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

CITY COMMISSION AGENDA

Regular Meeting - Monday, June 17, 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 -** Bishop Stafford Fisher with New Covenant Prayer Center

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of Minutes from the June 03, 2024 Regular Meeting.

6. **PROCLAMATIONS**

   a. Proclamation for Fran Ross, Special Magistrate

7. **LETTERS TO COMMISSION**

   a. Email from Susan Parry, United for Animals, praising City of Fort Pierce Fleet Maintenance, especially Gil Arbelo and his team, for their exceptional service maintaining the City Van since 2010, which has safely transported thousands of pets, supplies, and donated food with minimal breakdowns and continues to serve the community reliably.

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

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

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

official actions under Comments from the Public. Speakers will address the Mayor, Commissioners, and the Public with respect. Inappropriate language will not be tolerated.

10. **MISCELLANEOUS REPORTS**

11. **CONSENT AGENDA**

a. Approval of a grant to Youth Empowered to Prosper, Inc. in the amount of $5,000 for the PY 23-24 Public Service Agency Grant as recommended by the Grants Administration Division.

b. Approval of Florida Housing Finance Corporation Local Government Verification of Contribution to support an affordable housing development at 3000 Okeechobee Road by authorizing $460,000 local match funding in the form of a CDBG loan from the City.

c. Approval to continue consideration of Second Amendment to the Amended and Restated Agreement for Development of King's Landing for 45 days from June 11, 2024 in order to provide Audubon Development and Harbert Realty Services the opportunity to agree to a joint venture agreement subject to all conditions approved by the Fort Pierce Redevelopment Agency Board on June 11, 2024.

d. Approve Notice to terminate Agreement dated October 27, 2020 to Lease and Improve the 1134 and 1138 Avenue D with Lincoln Park Young Professionals in accordance with Section 16(a) of the lease agreement.

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 24-015: Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article IV - Basic Zoning Districts, Section 125-212 Planned Development Zone (PD) and deleting existing Section 125-213 CHAPTER 125-213 - Planned Unit Redevelopment Zone (PUR). SECOND READING

b. Legislative Hearing - Ordinance No. 24-018 an ordinance by the City Commission of the City of Fort Pierce, Florida; amending the City's zoning atlas and rezoning one(1) parcel generally located at or near 301 Florida Ave, containing approximately 0.38 Acres of land, more or less, from General Commercial (C-3) to Planned Development (PD); Parcel ID: 2410-711-0041-000-7. SECOND READING

c. Legislative Hearing - Ordinance No. 24-012 amending the Code of Ordinances of the City of Fort Pierce, Chapter 24 - Nuisances. FIRST READING

d. Legislative Hearing - Ordinance No. 24-013 - An ordinance amending the Code of Ordinances of the City of Fort Pierce, Chapter 1, Article II - Code Enforcement. FIRST READING

e. Legislative Hearing - Ordinance 24-019 - amending Code of Ordinances, Chapter 22 to delete Business Tax Receipts and replace with Certificate of Use. FIRST READING

13. **CITY COMMISSION**

a. Resolution 24-R31 authorizing the acceptance of FDOT Standard Agreement for the Florida Standard Use Nonmotorized (SUN) Trail Network Agreement between the City and FDOT for funding for Right-of-Way Acquisition.

b. Resolution 24-R32 adopting the 2024-2027 SHIP Local Housing Assistance Plan (LHAP)

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: 06/17/2024

Re: Approval of Minutes from the June 03, 2024 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of Minutes from the June 03, 2024 Regular Meeting.

Attachments

06.03.2024 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 06/12/2024 04:31 PM

Final Approval Date: 06/12/2024

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, JUNE 03, 2024.

1. CALL TO ORDER

Mayor Hudson called the May 06, 2024, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Pastor Gary Robinson with Church of God by Faith

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 Minutes from May 20, 2024 Regular Meeting.

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Jeremiah Johnson to approve the minutes of the May 20, 2024 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

a. National Garden Week

7. **LETTERS TO COMMISSION**

a. Letter from the Zora Neale Hurston Florida Education Foundation sincerely thanking the City of Fort Pierce for participating in the 2024 Zora EXPERIENCE Festival, which greatly contributed to its success.

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

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

AYE: Commissioner 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.

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval of contract with Kimley Horn and Associates to perform the required tasks to develop a Comprehensive Safety Action Plan; city matching funds required in the amount of $60,000.00.

b. Approval to appoint an employee, Junelