the city planning department.

b. *Vicinity map.* The vicinity map shall indicate the general location of the site, abutting streets, existing utilities, complete legal description of the property in question, and all adjacent land uses.

c. *Site plan.* A site plan shall include, at minimum, the following items. The planning director shall have the discretion to request additional information, studies, or plans dependent on the nature of the development being proposed.

1. Name, location, owner, and designer/consultant of the proposed development.

2. Present zoning for subject site.

3. Location of the site in relation to surrounding properties, including the means of ingress and egress to such properties and any screening or buffers on such properties as well as access and traffic flow for both vehicular and pedestrian traffic.

4. Date, north arrow, and graphic scale not less than one inch equal to 50 feet.

5. Area, dimensions, and boundaries of the site.
6. Location of all property lines, existing right-of-way approaches, sidewalks, curbs, gutters, and streets.
7. Location of existing telephone and power poles and access to utilities and points of utility hookups.
8. Location and 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.
9. Location, size, and design of proposed landscaped areas (including existing trees and required landscaped buffer areas).
10. Location and size of any lakes, ponds, canals, or other waters and waterways along with watercourses, easements, mean high tide lines, ordinary high water lines and section lines.
11. Structures and major features fully dimensioned including setbacks, distances between structures, floor area, width of driveways, parking spaces, property or lot lines, and percent of property covered by structures.
12. Location of dumpsters with details of any enclosures.
13. Locations, general dimensions, and uses of all buildings and structures, including overhangs, porches, balconies and building heights.
14. A storm drainage plan which indicates the techniques used to control drainage. The plan shall include:
    (i) Location and elevations of all existing and proposed drainage facilities within the site plan area and adjacent vicinity for 100 feet in all directions;
    (ii) Retention areas and exfiltration systems;
    (iii) Length, width, depth, and direction of flow for all canals and ditches;
    (iv) Storm sewers and appurtenances;
    (v) Contour lines at one-foot intervals; and
    (vi) A note indicating that all storm drainage facilities shall conform to chapters 32 and 121 and the Standard Specifications adopted by the city commission on February 13, 1973, as amended.
15. A plan providing, where applicable, for the protection of the beach and dune system. The plan shall include these requirements:

(i) Demonstration of compliance with the coastal construction control line established pursuant to F.S. ch. 161;

(ii) All beach access points are to be provided as beach/dune walkovers in accordance with the requirements of the state department of natural resources;

(iii) No construction which threatens the stability of the primary dune or beach itself shall be permitted;

(iv) No rigid shore protection structures shall be permitted except when used as part of a comprehensive plan for beach restoration and when nonstructural alternatives are unavailable;

(v) Demonstration of dune restoration measures conforming to the requirements of the state department of natural resources.

16. A design review plan which meets the requirements of section 125-314.

17. For residential, hotel, motel, bed and breakfast, mobile home park, or other comparable use site plans:

(i) Tabulation of gross acreage.

(ii) Tabulation of density.

(iii) Number of dwelling units proposed.

(iv) Location and percent of total open space and recreation areas.

(v) Percent of lot covered by buildings.

(vi) Floor area of dwelling units.

(vii) Number of proposed parking spaces.

(viii) Street layout.

(ix) Layout of mobile home stands (for mobile home parks only).

(x) Stormwater management plan.

(xi) Recreation facility locations.

(4) *Technical review committee.* Once review has been completed, the city planning department shall then route the application to each reviewing department and other agencies that are part of the technical review committee or are determined necessary for intergovernmental review. Each reviewer shall then submit written comments to the city planning department by the technical review committee's meeting date. The technical review committee shall be held on the third Thursday of each month where comments from reviewing departments and other agencies shall be used to determine whether the

application complies with the requirements of this Code or if revisions or additional information is needed in order to proceed.

(5) *Planning board.* Once the city planning department has determined the application is ready to proceed, the department will prepare a staff report and recommendation for consideration by the city planning board. Notice of the public hearing shall be consistent with section 125-37.

(6) *City commission.* The city planning department will prepare a staff report and recommendation for consideration by the planning board. The planning board may choose to approve, with or without conditions, deny, or table the item. In no case, however, may a major site plan proceed to city commission without action from the planning board. Notice of the public hearing shall be consistent with section 125-37.

(7) *City commission public hearing.*

a. At the public hearing, the city commission shall hear from all interested parties regarding whether the major site plan application complies with the requirements of this Code. The city commission shall consider the application, the written comments of each responding department and agency, the compliance recommendation of the city planning department, and the comments presented to the planning board and city commission.

b. The city commission may choose to approve the major site plan, with or without conditions, deny the site plan, withdraw the site plan, or continue the public hearing.

c. During the public hearing, the city commission may decide that additional information is necessary to complete its review and may continue the public hearing for this purpose. A continuance shall be to a time certain and shall be announced at the public hearing. Not more than one continuance shall be granted for this purpose.

(b) *Minor site plan.*

(1) *General.* A minor site plan is one which is:

a. A single-family, duplex, triplex, townhouse, multi-dwelling building, manufactured home, or multifamily residential project of between two and 50 ~~20~~ units, inclusive; or

b. A nonresidential or mixed-use development under 10,000 ~~4,000~~ square feet in area.

(2) *Pre-application conference.* Prior to filing for minor site plan review, the developer and/or consultant shall meet with the city planning department, and any other relevant departments, to discuss the development review. No person may rely upon any comment concerning a proposed development, or any expression of any nature about the proposal made by any participant at the pre-application conference as a representation or implication that the proposal will be ultimately approved or rejected in any form. The planning director may

have the option to waive the pre-application conference for any minor site plan application.

(3) *Submittal requirements.* Application forms for a minor site plan review shall be available from the city planning department. A completed application shall be signed by all owners, or their agent, of the property subject to the proposal, and notarized. Signatures by other parties will be accepted only with notarized proof of authorization by the owners. In a case of corporate ownership, the authorized signature shall be accompanied by a notation of the signer's office in the corporation. The completed application form shall be accompanied by appropriate review fees, a vicinity map, a site plan, and by any other information required by the city planning department. The vicinity map and site plan shall be submitted in compliance with subsection (a)(3) of this section.

(4) *Technical review committee.* Once review has been completed, the city planning department shall then route the application to each reviewing department and other agencies that are part of the technical review committee or are determined necessary for intergovernmental review. The minor site plan application shall be reviewed consistent with subsection (a)(4) of this section.

(5) *Action on minor site plan.* The city planning department shall determine if the minor site plan is either in compliance or not in compliance with this Code and ready to proceed.

a. If in compliance, and there are no outstanding documents, actions, or information needed, the minor site plan shall be deemed approved.

b. If not in compliance, the planning director shall specify the reasons therefor, how the application may be brought into compliance, and convey this information to the applicant. Within 180 days of said conveyance the applicant may submit documents, actions, or information to comply with the requirements. In this event, the compliance review recommendation of the department shall be amended accordingly. If an application does not achieve compliance within the 180 days referenced above, the entire application shall be void.

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.

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. 24-008 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the St. Lucie News Tribune on Sunday, March 17th, 2024 and Sunday, March 31st, 2024; 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 _____, 2024; and was duly introduced, read by title only, and passed on second and final reading _____, 2024, 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 _____of _____, 2024.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM AND
CORRECTNESS:

_____
Sara Hedges, Esq.
CITY ATTORNEY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Amendment to Sec 123-Major-Minor Site Plan Thresholds

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: March 17th, 2024, and March 31st, 2024

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE:  **DATE:** March 20th, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: AMENDMENT TO SEC. 125-313 MAJOR AND MINOR SITE PLAN THRESHOLDS

CAO RLS FILE: RLS 24-65

DATE: MARCH 6, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the draft Ordinance. I have provided a Track Changes and Clean Copy version. The Clean Copy version is approved as to form and correctness.

Should you disagree with any of the suggested changes or desire any additional changes, please let me know.

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

Thank you.
SH/mm

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 MONDAY, MARCH 11, 2024, 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:	Justine Carter; Alexander Edwards; Anton Kreisl; John Heaning; Nichelle Clemons; Frank Creyaufmiller, Chairman
Absent:	Uline Daniel
Staff Present:	Kev Freeman, Planning Director Ryan Alitzer, Senior Planner Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Daniel was excused.

5. APPROVAL OF MINUTES

a. Minutes from the February 12, 2024, meeting

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to approve the minutes from the February 12, 2024, meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

6. HEARING OF THE LOCAL PLANNING AGENCY

a. Future Land Use Map Amendment - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Future Land Use Map Amendment is for an approximate 1.06 acre parcel of land to change from Boundary Commercial (BC) to General Commercial (GC). Mr. Altizer said the current zoning is C-2, Neighborhood Commercial and the proposed zoning is C-3, General Commercial. Mr. Altizer showed the Future Land Use comparison, and he noted the 15 unit increase in density for the General Commercial Future Land Use change. He stated the applicant is not proposing an increase in dwelling units. Ms. Altizer explained the purpose of the Future Land Use Map Amendment is to unite the parcel with the other recently annexed parcels that have the same Future Land Use.

Mr. Kreisl asked if there are any commercial Future Land Use categories that don't include residential uses.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval of the Future Land Use Map Amendment to the City Commission.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

7. NEW BUSINESS

a. Rezoning - Florida Barn - 3720 Okeechobee Road

Mr. Altizer gave an overview of the application and answered questions from the Board. He stated the Zoning Atlas Map Amendment is for one (1) parcel of land, approximately 1.06 acres, to change the zoning classification from Neighborhood Commercial (C-2) to General Commercial (C-3). M. Altizer explained the intent of the zoning district, and he noted Outdoor and Indoor Entertainment is not allowed in the C-2 zone but is a Conditional Use in the C-3 zone. He said the Site Plan and Conditional Use will be coming to the Planning Board for a recommendation.

Jazz Jules, applicant, said they are proposing a multipurpose event center for weddings, non-profit events, formal dinners and corporate conferences. Ms. Jules stated they met with St. Lucie county about improving Totten Road. She said she is excited about having the site plan completed in a couple of weeks. Ms. Jules said the event center will have a caterer's kitchen, and patrons can bring their own vendors. Ms. Jules said the event center will have an industrial look with lots of glass and manicured lawns, similar to PGA National.

Chairman Creyaufmiller asked about the soil concerns in the environmental report.

Ms. Jules said the environmental testing was complete, and she highlighted that the tester was very surprised at how clean the area was. She said there are no wetlands or gopher tortoises on any of the four properties, only invasive species which will be removed and

cleaned. Ms. Jules noted one lot will be cleared and used for drainage only.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the Zoning Atlas Map Amendment for 3720 Okeechobee Road.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

b. **Annexation - 2507 Rolyat Street**

Ms. Driver gave an overview of the application. She stated the subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County zoning designation of Commercial, Office (CO). The applicant is proposing a Future Land Use designation of General Commercial 15 du/ac (GC) with a zoning classification of Office Commercial (C-1). Ms. Driver said the site is approximately .24 acres and the property is contiguous to the Fort Pierce city boundary, reasonably compact; and will not result in the creation of an enclave. She noted the current value of the property is $150,700 and it has an existing dwelling unit. Ms. Driver showed the FLU comparison chart and highlighted the three (3) unit increase in density.

No one spoke for or against the application.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval of the annexation to the City Commission.

AYE: Justine Carter, Alexander Edwards, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Anton Kreisl, John Heaning

Passed

c. **Site Plan - Youth and Family Health Center- 1211 and 1213 S. 25th Street**

Mr. Alitzer gave an overview of the application and answered questions from the Board. He stated the 4,306 square foot building will provide mental health services for ages three (3) and up. The proposed development includes a rain garden and utilizes pervious pavement for drainage. Mr. Altizer said the site is approximately .52 acres and has a Future Land Use of General Commercial (GC) and zoning of General Commercial (C-3). Mr. Altizer showed the landscape plan, the location of the rain gardens and elevations.

Jerry Compton, applicant representative, introduced himself and was available to answer any questions from the Board.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the site plan with the following conditions:

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.
2. A gopher tortoise survey will be required per State Statute before construction can

begin.

3. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City regulated trees proposed to be removed as a result of this site's development/construction activity.
4. Prior to the issuance of Building Permit approval, 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 provided.

AYE: Alexander Edwards, Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Chairman Frank Creyaufmiller

Passed

d. **Zoning Text Amendment - Sec. 125-3 - General Definitions**
Providing Consistency with the State Statute and the City's Comprehensive Plan

Mr. Freeman gave an overview of the Zoning Text Amendment and answered questions from the Board.

He stated the proposed amendment is to remove conflicts with existing state statute, and internal conflicts with the Code of Ordinances, and to provide consistency with the City's Comprehensive Plan. Mr. Freeman explained that staff looked at state statutes coming forward and how they will affect the existing code, and he noted the general definitions will link to other zoning code amendments in the future.

Mr. Freeman highlighted some of the changes to the definitions. He said an accessory use or structure is controlled by the zoning code and not by a definition. The code regulates setbacks, coverage, height, density etc. Mr. Freeman noted that this change will allow for full use of lots and remove encumbrances of developing property.

Mr. Freeman stated an amusement device and family amusement center is defined as a skill-based game or machine per state statute and will be added to the general definitions.

Mr. Freeman said the Agricultural Use definition will be added and used in cases of annexation where agricultural use is retained.

Mr. Freeman stated the definition change to Boardinghouse and Roominghouse will regulate such uses.

Mr. Freeman explained that density (net, gross, developable area, floor area ratio (FAR), lot coverage) needed a better definition to comply with the Comprehensive Plan.

Lastly, Mr. Freeman noted that definitions of modular, mobile and manufactured homes have been added, but the zoning code amendments regulating such are on hold pending the outcome of a review of the state statute concerning their allowed consideration as single-family dwellings.

Mr. Kreisl asked if anyone had questions regarding the oversight or regulation of agricultural activities. Mr. Freeman said the purpose is more for people annexing into the city. Currently, the Comprehensive Plan does not have an agricultural land use, but it will be proposed in 2025. Mr. Freeman noted the General Definitions were reviewed by the Development Review Task Force, the Technical Review Committee, and the City Attorney's office and property owners have provided comments.

Ms. Carter asked if the changes were already in the zoning code and if there will be any adverse effects from what is currently going on. Mr. Freeman explained that some of the definitions are not in the code, and he does not want to add definitions that will conflict with the existing code. He noted the Board may see additional definitions in the future for particular sections of the code. Mr. Freeman highlighted that the changes will cure bureaucratic difficulties and allow a consistent definition.

Chad Ingram, from the "Because We Love Lincoln Park" non-profit, stated he supports the Planning department in the changes being made. He suggested adding affordable housing, workforce housing, and agricultural urban farming to the definitions. He also mentioned amending the definitions of having a full kitchen in a dwelling unit, including increased density in the Freebee area, and separation from Boardhouse and co-living.

Motion was made by Anton Kreisl, and seconded by Nichelle Clemons to bring back the additional definitions to the Planning Board that were discussed at the March 11, 2024, Planning Board meeting.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

e. **Zoning Text Amendment - Sec.125-322 - Fences, Walls and Hedges; Installation, Replacement and Maintenance**
Allowing Higher Fences Adjacent to the Railroad Right of Way (ROW)

Mr. Freeman gave an overview of the application and answered questions from the Board. He said the proposed amendment is to allow higher fences up to eight (8) feet in certain locations abutting railway lines or railroad ROW on the rear and side property lines. The maximum height for fences within the front yard setback shall remain as provided in the zoning district. Mr. Freeman stated the issue is dangerous trespassing and access to and from the railroad.

Mr. Heaning said an eight (8) foot privacy fence between properties is like making a fortress around the neighborhoods.

Board discussion ensued on the height, style and removing the side property line fence.

Motion was made by Nichelle Clemons, and seconded by Anton Kreisl to forward a recommendation of approval to the City Commission for the code amendment to allow fences up to eight (8) feet in height adjacent to the railroad right-of-Way (ROW).

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

NAY: John Heaning

Passed

f. **Zoning Text Amendment - Sec. 123-6 - Required Landscape Bond**
Replacing Landscape Bond Requirement with a Landscape Maintenance Agreement; Sec.123-7- Enforcement
Inspections and Violation of Landscape Maintenance

Mr. Freeman gave an overview of the text amendment. He said the landscape bond

requirement is a timely bureaucratic process to get a Certificate of Occupancy (CO). Mr. Freeman stated the existing site plan review and approval process requires the property owner to provide security through a landscape bond as a means to ensure that all approved landscaping is installed and maintained after approval. Mr. Freeman said, through code enforcement provisions, the city is able to inspect and require that all approved landscaping is maintained, protected and replaced as required. He stated the landscape maintenance agreement shall be attached to the approved landscape plan. Mr. Freeman noted the landscape maintenance agreement for required landscaping shall be approved by the Planning Department prior to issuance of a CO.

Mr. Kreisl addressed concerns about the enforcement being complaint based instead of a planned scheduled process.

Mr. Freeman said this change will have long-term benefits. Staff will be taking more ownership of what is being brought forward and have a hand in making the city look good. Mr. Freeman noted the planners would be the complainers when the landscape maintenance agreement is broken.

Ms. Clemons asked how current landscape bonds would be handled. Mr. Freeman said a maintenance agreement will be offered and a Minor Site Plan amendment will be needed to release the bond. Mr. Freeman said he plans to educate developers interested in the city and advertise the maintenance agreement as part of the development process.

Motion was made by John Heaning, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commission for the replacement of the Landscape Bond with a Landscape Maintenance Agreement.

AYE: Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, John Heaning, Chairman Frank Creyaufmiller

Passed

g. **Zoning Text Amendment - Sec 125-313 - Major and Minor Site Plans Increasing Administrative Thresholds for Residential and Commercial Development**

Mr. Freeman gave an overview of the application and answered questions from the Board. He stated the Development Review Task Force recommended proposing an amendment to the major/minor site plan application thresholds such that the major site plans will be considered as a residential project which exceeds 50 (existing code 20) total dwelling units; or a non-residential or mixed-use development over 10,000 (existing code 4,000) square feet in area based on the review of neighboring municipalities.

Chairman Creyaufmiller suggested the Planning Board become quasi-judicial and assist with reviewing the site plans for under 50 dwelling units and less than 10,000 square feet. He said it would add an extra level of support to the Planning Director, eliminate the City Commission hearing and allow the community to see all developments under review. Chairman Creyaufmiller said if the application meets the city code there is no need for City Commission review. He stated he does not want to make a decision if the application does not meet the code. Mr. Heaning and Ms. Carter agreed.

Mr. Freeman suggested leaving the existing site plan limits and having a tier for site plans that are 4,000 to 10,000 square feet due to the support received from the City Commission and other entities. Mr. Freeman stated that current site plans of less than 4,000 square feet and less than 20 dwelling units are minor site plans, approved by a range of different departments, and administratively approved once the application meets code. Mr. Freeman

said removing development rights from the current process would cause a backlash, and he suggested keeping the existing system in place and reducing steps by not creating a separate tier.

Mr. Kreisl said he is not comfortable taking the public out of the initial site plan conversation.

Chad Ingram, representing "Because We Love Lincoln Park", said the numbers are competitive with surrounding municipalities and changing the limits is opening up arms for more business. He said if a project passes the code, there should not be so many additional steps. Mr. Ingram said this will make the development process smoother and faster. Mr. Ingram provided details on a project he has been working on. He highlighted the various costs needed for his innovative project. Mr. Ingram said he wants to operate in a safe space and economically kept away from setbacks. He said the city can always change the process if it is not working.

Ms. Carter asked Mr. Ingram if he thought the proposed amendment would make the City of Fort Pierce another Port St. Lucie. She also addressed concerns about where this type of development would be located.

Board discussion ensued on Mr. Ingram's ideas.

Ms. Carter asked Mr. Freeman how efficient the new limits would be.

Mr. Freeman explained the difference between the minor and major site plan review processes and decreased timelines and cost for the minor site plan review.

Mr. Kreisl asked if the limits were subjective. He said he wanted to know if the numbers make sense for the size of the community and the growth of development. Mr. Kreisl asked how the city makes it easy for applicants to do a good job and have reasonable oversight of things that don't go as planned.

Mr. Freeman said everything will be addressed as the application moves forward. He noted that commercial site plans between 4,000 and 10,000 square feet will most likely be located on outside parcels in larger developments. Mr. Freeman also said the Planning department is doing a lot of work behind the scenes on architecture, design and landscaping, which will add flexibility, attractiveness and help make the project economically feasible for the developer.

Mr. Kreisl said the Planning Director has the obligation to review and meet the code, but the City Commission is not bound to that restriction. He said if the Planning Board approved site plans up to 10,000 square feet, the application would not go to the City Commission for an extra review. He noted the code is getting cleaned up, and he would agree with the administrative ability to have more oversight if the code was right.

Mr. Heaning said the Board needs to show trust in the proposed process and that the Planning department will do the right thing. He also said he would hate to take away a step that would make a difference in the process.

Motion was made by Nichelle Clemons, and seconded by John Heaning to forward a recommendation of approval to the City Commission for the text amendment to the major site plan thresholds.

AYE: Alexander Edwards, John Heaning, Nichelle Clemons, Chairman Frank Creyaufmiller

NAY: Justine Carter, Anton Kreisl

Passed

8. ELECTION OF CHAIR AND VICE-CHAIR

Chairman Creyaufmiller announced his retirement from the Planning Board effective March 12, 2024.

Motion was made by Chairman Frank Creyaufmiller, and seconded by Nichelle Clemons to elect Mr. Kreisl as Chair.

AYE: Anton Kreisl, John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Chairman Frank Creyaufmiller

Passed

Motion was made by Chairman Frank Creyaufmiller, and seconded by Anton Kreisl to elect Ms. Clemons as Vice-Chair.

AYE: John Heaning, Nichelle Clemons, Justine Carter, Alexander Edwards, Anton Kreisl, Chairman Frank Creyaufmiller

Passed

9. COMMENTS FROM THE PUBLIC

There were no comments from the public.

10. DIRECTOR'S REPORT

Mr. Freeman told a story about how Chairman Creyaufmiller was one of the reasons he decided to come to the City of Fort Pierce. Mr. Freeman said he heard from a co-worker, who attended an American Planning Conference, about a Planning Board chair from Fort Pierce who spoke about his role as chair, the Planning Board process and how the Board links with the community and staff to not have surprises. Mr. Freeman said he had never heard of that. Mr. Freeman said if the Planning Board is responsive and communicative with staff, I am going to apply at the City of Fort Pierce.

Mr. Freeman said he hopes the new chair will be open to communication.

11. BOARD COMMENTS

Chairman Creyaufmiller said the Board working together is necessary, and he suggested calling the Planning department for any questions or additional information needed.

Chairman Creyaufmiller thanked the Board for their participation and dedication, and he highlighted that in eight years, only one meeting did not have a quorum.

12. ADJOURNMENT

City Commission Regular Meeting - 5:05 pm **12. j.**

Meeting Date: 04/01/2024

Re: Ordinance No.24-009 Amending the FY 2022-2023 General Fund Budget

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Legislative Hearing - Ordinance 24-009 - Final Budget Amendment of the FY 2022-23 General Fund Budget. FIRST READING

SUMMARY:

The General Fund budget is being amended to adjust budgeted revenues and expenditures to the final actual figures.

RECOMMENDATION:

City Commission approve the budget amendment ordinance.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Clerk for Advertising

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023

OTHER INFORMATION:

Final Budget Amendment

Attachments

24-009

Exhibit A

City Atorney memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 02:57 PM

Form Started By: Johnna Morris Started On: 03/20/2024 12:50 PM

Final Approval Date: 03/20/2024

ORDINANCE NO. 24-009

AN ORDINANCE **AMENDING THE 2022-23 BUDGET** OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2022-23 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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

SECTION 1. The Budget of the City of Fort Pierce, Florida for the year 2022-23 be amended by increasing or decreasing various items as set out in the schedule, hereto attached as Exhibit A and made a part hereof and designed as the 2022-23 final budget amendment and that the City Manager and Director of Finance are hereby instructed and directed to transfer said funds to said accounts and increase and decrease in conformity with said schedule.

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 become effective upon passage.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-009 was duly advertised by title only in the St. Lucie News Tribune on March ___, 2024; 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 April 1, 2024; and was duly introduced, read by title only, and passed on second and final reading on April 15, 2024, 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 the ____ day of April, 2024.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

CITY OF FORT PIERCE

Final Budget Amendment

Fiscal Year 2022-2023

General Fund Revenues	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Over Under Budget***
Taxes	29,065,162	1,147,657		30,212,819	3.95%
Licenses and Permits	619,700	108,756		728,456	17.55%
Inter-Government Revenue	7,519,000	1,875,031		9,394,031	24.94%
Charges for Services	572,150	177,633		749,783	31.05%
Fines and Forfeitures	244,000	107,644		351,644	44.12%
Miscellaneous Revenues	2,859,606	292,262		3,151,868	10.22%
Interfund Transfers	4,513,914		1,650,680	2,863,234	36.57%
Enterprise Contributions	7,619,114	114,307		7,733,421	1.50%
Other Financing Sources	0			0	0.00%
Fund Balance Appropriation	0	796,216		796,216	0.00%
Restricted Revenue	(600,000)			(600,000)	0.00%
Totals	52,412,646	4,619,506	1,650,680	55,381,472	**5.66%**

CITY OF FORT PIERCE

Final Budget Amendment

Fiscal Year 2022-2023

General Fund Expenditures	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Over Under Budget***
City Commission	282,397	18,731		301,128	6.22%
City Manager	905,148	86,472		991,620	8.72%
City Attorney	800,490		70,939	729,551	9.72%
City Clerk	456,682	19,163		475,845	4.03%
Human Resources	631,173	166		631,339	0.03%
Finance	1,166,994		78,220	1,088,774	7.18%
IT	2,112,491		396,090	1,716,401	23.08%
Purchasing	376,350		10,022	366,328	2.74%
Planning	797,514		62,336	735,178	8.48%
Code Enforcement	2,027,331		495,302	1,532,029	32.33%
Police	16,988,810	893,879		17,882,689	5.00%
PW/Director's Office	141,355	43,111		184,466	23.37%
PW/Fleet Maintenance	826,553	6,639		833,192	0.80%
PW/Facilities Maintenance	1,252,470	320,387		1,572,857	20.37%
PW/Parks & Grounds	2,531,138	303,173		2,834,311	10.70%
PW/Streets & Drainage	2,422,759	290,869		2,713,628	10.72%
Engineering	1,644,724		147,000	1,497,724	9.81%
Liesures Services	511,094		48,034	463,060	10.37%
Administrative	16,537,174	2,294,179		18,831,353	12.18%
Totals	52,412,646	4,276,769	1,307,943	55,381,472	**5.66%**

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: JOHNNA MORRIS, FINANCE DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: ORDINANCE NO.24-009 AMENDING THE 2022-2023 GENERAL FUND BUDGET

CAO RLS FILE: 24-136

DATE: MARCH 28, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance. I have provided a Track Changes and a Clean Copy version for your utilization. The Clean Copy 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

City Commission Regular Meeting - 5:05 pm **13. a.**

Meeting Date: 04/01/2024

Re: 706 N 20th St - Surplus Property Development Agreement

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Resolution 24-R12 authorizing the execution of the sale and development agreement for 706 N. 20th Street

SUMMARY:

The City of Fort Pierce is the owner of real property located at 706 N 20th Street, identified by Parcel IDs: 2404-715-0019-000-7, with a legal description of: AMENDED PLAT OF WASHINGTON HEIGHTS ADDN LOT 17.

The property was declared surplus by the City on April 19, 2021, via Resolution 21R-18. The City Commission awarded the property on February 5, 2024, to Sunrise City Concrete Services, Inc for the development of a 3 bedroom 2 bathroom single family home. The purchase price is $3,000.00.

RECOMMENDATION:

Staff recommends approval to execute the Surplus Property Sale Agreement for 706 N 20th Street.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2024
Account:	N/A
Amount:	3,000.00

OTHER INFORMATION:

Purchase price $3,000.00

Attachments

RLS Memo
Resolution 24-R12
706 N 20th St - Sale Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/07/2024 02:12 PM
City Manager	Nick Mimms	03/07/2024 02:13 PM

Form Started By: Miriam Garcia Started On: 03/05/2024 08:44 AM
Final Approval Date: 03/07/2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MIRIAM GARCIA, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: 706 N 20TH ST - SURPLUS PROPERTY SALE AGREEMENT & RESOLUTION REVIEW

CAO RLS FILE: RLS 24-74

DATE: MARCH 5, 2024

I have reviewed the above Request for Legal Services (RLS). I made suggested changes to the drafted Sale Agreement and Resolution. Each are uploaded in a Track Changes and Clean Copy version. The Clean Copies of each are approved as to form and correctness.

Please note, the Clerk of Court has begun to reject documents filed that are not in compliance with Section 695.26, Florida Statutes, requiring the addresses of witnesses for documents filed in the public records. Therefore, I have added address lines for the witnesses to the Grantee's signature on the Sale Agreement.

Please update your templates accordingly.

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

Thank you.
SH/mm

RESOLUTION NO. 24-R12

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS **706 NORTH 20TH STREET**, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS;; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce is the fee simple titleholder of real property commonly known as 706 North 20th Street, Fort Pierce, Florida (the "Real Property"); and

WHEREAS, at a City Commission meeting held on February 5, 2024, the City Commission approved the Planning Board's recommendation and declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public; and

WHEREAS, on October 27, 2023, and November 3, 2023, the City caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers, or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 1:00p.m. on November 13, 2023, and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package"); and

WHEREAS, on November 13, 2023, the bid period closed, and all bids received by the City were thereafter reviewed; and

WHEREAS, on February 5, 2024, Bid No. 2024-009, submitted by Sunrise City Concrete Services, Inc., whose address is 130 S Indian River Drive Suite 202 Fort Pierce, FL 34950 (the "Successful Bidder") in the amount of Three Thousand and no/100 Dollars ($3,000.00) ("Transfer Consideration") was determined by the City Commission to be the highest ranked successful bidder for the Real Property and authorized staff to begin negotiations; and

WHEREAS, the best interests of the public will be served by: (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a quitclaim deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement, and (iii) authorizing the City, officers, attorneys, and other agents of the City of Fort Pierce to do all things necessary to carry out the transactions contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

SECTION 2. The transfer of the Real Property to the Successful Bidder shall be conditioned upon the execution of the Surplus Property Sale Agreement for the Real Property, attached hereto as Exhibit “A” and incorporated by reference.

SECTION 3. The transfer of the Real Property to the Successful Bidder, including execution and delivery of quitclaim deeds conveying each property of the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to each property of the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement. The receipt of the Transfer Consideration by authorized officers and agents of the City at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies, if any, without further action by the City.

SECTION 4. The Mayor and the City Manager or any one of them, are hereby authorized to execute each quitclaim deed conveying the City’s interest in the Real Property to the Successful Bidder.

SECTION 5. Members of the City, the City Manager, officers, attorneys, and other agents of the City are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of the City is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extent of this Resolution.

SECTION 6. 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 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 8. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April 2024.

_____
LINDA HUDSON, Mayor

ATTEST

_____
LINDA W. COX
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
City Attorney

EXHIBIT “A”

SURPLUS PROPERTY SALE AGREEMENTS

706 NORTH 20TH STREET, FORT PIERCE, FLORIDA

SURPLUS PROPERTY
SALE AGREEMENT

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2024 by and between the **CITY OF FORT PIERCE**, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City") and **SUNRISE CITY CONCRETE SERVICES, INC**., whose address is 130 S. Indian River Drive Suite 202 Fort Pierce, FL 34950 ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City owns the real property ("Real Property") described as 706 North 20th Street, in the public records of St. Lucie County, Florida, 34950, Fort Pierce, Florida, St. Lucie County Property ID 2404-715-0019-000-7; and

WHEREAS, on February 5, 2024, the City Commission held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of $3,000.00 (the "Purchase Price") was authorized via Resolution No. 24-R12, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the City subject to the limitations and requirements of this Agreement; and

WHEREAS, the City desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City.

3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 3 bedroom, 2 bathroom single family home on the Real Property pursuant to and in conformity with their submitted Bid No. 2024-009 documents, attached as Exhibit A and incorporated herein by reference.

4. **DEVELOPMENT TIMELINE.**

   A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS** Grantee shall apply for any and all required approvals, building

permits, and all other permits, in the manner consistent with the applicable jurisdiction, within 60 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

B. **COMMENCEMENT OF CONSTRUCTION**
Grantee shall commence construction within 30 calendar days of receiving the required approvals and building permits.

C. **CERTIFICATE OF OCCUPANCY**
Grantee shall obtain a Certificate of Occupancy within 8 months of the issuance of required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include proof the building permit(s) was obtained, proof the Certificate of Occupancy was obtained, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.

6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.

7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The City may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.

8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the City in its sole discretion, the Purchase Price of the Real Property is forfeited to the City, no refund of the Purchase Price will be granted to Grantee, and Grantor, its successors, and its assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.

9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the City, and their officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to

this Agreement. Nothing herein is intended to or shall be deemed a waiver of the Sovereign Immunity provisions of Section 768.28, Florida Statutes.

10. **ASSIGNMENT.** If Grantee lists the Real Property for sale, the Grantee must notify the City of such listing within ten (10) calendar days of such listing. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the City no less than thirty (30) calendar days prior to the transfer of title to the Real Property. Further, the Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property. Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.

11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers. This Agreement may not be assigned without prior written consent of the City.

12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

GRANTEE:
Sunrise City Concrete Services, Inc
130 S. Indian River Drive Suite 202
Fort Pierce, FL 34950

WITH COPIES TO:
City Attorney's Office

100 North US Highway 1
Fort Pierce, FL 34950

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded in the Public Records of St. Lucie County, Florida.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: _____

Print: _____

Date: _____

Address: _____

Sign: _____

Print: _____

Date: _____

Address: _____

GRANTEE:

Sign: _____

Print: _____

Date: _____

CITY OF FORT PIERCE :

Sign: _____

Linda Hudson, Mayor

Date: _____

Attest:

_____

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara K. Hedges, Esq.
City Attorney

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 04/01/2024

Re: 1204 Avenue E - Surplus Property Development Agreement

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Resolution 24-R13 authorizing the execution of the sale agreement for 1204 Avenue E.

SUMMARY:

The City of Fort Pierce is the owner of real property located at 1204 Avenue E, identified by Parcel IDs: 2404-823-0007-050-7, with a legal description of: WALLACE`S S/D E 86 FT OF LOT 8-LESS N 150 FT AND LESS S 5 FT- (OR 4080-2366).

The property was declared surplus by the City on January 19, 2021, via Resolution 21R-10. The City Commission awarded the property on February 5, 2024, to Telco Investments, LLC for the development of a 3-bedroom, 2-bathroom fourplex multifamily home. The purchase price is $25,000.00.

RECOMMENDATION:

Staff recommends approval to execute the Surplus Property Development Agreement for 1204 Avenue E.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2024
Account:	N/A
Amount:	25,000

OTHER INFORMATION:

Purchase price $25,000

Attachments

RLS Memo
Resolution 24-R13
1204 Ave E Sale Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/19/2024 04:05 PM
City Manager	Nick Mimms	03/19/2024 04:06 PM

Form Started By: Miriam Garcia Started On: 03/05/2024 09:19 AM
Final Approval Date: 03/19/2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MIRIAM GARCIA, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: 1204 AVENUE E - SURPLUS PROPERTY SALE AGREEMENT & RESOLUTION

CAO RLS FILE: RLS 24-76

DATE: MARCH 6, 2024

I have reviewed the above Request for Legal Services (RLS). I made suggested changes to the drafted Sale Agreement and Resolution. Each are uploaded in a Track Changes and Clean Copy version. The Clean Copies of each are approved as to form and correctness.

Please note, the Clerk of Court has begun to reject documents filed that are not in compliance with Section 695.26, Florida Statutes, requiring the addresses of witnesses for documents filed in the public records. Therefore, I have added address lines for the witnesses to the Grantee's signature on the Sale Agreement.

Please update your templates accordingly.

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

Thank you.
SH/mm

RESOLUTION NO. 24-R13

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS **1204 AVENUE E**, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Fort Pierce is the fee simple titleholder of real property commonly known as 1204 Avenue E, Fort Pierce, Florida (the "Real Property"); and

WHEREAS, at a City Commission meeting held on February 5, 2024, the City Commission approved the Planning Board's recommendation and declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public; and

WHEREAS, on October 27, 2023, and November 3, 2023, the City caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers, or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 2:00p.m. on November 13, 2023, and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package"); and

WHEREAS, on November 13, 2023, the bid period closed, and all bids received by the City were thereafter reviewed; and

WHEREAS, on February 5, 2024, Bid No. 2024-011, submitted by Telco Investments, LLC, whose address is P.O. Box 742371, Boynton Beach, FL 33474 (the "Successful Bidder") in the amount of Twenty-Five Thousand and no/100 Dollars ($25,000.00) ("Transfer Consideration") was determined by the City Commission to be the highest ranked successful bidder for the Real Property and authorized staff to begin negotiations; and

WHEREAS, the best interests of the public will be served by: (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a quitclaim deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement, and (iii) authorizing the City, officers, attorneys, and other agents of the City of Fort Pierce to do all things necessary to carry out the transactions contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

SECTION 2. The transfer of the Real Property to the Successful Bidder shall be conditioned upon the execution of the Surplus Property Sale Agreement for the Real Property, attached hereto as Exhibit “A” and incorporated by reference.

SECTION 3. The transfer of the Real Property to the Successful Bidder, including execution and delivery of quitclaim deeds conveying each property of the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to each property of the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement. The receipt of the Transfer Consideration by authorized officers and agents of the Board at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies, if any, without further action by the City.

SECTION 4. The Mayor and the City Manager or any one of them, are hereby authorized to execute each quitclaim deed conveying the City’s interest in the Real Property to the Successful Bidder.

SECTION 5. Members of the City, the City Manager, officers, attorneys, and other agents of the City are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of the City is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extend of this Resolution.

SECTION 6. 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 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 8. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April 2024.

_____
LINDA HUDSON, Mayor

ATTEST

_____
LINDA W. COX
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
City Attorney

EXHIBIT “A”

SURPLUS PROPERTY SALE AGREEMENTS

1204 AVENUE E, FORT PIERCE, FLORIDA

SURPLUS PROPERTY
SALE AGREEMENT

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2024 by and between the **CITY OF FORT PIERCE**, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City") and **TELCO INVESTMENTS, LLC.**, whose address is P.O. Box 742371 Boynton Beach, FL 33474 ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City owns the real property ("Real Property") described as 1204 Avenue E, in the public records of St. Lucie County, Florida, 34950, Fort Pierce, Florida, St. Lucie County Property ID 2404-823-0007-050-7; and

WHEREAS, on February 5, 2024, the City Commission held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of $25,000.00 (the "Purchase Price") was authorized via Resolution No. 24-R13, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the City subject to the limitations and requirements of this Agreement; and

WHEREAS, the City desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City.

3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 3 bedroom, 2 bathroom fourplex multifamily home on the Real Property pursuant to and in conformity with their submitted Bid No. 2024-011 documents, attached as Exhibit A and incorporated herein by reference.

4. **DEVELOPMENT TIMELINE.**

   A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS**
   Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the

applicable jurisdiction, within 6 months of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

B. **COMMENCEMENT OF CONSTRUCTION**
Grantee shall commence construction within 60 calendar days of receiving the required approvals and building permits.

C. **CERTIFICATE OF OCCUPANCY**
Grantee shall obtain a Certificate of Occupancy within 9 months of the issuance of required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include proof the building permit(s) was obtained, proof the Certificate of Occupancy was obtained, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.

6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.

7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The City may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.

8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the City in its sole discretion, the Purchase Price of the Real Property is forfeited to the City, no refund of the Purchase Price will be granted to Grantee, and Grantor, its successors, and its assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.

9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the City, and their officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to this Agreement. Nothing herein is intended to or shall be deemed a waiver of the

Sovereign Immunity provisions of Section 768.28, Florida Statutes.

10. **ASSIGNMENT.** If Grantee lists the Real Property for sale, the Grantee must notify the City of such listing within ten (10) calendar days of such listing. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the City no less than thirty (30) calendar days prior to the transfer of title to the Real Property. Further, the Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property. Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.

11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers. This Agreement may not be assigned without prior written consent of the City.

12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

GRANTEE:
Telco Investments LLC
P.O. Box 742371
Boynton Beach, FL 33474

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1

Fort Pierce, FL 34950

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded in the Public Records of St. Lucie County, Florida.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: _____

Print: _____

Date: _____

Address: _____

Sign: _____

Print: _____

Date: _____

Address: _____

GRANTEE:

Sign: _____

Print: _____

Date: _____

CITY OF FORT PIERCE :

Sign: _____

Linda Hudson, Mayor

Date: _____

Attest:

_____

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara K. Hedges, Esq.
City Attorney

City Commission Regular Meeting - 5:05 pm **13. c.**

Meeting Date: 04/01/2024

Re: 1620 Avenue E - Surplus Property Development Agreement

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Resolution 24-R14 authorizing the execution of the sale agreement of 1620 Avenue E.

SUMMARY:

The City of Fort Pierce is the owner of real property located at 1620 Avenue E, identified by Parcel IDs: 2404-816-0003-000-2, with a legal description of: HIGHLAND PARK RE-S/D BLK 1 LOT 3(OR 3675-2391).

The property was declared surplus by the City on January 19, 2021, via Resolution 21R-10. The City Commission awarded the property on February 5, 2024, to Sunrise City Concrete Services, Inc for the development of a 3 bedroom 2 bath single family home. The purchase price is $3,000.00.

RECOMMENDATION:

Staff recommends approval to execute the Surplus Property Sale Agreement for 1620 Avenue E.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2024
Account:	N/A
Amount:	3,000.00

OTHER INFORMATION:

Purchase price $3,000.00

Attachments

RLS Memo
Resolution 24-R14
1620 Avenue E Sale Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/19/2024 04:06 PM
City Manager	Nick Mimms	03/19/2024 04:06 PM

Form Started By: Miriam Garcia
Started On: 03/05/2024 09:32 AM
Final Approval Date: 03/19/2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: MIRIAM GARCIA, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: 1620 AVENUE E - SURPLUS PROPERTY SALE AGREEMENT & RESOLUTION

CAO RLS FILE: RLS 24-75

DATE: MARCH 6, 2024

I have reviewed the above Request for Legal Services (RLS). I made suggested changes to the drafted Sale Agreement and Resolution. Each are uploaded in a Track Changes and Clean Copy version. The Clean Copies of each are approved as to form and correctness.

Please note, the Clerk of Court has begun to reject documents filed that are not in compliance with Section 695.26, Florida Statutes, requiring the addresses of witnesses for documents filed in the public records. Therefore, I have added address lines for the witnesses to the Grantee's signature on the Sale Agreement.

Please update your templates accordingly.

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

Thank you.
SH/mm

RESOLUTION NO. 24-R14

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS **1620 AVENUE E**, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Fort Pierce is the fee simple titleholder of real property commonly known as 1620 Avenue E, Fort Pierce, Florida (the "Real Property"); and

WHEREAS, at a City Commission meeting held on February 5, 2024, the City Commission approved the Planning Board's recommendation and declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public; and

WHEREAS, on October 27, 2023, and November 3, 2023, the City caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers, or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 2:30p.m. on November 13, 2023, and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package"); and

WHEREAS, on November 13, 2023, the bid period closed, and all bids received by the City were thereafter reviewed; and

WHEREAS, on February 5, 2024, Bid No. 2024-012, submitted by Sunrise City Concrete Services, Inc., whose address is 130 S Indian River Drive Suite 202 Fort Pierce, FL 34950 (the "Successful Bidder") in the amount of Three Thousand and no/100 Dollars ($3,000.00) ("Transfer Consideration") was determined by the City Commission to be the highest ranked successful bidder for the Real Property and authorized staff to begin negotiations; and

WHEREAS, the best interests of the public will be served by: (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a quitclaim deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement, and (iii) authorizing the City, officers, attorneys, and other agents of the City of Fort Pierce to do all things necessary to carry out the transactions contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

SECTION 2. The transfer of the Real Property to the Successful Bidder shall be conditioned upon the execution of the Surplus Property Sale Agreement for the Real Property, attached hereto as Exhibit “A” and incorporated by reference.

SECTION 3. The transfer of the Real Property to the Successful Bidder, including execution and delivery of quitclaim deeds conveying each property of the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to each property of the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement. The receipt of the Transfer Consideration by authorized officers and agents of the City at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies, if any, without further action by the City.

SECTION 4. The Mayor and the City Manager or any one of them, are hereby authorized to execute each quitclaim deed conveying the City’s interest in the Real Property to the Successful Bidder.

SECTION 5. Members of the City, the City Manager, officers, attorneys, and other agents of the City are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of the City is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extent of this Resolution.

SECTION 6. 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 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 8. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April 2024.

_____
LINDA HUDSON, Mayor

ATTEST

_____
LINDA W. COX
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
City Attorney

EXHIBIT “A”

SURPLUS PROPERTY SALE AGREEMENTS

1204 AVENUE E, FORT PIERCE, FLORIDA

SURPLUS PROPERTY
SALE AGREEMENT

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2024 by and between the **CITY OF FORT PIERCE**, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City") and **SUNRISE CITY CONCRETE SERVICES, INC**., whose address is 130 S. Indian River Drive Suite 202 Fort Pierce, FL 34950 ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City owns the real property ("Real Property") described as 1620 Avenue E, Fort Pierce, FL 34950 in the public records of St. Lucie County, Florida, Fort Pierce, Florida, St. Lucie County Property ID 2404-816-0003-000-2; and

WHEREAS, on February 5, 2024, the City Commission held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of $3,000.00 (the "Purchase Price") was authorized via Resolution No. 24-R14, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the City subject to the limitations and requirements of this Agreement; and

WHEREAS, the City desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City.

3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 3 bedroom, 2 bathroom single family home on the Real Property pursuant to and in conformity with their submitted Bid No. 2024-012 documents, attached as Exhibit A and incorporated herein by reference.

4. **DEVELOPMENT TIMELINE.**

   A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS** Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the

applicable jurisdiction, within 60 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

B. **COMMENCEMENT OF CONSTRUCTION**
Grantee shall commence construction within 30 calendar days of receiving the required approvals and building permits.

C. **CERTIFICATE OF OCCUPANCY**
Grantee shall obtain a Certificate of Occupancy within 8 months (of the issuance of required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include proof the building permit(s) was obtained, proof the Certificate of Occupancy was obtained, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.

6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.

7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The City may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.

8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the City in its sole discretion, the Purchase Price of the Real Property is forfeited to the City, no refund of the Purchase Price will be granted to Grantee, and Grantor, its successors, and its assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.

9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the City, and their officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to this Agreement. Nothing herein is intended to or shall be deemed a waiver of the

Sovereign Immunity provisions of Section 768.28, Florida Statutes.

10. **ASSIGNMENT.** If Grantee lists the Real Property for sale, the Grantee must notify the City of such listing within ten (10) calendar days of such listing. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the City no less than thirty (30) calendar days prior to the transfer of title to the Real Property. Further, the Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property. Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.

11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers. This Agreement may not be assigned without prior written consent of the City.

12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

GRANTEE:
Sunrise City Concrete Services, Inc
130 S. Indian River Drive Suite 202
Fort Pierce, FL 34950

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1

Fort Pierce, FL 34950

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded in the Public Records of St. Lucie County, Florida.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: _____

Print: _____

Date: _____

Address: _____

Sign: _____

Print: _____

Date: _____

Address: _____

GRANTEE:

Sign: _____

Print: _____

Date: _____

CITY OF FORT PIERCE :

Sign: _____

Linda Hudson, Mayor

Date: _____

Attest:

_____

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara K. Hedges, Esq.
City Attorney

City Commission Regular Meeting - 5:05 pm **13. d.**

Meeting Date: 04/01/2024

Re: 604 S. 6th Street - Surplus Property Sale Agreement & Resolution

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Resolution 24R-15 authorizing the execution of the sale and development agreement for 604 S. 6th Street.

SUMMARY:

The City of Fort Pierce is the owner of real property located at 604 S 6th Street, identified by Parcel ID: 2410-715-0010-000-3, with a legal description of: WOODBINE S/D LOT 10 (MAP 24/10F) (OR 3675-2391).

The property was declared surplus by the City on January 19, 2021, via Resolution 21R-10. The City Commission awarded the property on February 5, 2024, to JoeJohn McVey for the development of a 2 bedroom 1 bathroom single family home.
The purchase price is $15,000.00.

RECOMMENDATION:

Staff recommends approval to execute the Surplus Property Development Agreement for 604 S. 6th Street.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2024
Account: N/A
Amount: 15,000
OTHER INFORMATION:
Purchase price is $15,000

Attachments

RLS Memo 604 S 6th St
604 S 6th St Sale Agreement
604 S 6th St Resolution

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 02:52 PM
City Manager	Nick Mimms	03/20/2024 04:43 PM
City Manager	Nick Mimms	03/22/2024 10:35 AM
City Manager	Nick Mimms	03/22/2024 10:43 AM

Form Started By: Miriam Garcia Started On: 03/07/2024 12:09 PM
Final Approval Date: 03/22/2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MIRIAM GARCIA, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: 604 S. 6TH STREET - SURPLUS PROPERTY SALE AGREEMENT & RESOLUTION

CAO RLS FILE: RLS 24-92

DATE: MARCH 20, 2024

I have reviewed the above Request for Legal Services related to a sale of Surplus Property at 604 S. 6th Street. The draft Sale Agreement is approved as to form and correctness. I have made suggested changes to the Resolution. I have uploaded the Resolution in a Track Changes and Clean Copy version. The Clean Copy 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

SURPLUS PROPERTY
SALE AGREEMENT

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this ____day of _____, 2024 by and between the **CITY OF FORT PIERCE**, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City") and **JOEJOHN MCVEY**., whose address is 12425 ½ Short Avenue, Los Angeles, CA 90066 ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City owns the real property ("Real Property") described as 604 South 6th Street, in the public records of St. Lucie County, Florida, 34950, Fort Pierce, Florida, St. Lucie County Property ID 2410-715-0010-000-3; and

WHEREAS, on February 5, 2024, the City Commission held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of $15,000.00 (the "Purchase Price") was authorized via Resolution No. 24-R15, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the City subject to the limitations and requirements of this Agreement; and

WHEREAS, the City desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City.

3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 2 bedroom, 1 bathroom single family home on the Real Property pursuant to and in conformity with their submitted Bid No. 2024-010 documents, attached as Exhibit A and incorporated herein by reference.

4. **DEVELOPMENT TIMELINE.**

   A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS** Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the

applicable jurisdiction, within 195 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

B. **COMMENCEMENT OF CONSTRUCTION**
Grantee shall commence construction within 30 calendar days of receiving the required approvals and building permits.

C. **CERTIFICATE OF OCCUPANCY**
Grantee shall obtain a Certificate of Occupancy within 14 months of the issuance of required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include proof the building permit(s) was obtained, proof the Certificate of Occupancy was obtained, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.

6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.

7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The City may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.

8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the City in its sole discretion, the Purchase Price of the Real Property is forfeited to the City, no refund of the Purchase Price will be granted to Grantee, and Grantor, its successors, and its assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.

9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the City, and their officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to this Agreement. Nothing herein is intended to or shall be deemed a waiver of the

Sovereign Immunity provisions of Section 768.28, Florida Statutes.

10. **ASSIGNMENT.** If Grantee lists the Real Property for sale, the Grantee must notify the City of such listing within ten (10) calendar days of such listing. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the City no less than thirty (30) calendar days prior to the transfer of title to the Real Property. Further, the Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property. Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.

11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers. This Agreement may not be assigned without prior written consent of the City.

12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

GRANTEE:
JoeJohn McVey
12425 ½ Short Ave
Los Angeles, CA 90066

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1

Fort Pierce, FL 34950

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded in the Public Records of St. Lucie County, Florida.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: _____

Print: _____

Date: _____

Address: _____

Sign: _____

Print: _____

Date: _____

Address: _____

GRANTEE:

Sign: _____

Print: _____

Date: _____

CITY OF FORT PIERCE :

Sign: _____

Linda Hudson, Mayor

Date: _____

Attest:

_____

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara K. Hedges, Esq.
City Attorney

RESOLUTION NO. 24-R15

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS **604 SOUTH 6TH STREET**, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce is the fee simple titleholder of real property commonly known as 604 South 6th Street, Fort Pierce, Florida (the "Real Property"); and

WHEREAS, at a City Commission meeting held on February 5, 2024, the City Commission approved the Planning Board's recommendation and declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public; and

WHEREAS, on October 27, 2023, and November 3, 2023, the City caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers, or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 1:30p.m. on November 13, 2023, and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package"); and

WHEREAS, on November 13, 2023, the bid period closed, and all bids received by the City were thereafter reviewed; and

WHEREAS, on February 5, 2024, Bid No. 2024-010, submitted by JoeJohn McVey, Inc., whose address is 12425 ½ Short Avenue, Los Angeles, CA 90066 (the "Successful Bidder") in the amount of Fifteen Thousand and no/100 Dollars ($15,000.00) ("Transfer Consideration") was determined by the City Commission to be the highest ranked successful bidder for the Real Property and authorized staff to begin negotiations; and

WHEREAS, the best interests of the public will be served by: (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a quitclaim deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement, and (iii) authorizing the City, officers, attorneys, and other agents of the City of Fort Pierce to do all things necessary to carry out the transactions contemplated by this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

SECTION 2. The transfer of the Real Property to the Successful Bidder shall be conditioned upon the execution of the Surplus Property Sale Agreement for the Real Property, attached hereto as Exhibit “A” and incorporated by reference.

SECTION 3. The transfer of the Real Property to the Successful Bidder, including execution and delivery of quitclaim deeds conveying each property of the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to each property of the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement. The receipt of the Transfer Consideration by authorized officers and agents of the City at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies, if any, without further action by the City.

SECTION 4. The Mayor and the City Manager or any one of them, are hereby authorized to execute each quitclaim deed conveying the City’s interest in the Real Property to the Successful Bidder.

SECTION 5. Members of the City, the City Manager, officers, attorneys, and other agents of the City are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of the City is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extent of this Resolution.

SECTION 6. 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 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 8. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April 2024.

_____
LINDA HUDSON, Mayor

ATTEST

_____
LINDA W. COX
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
City Attorney

EXHIBIT “A”

SURPLUS PROPERTY SALE AGREEMENTS

706 NORTH 20TH STREET, FORT PIERCE, FLORIDA

City Commission Regular Meeting - 5:05 pm **13. e.**

Meeting Date: 04/01/2024

Re:

SUBJECT:

Resolution 24-R17 appointing a member to the Keep Fort Pierce Beautiful Board to fill an at-large vacancy.

SUMMARY:

Mr. Gus Guiterrez resigned his at-large seat leaving a vacancy with a term ending 8/20/2027.

RECOMMENDATION:

Select one of the applicants.

ALTERNATIVES:

Continue to seek applicant.

RESPONSIBLE STAFF:

Linda Cox, City Clerk

COORDINATED WITH:

Communications Division

Attachments

24-R17
Renella Mitchell
Wesley Sands, Jr.
William Walton
Ballots

Form Review

Form Started By: Linda Cox Started On: 03/07/2024 08:36 AM
Final Approval Date: 03/19/2024

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Keep Fort Pierce Beautiful Board

Name: Renella Mitchell	Phone: 914563-7325
Home Address: City/Zip Code: 230 Peacock Street	How long at this address? 6

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: Surgical Technologist / Retired

Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No

If yes, list the address and nature of said business:
Mobile Notary/Legal Services
230 Peacock Street
Fort Pierce FLA 34982

Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No

If yes, in what capacity?
full capacity

Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No

If yes, state the business and location:
The Mitchell Group
230 Peacock Street
Fort Pierce FLA 34982

Do you have special training or knowledge in the area of:

Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No

Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other:

Describe your education, background, training and knowledge – (feel free to attach a resume):

Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No

If yes, please specify:
Park Advisory Committee

Have you ever been convicted of a felony? ☐ Yes ☒ No

If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Charlene Adair Applicant Email Address: Rmitchell10502@Yahoo.com

Date: 02/02/2024 Applicant's Signature Renella Mitchell

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: BEAUTIFICATION PLANNING BOARD

Name: WESLEY A. SANDS JR.	Phone: 310-210-8313
Home Address: City/Zip Code: 309 SOUTH 23RD ST. FT. PIERCE, FL 34950	How long at this address? 3.5 YRS
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: RETIRED ARMY (2020)	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No If yes, in what capacity? SECURITY, PLANNING & LOGISTICS	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☒ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): FAMU - CRIMINAL JUSTICE / POLITICAL SCIENCE - FMU - MASTERS BUSINESS ADMIN MILITARY POLICE OFFICER (MAJOR) PLANNED TRAINING FOR 17 AFRICAN COUNTRIES GREEN BELT - LEAN SIX SIGMA	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: ARNOLD GAINES	Applicant Email Address: WESSANDS@GMAIL.COM
Date: 7 FEB 2024	Applicant's Signature Wesley Sands

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Keep Fort Pierce Beautiful

Name: William Walton	Phone: 772-252-1865
Home Address: 207 Manatee Lane Apt. B, Ft. City/Zip Code:	How long at this address? 1 year +

Are you a citizen of the United States? ■ Yes ☐ No

Occupation: Renewable Energy Sales

Do you own a business that operates within the City of Fort Pierce? ■ Yes ☐ No

If yes, list the address and nature of said business:

Willpower, LLC
2301 Okeechobee Rd. #50
Ft. Pierce, FL 34950-6554

Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ■ No

If yes, in what capacity?

Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No

If yes, state the business and location:

Willpower, LLC
2301 Okeechobee Rd. #50
Ft. Pierce, FL 34950-6554

Do you have special training or knowledge in the area of:

Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ■ Yes ☐ No
Contracting: ☐ Yes ☐ No Land Development: ■ Yes ☐ No Other:

Describe your education, background, training and knowledge – (feel free to attach a resume):

AA-Computer Science; Former IBM Global Business Service Security Consultant; Former Green Board Member X2 Dania Beach, FL; Former private nursery owner, Dania Beach, FL...

Are you currently a member of a Commission-appointed board/committee? ☐ Yes ■ No

If yes, please specify:

Have you ever been convicted of a felony? ☐ Yes ■ No

If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Sunrise City News	Applicant Email Address: ww.ecosol@gmail.com
Date: 02/0//2024	Applicant's Signature William Walton

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

Keep Fort Pierce Beautiful Ballot – April 2024

One at-large member.

~~Renella Mitchell~~

Wesley Sands, Jr.

William Walton

First Choice: Wesley Sands Jr. (1 pts)

Submitted by: A. Gaines

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

Keep Fort Pierce Beautiful Ballot – April 2024

One at-large member.

Renella Mitchell

Wesley Sands, Jr.

William Walton

First Choice: Renella Mitchell (1 pts)

Submitted by: ~~Wesley Sands Jr~~
Curtis Johnson

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

Keep Fort Pierce Beautiful Ballot – April 2024

One at-large member.

Renella Mitchell

Wesley Sands, Jr.

William Walton

First Choice: RENELLA MITCHELL (1 pts)

Submitted by: J. JOHNSON

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

Keep Fort Pierce Beautiful Ballot – April 2024

One at-large member.

Renella Mitchell

Wesley Sands, Jr.

William Walton

First Choice: Renella Mitchell _____(1 pts)

Submitted by: Linda Hudson _____

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

Keep Fort Pierce Beautiful Ballot – April 2024

One at-large member.

Renella Mitchell

Wesley Sands, Jr.

William Walton

First Choice: RENELLA MITCHELL (1 pts)

Submitted by: M. BRUSARICA

City Commission Regular Meeting - 5:05 pm **13. f.**

Meeting Date: 04/01/2024

Re: 133 N 10th St - Surplus Property Deadline Extension Request

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Resolution 24-R20 addressing a request for an extension to comply with the terms of the Quit Claim Deed for 133 N 10th Street.

SUMMARY:

City-owned surplus property located at 133 N 10th Street was sold to John D. Bess & Brenda V. Smith for $13,100.00 on March 29, 2022, with a deed restriction indicating that the grantee was required to commence the improvements on the property within twenty-four (24) months. The grantees were not able to meet that deadline and are requesting a 120-day extension to allow them to meet the deed requirement.

Their contractor, United Construction Company of Florida, submitted their building permit and is in the final stages of approval. The contractor is prepared to begin construction within one week of receiving the building permit.

RECOMMENDATION:

Staff will proceed as directed by the City Commission.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Miriam Garcia, Redevopment Specialist

COORDINATED WITH:

Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	2024
Account:	N/A
Amount:	0

OTHER INFORMATION:

N/A

Attachments

24-R20

133 N 10th St QC Deed
Extension Request Letter/Plan Review
Email
City Attorney Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 02:52 PM
City Manager	Nick Mimms	03/20/2024 04:44 PM
City Manager	Nick Mimms	03/20/2024 05:02 PM

Form Started By: Miriam Garcia
Started On: 03/07/2024 01:24 PM
Final Approval Date: 03/20/2024

RESOLUTION 24-R20

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, MAKING A DETERMINATION REGARDING **THE REQUEST OF JOHN D. BESS AND BRENDA V. SMITH. FOR AN EXTENSION OF TIME TO COMPLY WITH TERMS OF A QUIT CLAIM DEED FOR 133 N 10TH STREET**, FORT PIERCE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce awarded Bid 2021-025 to John D. Bess and Brenda V. Smith for the sale of property located at 133 N 10th Street, Parcel ID 2409-513-0010-000-9 (hereinafter "the Property); and

WHEREAS, by Quit Claim Deed dated March 29, 2022, and recorded with the St. Lucie County Clerk of Court in File No. 5032981, the City of Fort Pierce transferred the Property to John D Bess and Brenda V. Smith subject to certain conditions, including the requirement commencing the improvements within twenty-four (24) months from the date of the deed; and

WHEREAS, in the event John D. Bess and Brenda V. Smith did not commence the improvements within the twenty-four (24) months from the date of the deed, the City retained the right to re-enter the property and ownership of the property shall revert to the City; and

WHEREAS, John D. Bess and Brenda V. Smith has retained general contractor United Construction Company of Florida Inc.; and

WHEREAS, John D. Bess and Brenda V. Smith received the certified completed survey of the property; and

WHEREAS, John D. Bess and Brenda V. Smith are requesting an additional 120 days to commence the improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City Commission hereby makes the following determination in response to the request:

☐ The request for an additional extension of 120 days in which to commence the improvements in compliance with the terms of the Quit Claim Deed is hereby approved, with a new deadline of July 30, 2024; **OR**

☐ The request for an additional extension is hereby denied, and staff is directed to take the necessary steps to re-enter the property and cause the property to be reverted to the City pursuant to the terms of the Quit Claim Deed;

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 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 resolution in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall become effective immediately upon its passage and adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April, 2024.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5032981 OR BOOK 4817 PAGE 1555, Recorded 05/02/2022 10:44:02 AM Doc
Tax: $91.70

This instrument prepared by:
Tyson Waters, Esq.
Fox McCluskey Bush Robison, PLLC
3461 SE Willoughby Blvd.
Stuart, Florida 34994
File Number: CI57S05

Parcel I.D. No. 2409-513-0010-000-9
Consideration: $13,100.00

QUIT-CLAIM DEED

(THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION)

THIS QUIT-CLAIM DEED is executed this 29th day of March, 2022, by the **CITY OF FORT PIERCE,** a Florida municipal corporation, having an address of 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("**Grantor**"), to **BRENDA V. SMITH AND JOHN D. BESS, as Joint Tenants with Right of Survivorship** (collectively "**Grantee**"), having an address of 5525 16th Street, NW, Washington, DC 20011.

WITNESSETH:

For and in consideration of the sum of ten dollars ($10.00) paid by Grantee to Grantor, and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby remise, release, and quitclaim unto the said Grantee, all that certain piece, parcel or tract of land lying and being in the County of St. Lucie, State of Florida, more particularly described as follows:

SEE ATTACHED EXHIBIT A (the "**Property**").

NOTWITHSTANDING THE FOREGOING, pursuant to that certain City of Fort Pierce Bid No. 2021-025, by and between Grantor and Grantee (a copy of which is on file with the City Clerk), if Grantee fails to commence the improvements as described therein in compliance with the Code of Ordinances of the City of Fort Pierce within twenty-four (24) months from the date hereof, then Grantor, its successors and assigns, shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee forever; subject to reservations, easements, covenants, restrictions, and limitations of record and all existing public utilities, encroachments, ways, and servitudes howsoever

created.

THIS QUIT-CLAIM DEED is subject to all matters and encumbrances of public records, including but not limited to easements and other interests of the Grantor or other third parties which may touch and concern the Property.

AND Grantor hereby releases all right, title, and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the said Property, and Grantor hereby releases all privileges and rights of entry and all privileges which Grantor may have to mine and develop the same under Section 270.11, Florida Statutes.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its undersigned, all in pursuance of due and lawful authority, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print: Latoya Ransom

Print: Brittany Meredith

CITY OF FORT PIERCE,
a Florida municipal corporation

By: Linda Hudson
Name: Linda Hudson
Title: Mayor

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 29th day of March, 2022, by Linda Hudson, as Mayor of the City of Fort Pierce, Florida, who is personally known to me or has produced _____ as identification.

[NOTARY SEAL]

Linda W. Cox
Print Name: _____
Notary Public, State of Florida
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

EXHIBIT A
(The Property)

Lot 2, Block 3, Fairmaur, according to the plat thereof, as recorded in Plat Book 3, Page 49, of the Public Records of St. Lucie County, Florida

March 2, 2024

Request for City Commission to Review and Consider Extension of Time to complete New Single Home Construction at:
133 N 10th Street.

Mayor Linda Hudson, City of Fort Pierce
Fort Pierce City Hall
100 N US 1
Fort Pierce, Florida 34950

Dear Mayor Hudson,

Pursuant to City of Fort Pierce Resolution No. 21-R57, John D. Bess and Brenda V. Smith (husband and wife) were awarded as Successful Bidders, the property at 133 North 10th Street. The Commission conditioned the determination and award upon commencing improvements on the property within twenty-four (24) months of the execution of the deed. The Quit-Claim Deed was executed on March 29, 2022.

Since being awarded the property we have moved aggressively to complete construction of our home at 133 N. 10th Street. After consideration and research we selected a 1,300 sq. ft., prefabricated steel constructed, single family home manufactured by Steel Homes Modular, in Opa-Locka, Florida.

In spite of our diligent efforts to complete the project, we may not be able to commence construction on the property by March 29, 2024. For the following reasons, we respectfully request a reasonable extension to commence construction on the project at 133 North 10th Street.

At present, we are in the final stages of approval for the building permit to proceed with construction. We expect final permit approval within the next few weeks. Our retained general contractor informs us that his company is prepared to begin construction of the foundation within one (1) week of receiving the

building permit. The contractor and SteelHomes has assured us that continuous construction on the project will continue with priority, thereafter.

Detailed below is an outline of actions we have taken to construct our home at 133 North 10th Street:

Development of Project at 133 N 10th Street, FP

Date	Activity	Vendor
6/22 -11/22	**Researched which housing model would be the best value and fit for 133 N. 10th**	
1/23	**Selected SteelHomes modular construction. Met with representative in Opa-Locka, FL 33054**	Yuri Ynigo, Agent (786) 282-9947 YURI@steelhomes.us
2/23/23	**Retained independent contractor Agent to manage construction activity**	Shaw Development, Corp. Indya Minnis (786) 560-0598
2/23/23	**Made deposit with SteelHomes, US Expected delivery on the steel modular home 12/23/22, conditioned upon approved foundation construction.**	SteelHomes Modular, Opa-Locka, FL 33054 Jennifer Valentin, Client Service Rep. cs@steelhomes.us (305) 432-3006
2/23/23	**Retained general contractor to provide construction, coordination of structural components, submit application for building permits. Contractor will deliver project to homeowner in turnkey condition.**	United Construction Company of Florida (UCC) Jose Vina, President (305) 842-1787 josevina@ucc-fl.com UCC approved by City of Fort Pierce, to perform work in FP
2/23/23	**Certified survey of lot 133 N. 10th completed**	Indian River Survey, Inc. (772) 569-7880 Registered Land Surveyor Thomas W. Gritton # LS7347
4/23/23	**Presentation of intent to build presented to Fort Pierce, Planning Department** **Plan to build received an acknowledgement of approval**	Meeting lead by Kev Freeman, Planning Director (772) 467-3730 kfreeman@cityoffortpierce.com

Date	Activity	Vendor
5/23/23	**Application for Building Permit submitted to FP Building Department. Application approval expected within 30 days.**	FP Building Department
11/15/23	**Plan Review Comments from Building Department detailing further requirements to complete the application**	FP Building Department Anthony Jetmore (Inspector/Investigator) ajetmore@cityoffortpierce.com (see comments attached)
11/15/23 - 1/15/24	**Unsuccessful efforts to engage an architect and construction engineer to develop plans to satisfy 11/15/23 FP Building Department Comments.**	
2/19/24	**Retained MBV Engineering, Inc. to complete structural and environmental drainage design on the project**	MBV Engineering, (772) 569-0035, Aaron Bowles, P.E. Senior Vice President.

As outlined above, we have been moving forward diligently with the project. When faced with delays, we have sought and received unfailing guidance and assistance from City of Fort Pierce staff. We believe that once the structural and environmental drainage designs are approved, and the final building permit is received, the project will move forward smoothly and completed within a few months.

Accordingly, we respectfully request a reasonable extension to commence construction on the project at 133 North 10th Street.

Thank you,

John D. Bess

Brenda V. Smith

Attached:

- Building Department, Plan Review Comments
- Exterior and interior model of the planned home at 133 North 10th Street.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

PLAN REVIEW COMMENTS

REVIEW FOR COMPLETENESS ☒ APPROVED ☐ REJECTED

TECHNICAL CODE REVIEW ☐ APPROVED ☒ REJECTED

DPCR REVISION APPROVAL IS REQUIRED PRIOR TO SUBMITTING A REVISION TO THE BUILDING PERMIT: YES ☐ NO ☐

DATE: 11-15-23
PERMIT #: 23-4396
OWNER: JOHN BESS
CONTRACTOR: UNITED CONSTRUCTION
PROJECT ADDRESS: 133 N 10 TH ST

Effective October 1, 2021:
If your project went through Development Permit Compliance Review (DPCR), all revision shall be submitted for DPCR review prior to being re-submitted under the building permit. Do not submit revisions until all review comments are addressed (No piecemeal will be accepted).

Revisions: A Narrative and /or Cover Letter from the Architect/Engineer addressing each revision shall accompany all revisions submitted for plan review. The Narrative and/or Cover letter must:

- **Answer each plan review comment.**
- **Indicate the sheet that the revision is on.**
- **The revised sheets that are re-submitted for plan review must have the revisions clouded**

Please provide site drainage plan. 107.2 FBC 2020
Please provide Drainage Plan that conforms with fort pierce ordinance 103-203.
regulation of stormwater run-off; required slope. ... (b) All construction shall be so designed and constructed so that the diversion of post development stormwater runoff and other surface waters shall not result in flooding or damage to adjacent properties.

Please put on the plan that it conforms with fort pierce ordinance 103-203.
The design professional submitting the drainage plan shall provide an as-built certification stating "I certify that the construction has been completed to the approved design and has been constructed so that the diversion of post development stormwater runoff and other surface waters shall not result in flooding or damage to adjacent properties, in accordance with Section 103-203(b) of the City of Fort Pierce Code of Ordinances" is required prior to building final. Minimum floor grade for residential buildings shall be 16 inches for slab construction and 24 inches for wood floor construction above the crown of the road grade. Commercial or industrial buildings shall be five inches above the sidewalk or crown of the road grade, unless satisfactory drainage, natural or mechanical, is provided.

Please provide specific foundation plans and remove any information that is not specific to this installation. 107.2 FBC 2020

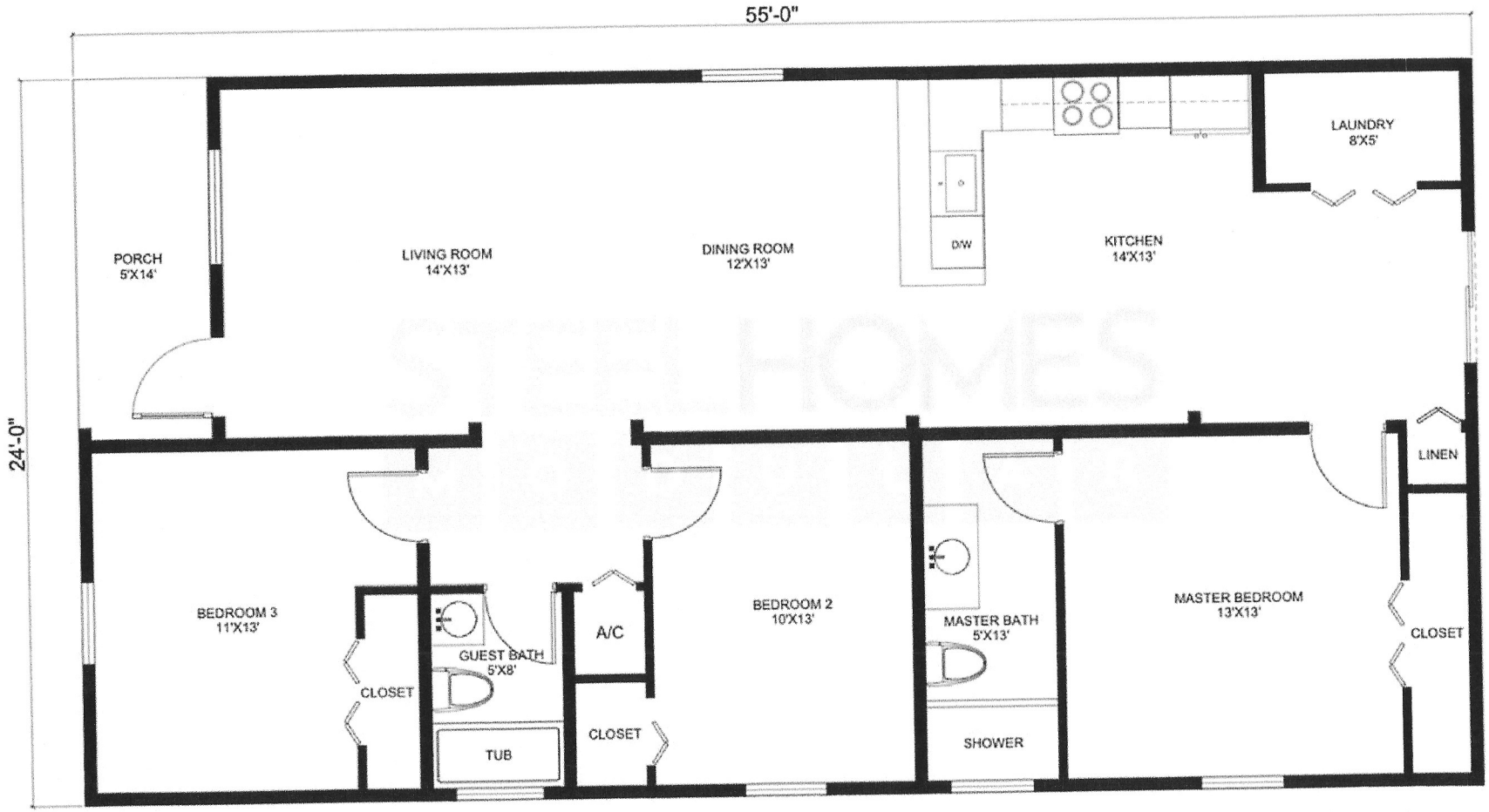
Please provide a Specific list of items that was not be done at factory. (car port, ect) Please remove all items from plans that is not specific to proposed permit.

Reviewed/Signed By: _Anthony Jetmore_ 772-882-5078

REVISION FEES ARE REQUIRED AT THE TIME OF SUBMISSION AS FOLLOWS:



SUNFLOWER
28' x 50' | 1,400 SQFT



This is our most popular model. This single family house comes in four different sizes: 1,200 sqft | 1,300 sqft | 1,400 sqft | 1,540 sqft

Model Features:

- Optional 13' x 20' Carport
- 3 bedrooms and 2 full bathrooms
- Full kitchen
- Impact windows and doors
- Central A/C duct system
- LED Lights
- Tankless water heater
- Utility room
- Connections for washer and dryer
- Florida State Approved

From: jbess <jdbess@aol.com>
Sent: Tuesday, March 5, 2024 10:17 PM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Re: 133 N 10th St Update

You don't often get email from jdbess@aol.com. Learn why this is important

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. .

Ms. Miriam, 90 days in reasonable, however, I feel I should ask for an extension of 120 days (just to be safe). Answer: 120 day extension.
Thank you,
John D. Bess

On Tuesday, March 5, 2024 at 05:12:34 PM EST, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:

Good afternoon, Mr. Bess,

I have received your request. I have also been informed I have to prepare a resolution that needs to be reviewed by the City Attorney before it is placed on the City Commission agenda. Therefore, the meeting date will be April 1 at 5pm at City Hall Commission Chambers.

In the resolution that I must prepare, I must indicate the number of days of your extension request. Are you requesting, 90, 120, 150, or 180 additional days?

Please provide a response so that we can send this request to our City Attorney for her review.

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist

City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
Office: 772-467-3786

mgarcia@cityoffortpierce.com

From: jbess <jdbess@aol.com>
Sent: Monday, March 4, 2024 12:28 PM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Re: 133 N 10th St Update

You don't often get email from jdbess@aol.com. Learn why this is important

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. .

Ms. Garcia, Attached find our letter of request to the Fort Pierce City Commission, for an extension of time to complete our project at 133 N. 10th Street. Per our earlier conversation, I understand that our request for an extension has been placed for review before the City Commision on, Monday, March 18, 2024. Both my wife and I expect to be present at the meeting. (What time) Please confirm receipt of this request for an extension of time; and the schedule for appearance before City Commision on March 18th.

Thank you for your assistance in this matter, John Bess

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: MIRIAM GARCIA, REDEVELOPMENT SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: RESOLUTION RE EXTENSION OF TIME FOR 133 N 10TH ST

CAO RLS FILE: RLS 24-91

DATE: MARCH 20, 2024

I have reviewed the above Request for Legal Services (RLS) related to Resolution regarding the extension request at 133 N. 10th Street to commence improvements.

I have made suggested changes to the Resolution. Such has been uploaded in a Track Changes and Clean Copy version. The Clean Copy is approved as to form and correctness.

Please note, April 1, 2024 was prefilled for the approval date. If this Resolution is to be placed on a different City Commission agenda, you will need to change the date to the appropriate meeting date.

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 **13. g.**

Meeting Date: 04/01/2024

Re: FY 2023 Final Budget Amendment for Grant Funds: CDBG, SHIP, and Grant Administration

Submitted For: Johnna Morris, Finance Director, Finance Department

SUBJECT:

Resolution 24-R21 approving the FY 2023 Final Budget Amendment for Grant Funds.

SUMMARY:

The Grant Funds: CDBG, SHIP, and Grant Administration are being amended to adjust the budgeted revenues and expenditures to the actual figures.

RECOMMENDATION:

City Commission approve the budget amendment.

ALTERNATIVES:

Staff shall proceed as directed by the City Commission

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

NA

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2023

OTHER INFORMATION:

Final Budget Amendment

Attachments

24-R21

Exhibit A

RLS Approval

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	03/20/2024 02:58 PM

Form Started By: Johnna Morris Started On: 03/20/2024 01:00 PM

Final Approval Date: 03/20/2024

RESOLUTION NO. 24-R21

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE **FINAL BUDGET AMENDMENT FOR CITY OF FORT PIERCE GRANT FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2022 AND ENDING SEPTEMBER 30, 2023**; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, each year the City undergoes an audit of its financial accounts which results in the need for a budget amendment to adjust budgeted revenues and expenditures to final actual figures with in accordance with section 166.241(8)(c), Florida Statutes.

NOW THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The approved budget of city grant funds, specifically CDBG, SHIP, and Grants Administration, are being amended to adjust the budgeted revenues and expenditures to the final actual figures; said amendments for the three funds are attached hereto as Exhibit A.

SECTION 2. This Resolution shall be effective immediately upon final adoption by the City Commission.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April, 2024.

_____
Linda Hudson, Mayor Commissioner

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

APPROVED AS TO FORM
AND CORRECTNESS

_____
Sara K. Hedges, City Attorney

City of Fort Pierce
Community Development Block Grant
Final Budget Amendment
Fiscal Year 2022-2023

	Fund 103 - CDBG Operating Revenues	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase Decrease***
	Inter-Government Revenue	541,184	54,832		596,016	10.13%
	Program Income	0			0	0.00%
	Miscellaneous Revenues	5,500		4,940	560	89.82%
	Transfers	60,000			60,000	0.00%
(1)	*Prior Year Revenue*	470,704		213,005	257,699	45.25%
	Totals	**1,077,388**	**54,832**	**217,945**	**914,275**	**15.14%**

	Fund 103 - CDBG Operating Expenditures	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase Decrease***
	Personnel Services	426,196		66,993	359,203	15.72%
	Operating Expenditures	55,850		14,792	41,058	26.49%
	Capital Outlay	0			0	0.00%
(2)	*Other Programs & Projects*	595,342		81,328	514,014	13.66%
	Totals	**1,077,388**	**0**	**163,113**	**914,275**	**15.14%**

MAJOR CHANGES

(1) Decreased fund balance allocation due to delayed projects
(2) Projects encumbered but delayed.

City of Fort Pierce

SHIP

Final Budget Amendment

Fiscal Year 2022-2023

	Fund 105 - SHIP Operating Revenues	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase Decrease***
(2)	*Inter-Government Revenue*	460,127		82,572	377,555	17.95%
(1)	*Program Income*	0			0	0.00%
	Miscellaneous Revenue	1,100		666	434	60.55%
(3)	*Fund Balance*	0	151,661		151,661	0.00%
	Totals	**461,227**	**151,661**	**83,238**	**529,650**	**14.83%**

	Fund 105 - SHIP Operating Expenditures	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase Decrease***
	Operating Expenditures	46,013		39,525	6,488	85.90%
(3)	*Programs & Projects*	415,214	107,948		523,162	0.00%
	Total Exp. and Fund Balance	**461,227**	**107,948**	**39,525**	**529,650**	**14.83%**

(1)

(2) Delay in Awarded Allocation

(3) Prior year emcumbered projects completed resulted in fund balance allocation increasing and funds used from fund balance

City of Fort Pierce
Grant Administration
Final Budget Amendment
Fiscal Year 2022-2023

Fund 106 -Grant Administration ***Operating Revenues***	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase Decrease***
Inter-Government Revenue	0			0	0.00%
Program Income	0	16,244		16,244	0.00%
Miscellaneous Revenues	2,500		2,199	301	87.96%
Interfund Transfer	0			0	0.00%
Fund Balance	429,385		429,385	0	100.00%
Totals	**431,885**	**16,244**	**431,584**	**16,545**	**96.17%**

Fund 106 -Grant Administration ***Operating Expenditures***	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Increase Decrease***
Personnel Services	0			0	0.00%
Operating Expenditures	2,500		2,500	0	100.00%
Capital	0			0	0.00%
Programs and Projects	429,385		429,385	0	100.00%
Interfund Transfer	0	16,545		16,545	0.00%
Totals Expenses	**431,885**	**16,545**	**431,885**	**16,545**	**96.17%**

MAJOR CHANGES IN BUDGET

Emcumbered Projects delayed

Fund Balance not used

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: LINDA COX, CITY CLERK

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: GRANTS DEPARTMENT FINAL BUDGET AMENDMENT

CAO RLS FILE: RLS 24-114

DATE: MARCH 22, 2024

I have reviewed the above Request for Legal Services (RLS). Please change the statutory reference to read as follows: "in accordance with section 166.241(8)(c), Florida Statutes."

The Resolution is then 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 **13. h.**

Meeting Date: 04/01/2024

Re: AHAC

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Resolution 24-R23 appointing members to the Affordable Housing Advisory Committee (AHAC)

SUMMARY:

Caleta Scott and Rafael Sanchez resigned from the AHAC creating vacancies in the categories of advocate for low-income persons and essential services personnel. The recommended appointments of Erin O'Brien and Trevor Banks, Jr. are the only applications received that meet the criteria for the open spots.

RECOMMENDATION:

Appoint Erin O'Brien and Trevor Banks, Jr. as suggested in the resolution.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Communications

Fiscal Impact

OTHER INFORMATION:

no fiscal impact.

Attachments

24-R23

Banks, Trevor (low income advocate)

O'Brien, Erin (Essential Services Personnel)

Form Review

Form Started By: Linda Cox Started On: 03/20/2024 05:07 PM

Final Approval Date: 03/20/2024

RESOLUTION NO. 24-R23

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE AFFORDABLE HOUSING 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 Affordable Housing Advisory Committee pursuant to Sec. 103-373 of the Fort Pierce Code of Ordinances; said terms to commence upon adoption of this resolution and to expire January 2, 2025, or when a successor has been duly appointed.

Name	Represents
Trevor Banks, Jr.	Advocate for Low-Income Persons
(filling unexpired term of Caleta Scott)	
Erin O'Brien	Essential Services Personnel Representative
(filling unexpired term of Rafael Sanchez)	

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April, 2024.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES, CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? ☐ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☐ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☐ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☐ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

TREVOR BANKS JR.

EDUCATION

SHAWNEE STATE UNIVERSITY-BACHELOR OF SCIENCE IN SPORT MANAGEMENT
2010 - 2016

- Basketball team captain
- Champions of Character Award
- Second Team all-conference

WORK EXPERIENCE

CEO-RESURRECTION LIFE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION
2022-Present

- Lead developer
- Raises capital for development initiatives
- Develops local public, private partnership opportunities
- Establishes critical path and timeline for each project
- Leverages capital for mixed-use development

RESURRECTION LIFE FAMILY WORSHIP CENTER - COO
2014–2022

- Manages volunteers (80)
- Develops systems for infrastructure
- Builds out and oversees the strategic plan

BOARD MEMBER-ALLEGANY FRANCISCAN MINISTRIES
2016–2023

- Develop strategic plan, as a part of a collective team, for community impact with $3 million budget allocation.
- Facilitates community engagement in accordance with mission and vision

Trevor Banks Jr is currently the CEO of Resurrection Life CECD whose main objective is to ignite transformation through attainable housing, education, workforce development and community wellness.

Mr. Banks currently spearheads two groundbreaking initiatives centered around public-private partnerships and faith-based relationships, poised to deliver 800 units of mixed-use and income housing in Fort Pierce, FL.

The scope of the faith-based and public-private initiatives include two churches, two charter schools, a community health clinic, a teen tech center and marketing agency, fitness center, as well as retail space catering to local, regional, and national businesses.

At the heart of these initiatives is Embassy Village which consists of three expansive 31,000 +/- square foot domes, each housing a comprehensive array of amenities. Embassy Village includes a health and wellness community center, a cutting-edge business incubator offering entrepreneurship start-up training and accommodations for over 20 small businesses, a 90 key Hilton hotel and more.

Trevor has meticulously assembled a team of over 150 seasoned professionals in commercial real estate and affordable housing, featuring expertise in co-development, construction management, legal counsel, land planning, and architecture and design. His strategic leadership and collaborative approach ensure the success and impact of these transformative initiatives.

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: AHAC

Name: ERIN O'BRIEN	Phone: 954-667-4976
Home Address: 708 S. 9th Street, Ft Pierce, FL 34950 City/Zip Code:	How long at this address? July 2022
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: DIRECTOR OF OPERATIONS	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ■ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ■ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No If yes, state the business and location: REMNANT CONSTUCTION, LLC 201 S. 2ND STREET #100 FT PIERCE, FL 34950	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ■ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ■ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): BACHELORS DEGREE IN CIVIL ENGINEERING WORKED IN CONSTRUCTION SINCE 2000	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ■ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ■ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: LESLIE OLSON	Applicant Email Address: eobrien101@gmail.com
Date: 3/18/24	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting - 5:05 pm **15. a.**

Meeting Date: 04/01/2024

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Form Review

Form Started By: Jennifer Robinson Started On: 03/22/2024 03:48 PM

Final Approval Date: 03/22/2024

CITY MANAGER'S REPORT



FORT PIERCE, FL
THE SUNRISE CITY

APRIL 2024



CONTENTS

4 Keep Fort Pierce Beautiful

6 Indian Hills Golf Course

8 A Dog Named Rain

10 SeeClickFix Monthly Summary

11 Planning Determinations

12 13 Police Officers Promoted

13 City Marina

14 Building Activities

18 Sunrise Theatre

19 Tip A Cop

20 City Project Updates

24 10 Police Officers Sworn In

26 New Businesses

27 Upcoming Events/River Walk Center







KEEP FORT PIERCE BEAUTIFUL

GREAT AMERICAN CLEANUP

The Great American Cleanup and Arbor Day Celebration this year was hosted by the Keep Fort Pierce Beautiful Board, the Public Works Department, Fort Pierce Utilities Authority, the Manatee Center, and the City Commission.

This year's event was a huge success for the City of Fort Pierce! The event check-in and registration was set up at the Manatee Center, a new location with better visibility to the public. Over 400 volunteers of all ages participated in cleanup of litter on the waterfronts, downtown, canals, parks, and your local neighborhoods. UESI Underwater Engineering Services sent out a dive team to help recover litter underwater along the shoreline.

With the help of these volunteers, organizations, City employees and Fort Pierce Solid Waste we collected over 14 thousand pounds of litter and debris. Please give yourself a big round of applause. In addition, the City planted 30 new trees in two of our roundabouts in the city in recognition of Arbor Day.



The focus of this effort was litter – the paper, plastic, bottles, cans, diapers, and personal property carelessly disposed of that clutters our community public areas and neighborhoods. Every state, county and city shares the problem of litter within their limits. None are litter free and it is a constant battle. All seek ways to stop litter in their communities.

It takes the whole community to truly address our litter issues. Enforcement of regulations, publicity, and convenient disposal sites can slow it down. But the neighborhoods and volunteers personally addressing these issues will raise awareness in the community and show our visitors that we care and take pride in the place we live.

So please be part of the solution by volunteering to keep our beautiful home litter free!

Benefits of Volunteering:

- ✓ Connects you with others.
- ✓ New Friends and Contacts.
- ✓ Volunteering as a family. Children watch everything that you do.
- ✓ Increases your social and relationship skills.
- ✓ Happiness effects on your health.
- ✓ Provide career experience.
- ✓ Teach you job skills.
- ✓ Fun and fulfilment to your life.

Thank you all who participated for your time and dedication to our cause. Your support to Keep Fort Pierce Beautiful touches the whole community and our valued visitors.



Indian Hills Golf Course

We have had a GREAT start to our fiscal year!! Through March, we will be more than 4,000 rounds above last year through the same six-month period. In conjunction with the increased rounds, our Revenues are more than $200,000 over last year for the same six month stretch. Our turf doctor has been instrumental in our success and now that it looks like we will be getting some warmer weather, we will again begin to aggressively grow grass. In keeping with the same agronomy programs, we should have almost a complete and healthy stand of turf through the entire course at the end of the coming summer. As the turf quality and health improves, that will begin to choke out many of the weeds that have been an issue through the recent years.

With some cooperative weather we are optimistic we will have a steady summer, as a few local courses will be closed for various maintenance projects. We are also looking forward to hosting a few group outings in the coming months. We will be the host site for the Sunrise Kiwanis' Annual Shoot-Out in late April as well as a Women's Challenge Cup and two Charity fundraisers in June.

We pride ourselves on our customer service as well as being warm and welcoming to all players!
We provide a fun and relaxed environment for players of all ages and skill levels. Our pace of play has been unmatched locally as we regularly are at, or UNDER, a 4-hour round of golf on even our busiest days.

Word of mouth is our greatest form of advertising, so we ask if you've played here and enjoyed the changes we're making, please tell a friend….or two! If there's something we can improve upon…tell US so we can keep getting better! We thank all of our members and guests for their support, and we ask that you please "Like" and "Follow Us" on Facebook or Instagram to see almost daily updates on the golf course and our ongoing maintenance projects.

Monthly Sales Report

	JANUARY 2024	FEBRUARY 2024
Golf Rounds	4,841	4,889
Golf Fees	$150,332.33	$149,836.91
Range Tokens	$4,982.21	$6,176.28
Membership Fees	$11,091.57	$4,258.72
Food & Beverages	$11,494.51	$9,878.12
Merchandise	$7,509.36	$5,320.84
TOTAL	**$185,409.98**	**$175,470.87**



A Dog Named Rain – A Love Story...

A white Husky was picked up by Animal Control after being hit by a car and rushed to the Veterinary Medical Center. He required surgery to save his leg. Thanks to donations to our HOPE Foundation, he received the surgery at VCA/Tri-County Animal Hospital. Unfortunately, the surgery was not successful, and it was quickly determined that to save Rain's life, he would need to have his leg amputated.

Sierra Worth, a groomer for VCA, met Rain while he was there for his first surgery and instantly fell in love. She knew Rain would need to be in a home environment to heal safely and fully, so agreed to be his Foster Mom. Rain stayed with Sierra both before and after his surgery and she was able to help him with the love and care he needed during this time.

Learning to be a "tripod" takes some time and adjustment. Being able to have this adjustment time under the care of a foster instead of at the Adoption Center is why Rain is such a success story. He was given the chance to heal without risking any other illnesses, without the high level of stress often found in a shelter environment, and

his Foster Mom helped him exercise with trips to the Farmers Market and walking around downtown.

Enter FPAAC's partner, Husky Haven. Operations Manager Summer Rulapaugh reached out to them because a record number of 8 Huskies were in residence at the center, including our story's Hero – Rain. Enter Elizabeth Bussler (our Heroine) who came to do an assessment of all the huskies and fell in love with Rain. Shortly after, Foster Mom Sierra met with Mom-to-Be Elizabeth and Rain's new sister at the FPAAC and as they say….they are now living happily ever after! Sierra still gets to see Rain when she "dog sits" for him occasionally.

The moral of this story – being a foster is so very important in the lives of the animals that go through the Animal Adoption Center, many of which have a medical or special need and will simply not survive in the shelter environment. Fostering will not only change the life of the animal, but it will also give you everlasting, loving memories that will stick with you always.

If you are interested in being a foster, would like more information regarding the HOPE Foundation or other ways you can help – please contact the FPAAC at 772-262-1662.





February 2024 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Unsafe Structure	1	0	1.0	0.0	1	0	0.0	0.0
Animal Control	1	1	0.0	0.5	-	-	-	-
General	4	4	2.1	7.5	1	3	3.1	9.9
Tall Grass/Overgrown Landscaping	2	0	0.0	0.0	-	-	-	-
Outside Storage/Junk/Trash	-	-	-	-	1	0	2.0	0.0
Erosion and Sediment Control Issues	1	0	0.0	0.0	-	-	-	-
Roadway Construction	3	0	0.0	0.0	-	-	-	-
Traffic Signal	-	-	-	-	3	0	0.0	0.0
Pothole	3	2	2.0	3.2	3	1	5.0	2.0
Street Light	4	2	1.9	2.6	-	-	-	-
Street Sign	1	1	1.0	4.0	-	-	-	-
Trash and Recycling	-	-	-	-	2	1	0.5	3.0
TOTALS	**20**	**10**	**1.6**	**4.6**	**22**	**7**	**2.7**	**6.2**

DTA - Days to Acknowledgement **DTC - Days to Close**

Please use this link to view a map of the Fort Pierce City Commission Election Districts:

https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Distircts-Map-2022

- BUILDING DEPARTMENT
- COMMUNITY RESPONSE
- ENGINEERING DEPARTMENT
- PUBLIC WORKS



PLANNING DETERMINATIONS

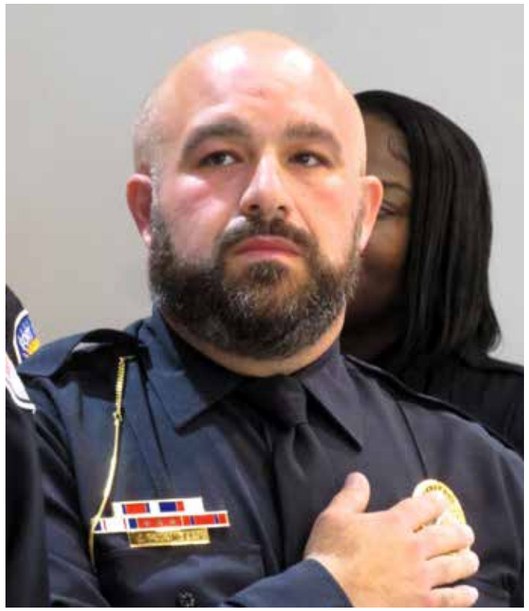




Regatta Luxury Apartments

The City Commission approved a request for a Site Plan by property owner, BGDN LLC, to construct a 312-unit multi-family development named Regatta Luxury Apartments south of Graham Road on S. Jenkins Road in Fort Pierce. The project includes a Clubhouse, Barbeque and Pool area, Indoor Gym, Tot Lot, and other associated site improvements, including a developer contribution to construct a sidewalk which will connect to Samuel S. Gaines school to the south, in addition to completing off-site sidewalk connection gaps on the east side of Jenkins Road between the subject site and Okeechobee Road.





13 Police Officers Promoted

The Fort Pierce Police Department would like to congratulate the 13 officers who were promoted during a ceremony on Thursday, February 29, 2024, at the River Walk Center.

They include:

- Promoted to Captain: Lead Lieutenant Jason Braun and Lieutenant James Grecco.
- Promoted to Lieutenant: Acting Lieutenant David Cuti, Sergeant John Fasanello, Sergeant Kyle MacCarthy and Acting Lieutenant Onese Rene.
- Promoted to Sergeant: Acting Sergeant Dania Francois-Brown, Detective Troy Carter, Officer Brandy Grecco, Detective Candice Kernan-Fullen, Detective Joselito Simon, Detective Evens Saintilien and Officer Steven Sobon.





City Marina Financial Report

	DECEMBER	JANUARY	FEBRUARY
Dockage Reservations	144	191	191
Monthly Dockage	$172,980.68	$195,718.09	$159,214.49
Transient Dockage	$117,326.49	$121,809.42	$120,806.59
Electricity	$9,850.07	$8,740.63	$9,597.15
Retail	$21,980.19	$19,011.99	$20,988.98
Gas Sales	$28,472.83	$28,618.32	$43,022.02
Diesel Sales	$73,457.51	$80,299.71	$110,957.99
TOTALS	**$424,067.77**	**$454,198.16**	**$464,587.22**

GATEWAY PLAZA

A major renovation of Gateway Plaza at the corner of US Hwy 1 and Virginia Avenue is underway. Planet Fitness has just opened, renovation of the former Kmart has begun for the future space of Bravo Supermarket, and the shell building for Starbucks and T-Mobile is being constructed.





5553 S US HWY 1

The showroom for Wallace Hyundai is being framed out while block walls have been completed on the remainder of the building. The roof is being inspected in phases due to the scope of the project. Once completed, the interior space will start taking shape with ongoing inspections throughout the remainder of the project

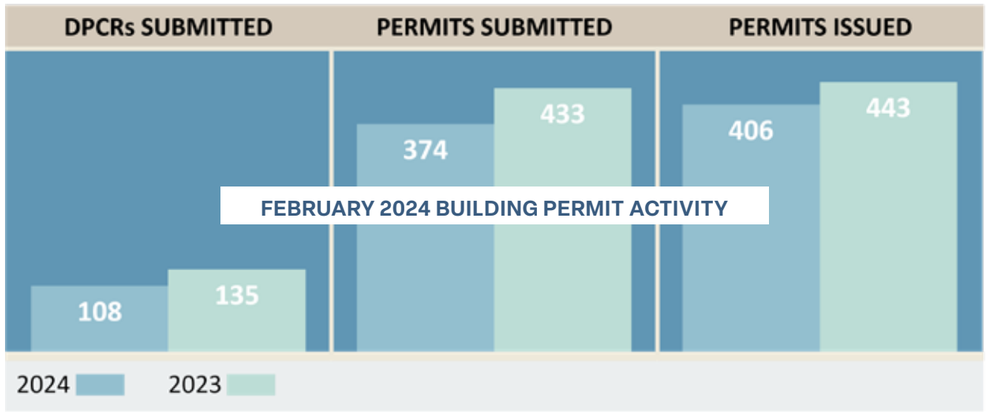




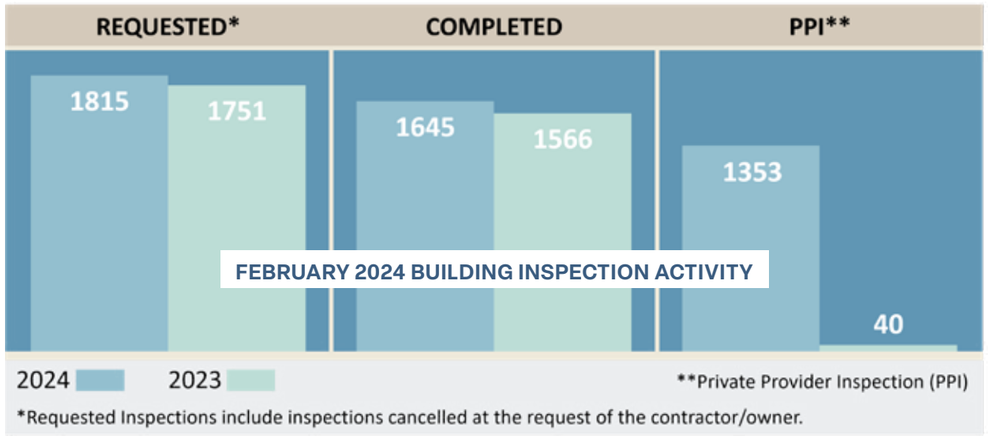
3350 S US HWY 1

Renovation of Bev Smith Toyota is on-going. The exterior facade of the showroom and interior framing of walls is being done simultaneously to expedite construction. The dealership, service center and body shop remain open during renovations.



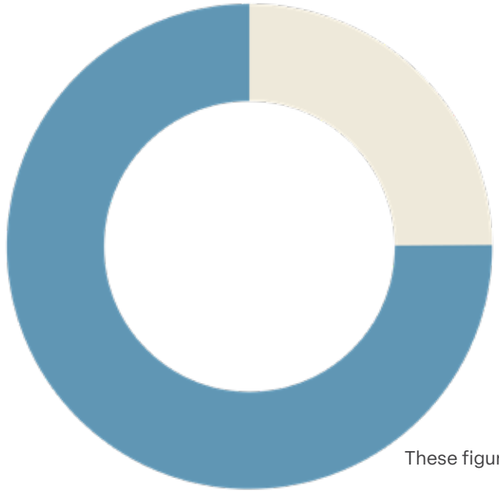


FEBRUARY 2024 BUILDING PERMIT ACTIVITY



*Requested Inspections include inspections cancelled at the request of the contractor/owner.

FEBRUARY 2024 BUILDING INSPECTION ACTIVITY

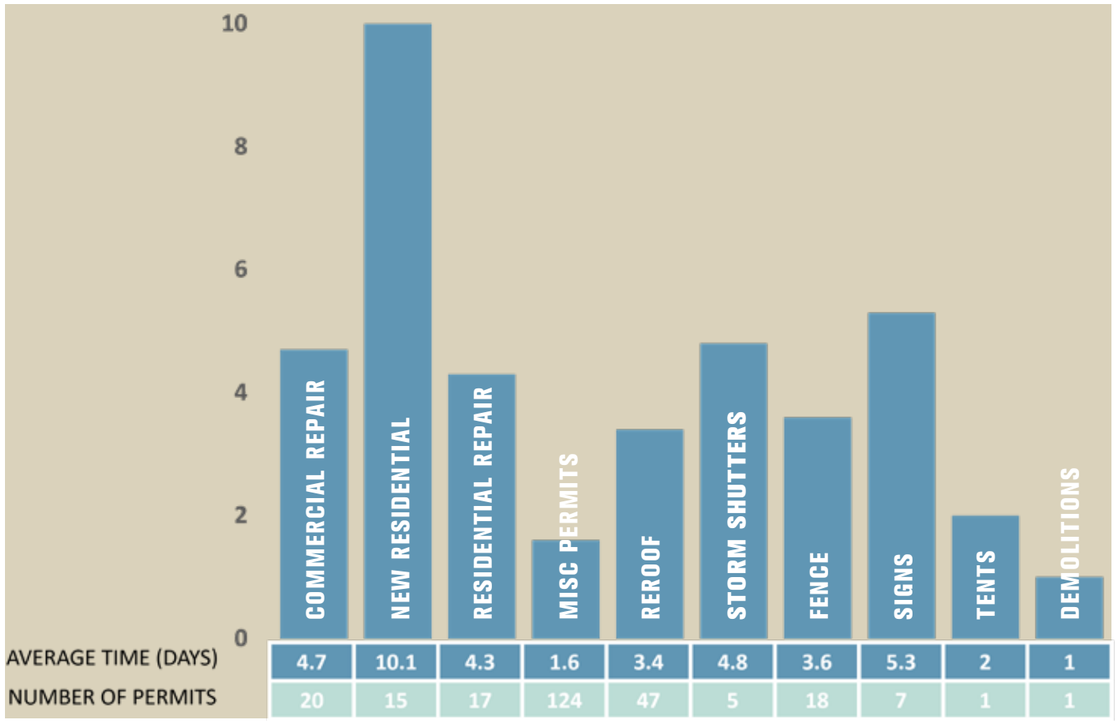


FEBRUARY 2024 NEW CONSTRUCTION VALUES

$2,723,605	NEW COMMERCIAL PERMITS
$8,213,856	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in December 2023 for New Construction

FEBRUARY 2024 PLAN REVIEW PROCESSING TIME



	COMMERCIAL REPAIR	NEW RESIDENTIAL	RESIDENTIAL REPAIR	MISC PERMITS	REROOF	STORM SHUTTERS	FENCE	SIGNS	TENTS	DEMOLITIONS
AVERAGE TIME (DAYS)	4.7	10.1	4.3	1.6	3.4	4.8	3.6	5.3	2	1
NUMBER OF PERMITS	20	15	17	124	47	5	18	7	1	1



February and March were two very busy months, featuring an array of artists and bands. Yet, there is a lot more to the season with other big names coming in April and May, including Alan Cumming, Kevin James, Jeremy Camp and more. The Sunrise Theatre has had more shows this past season than any other, hosting a variety of amazing talent. Though the majority of current Sunrise Theatre patrons are seasonal or from the north, our goal is to add more shows to fill our calendar and keep up with the growth that the City of Fort Pierce has been experiencing.

Sunrise Theatre Summer Camp is here!! The Sunrise Theatre, in partnership with StageFright Academy, will host 2 separate, 3 week-long children's summer programs that culminate in a public performance starring local children, complete with professionally designed scenery and costumes. For more information contact the box office at 772-461-4775 or visit: https://sunrisetheatre.com/childrens-summer-programs/



Tip A Cop

$5,800 RAISED FOR SPECIAL OLYMPICS

The Fort Pierce Police Department offered a huge thanks to everyone who came out to 2nd Street Bistro on March 8, 2024, to support Special Olympics Florida. Officers and civilian personnel joined with their colleagues from the St. Lucie County Sheriff's Office to put on a Tip A Cop event that raised $2,625. That money was added to $5,800 that was collected during an earlier Tip A Cop event and it will help athletes compete in many different sporting events at no cost to them or their families!



Ohio Avenue (US Highway 1 to 11th Street)



Phase I Construction

Construction of Phase I (Sunrise to 11th Street) is nearing completion with the street light installation scheduled for the end of March and the first lift of asphalt to be placed the first week of April 2024.

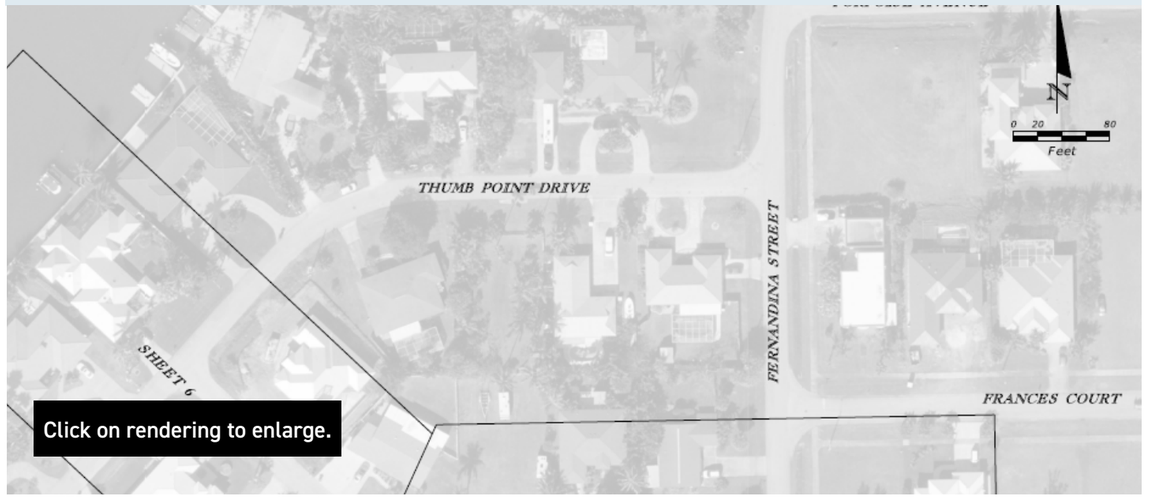
Phase II (US 1 to Sunrise) water main and service installation has been completed and pressure testing of the water main along with chlorination of the system is currently underway. Storm drainage installation is scheduled to commence the week of March 25, 2024. The proposed roadway improvements include new drainage, potable water, and sanitary sewer collection systems along with a new roadway, curb & gutter, sidewalks, streetlighting, and limited landscaping.



Phase II Water Main Installation

Frances Avenue Roadway Improvements

Bid package has been completed and forwarded to the Purchasing Department for advertisement. The work associated with this roadway improvement project includes drainage improvements, water main installation, utility adjustments and roadway restoration.



Click on rendering to enlarge.

Avenue D and Means Court Public Parking Lot

Bid package has been completed and forwarded to the Purchasing Department for advertisement.

Indian Hills Golf Course Site Expansion - Phase I

Phase I bid opening was held on February 21, 2024 and staff expects to request approval to award the construction contract to the lowest bidder at the April 15, 2024 City Commission meeting. Construction is anticipated for July 2024 with construction completion estimated to be in December 2024.

South 8th Street (between Emil Avenue and Howie Drive) Drainage Repairs

Drainage repairs on South 8th Street from Emil Ave to Edwards Road commenced on February 28, 2024. The drainage repairs will include drainage pipe replacement from corrugated metal to reinforced concrete. The pipes will be upsized from 15-inches to 18-inches. Additionally, new inlets, a manhole and a check valve will be installed, and the roadway restored. Utilities that conflicted with the stormwater improvements were also adjusted or relocated.



Corrugated Metal Pipes Removed

Drainage Pipe Replacement

SUNRISE THEATRE

100TH ANNIVERSARY 1923-2023

APRIL & MAY LINE UP



KEVIN JAMES

APR. 3



ALAN CUMMING: UNCUT

APR. 5



POSTMODERN JUKEBOX

APR. 6



DINOSAUR WORLD LIVE

APR. 7



THE GUESS WHO

APR. 10



CREEDENCE REVIVED

APR. 13



JEREMY CAMP

APR. 16



LEONID & FRIENDS

APR. 19



JIM BREUER

MAY 11



ONE NIGHT OF QUEEN

MAY 19

THE TREASURE COAST'S #1 DESTINATION FOR LIVE ENTERTAINMENT

WWW.SUNRISETHEATRE.COM
117 SOUTH 2ND STREET
HISTORIC DOWNTOWN FORT PIERCE

BOX OFFICE: 772.461.4775
MON-SAT: 10 AM - 2PM

CITY MANAGER'S REPORT



10 POLICE OFFICERS SWORN IN

Please join in the Fort Pierce Police Department congratulating their newest Police officers. They were sworn in on the afternoon of March 21, 2024 at the River Walk Center by Chief Diane Hobley-Burney.

During the swearing-in ceremony, family members, loved ones and friends of the 10 officers participated by taking part in the pinning ceremony.

The Fort Pierce Police Department welcomes these 10 new officers and wishes them long, successful careers as they proudly uphold the motto, "In Honor We Serve."



WELCOME NEW BUSINESSES

7BREW

A&C PRESSURE WASHING SERVICES LLC

APEX RESTORATION AND PROPERTY

BARRIOS PAINT SPECIALTY SERVICES

BROWNING, DARBY

BRUSH MASTERS LLC

CALIBER FT. PIERCE OP CO. LLC

CASA BELLA PAINTING & PROPERTY

CLEARVIEW MOBILE DETAILING INC

COLDWELL BANKER PARADISE

CONSOLIDATED CONSTRUCTION GROUP

EAZY TRAFFIC SCHOOL

ECOATM, LLC

FIN & FOIL LLC

FLORIDA FAMILY HOMES, INC.

FORT PIERCE FLAMINGO INN LLC

GIMME 5 "LLC"

IN THE IMAGE OF CHRIST

INK & HUE STUDIO

JED BAIL BONDS LLC

JED MULTI SERVICES LLC

LAVIE,MAURICIO

MADE 4 CLEANING LLC

NAAMAD, ABDESSANAD

PROMETHEUS PROPANE & NATURAL GAS

STANTON OPTICAL

TOWN & COUNTRY INDUSTRIES

W.T.P INVESTMENT GROUP, LLC

WHEELER, ERIN & WAYNE



Upcoming Events

- Every Wednesday - Green Market - Marina Square 12 pm-6:30 pm
- Every Saturday - Jazz Market - Marina Square 8 am-1 pm
- Every Saturday - Downtown Farmer's Market - Marina Square 8 am-12 pm
- 4/5/24 Friday Fest - Marina Square 5pm-9pm
- 4/11/24 Treasure Coast Car Show on 2nd Street - 6pm-9pm
- 4/19/24 Jazz on Moore's Creek - 438 N 8th Street 5:30pm-10pm

River Walk Center Sales Report February 2024

Classes	$792.93
Park Permits	$4,075.00
Special Events	$3,215.00
Facility	$10,844.90
TOTAL	$18,927.83

www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

"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."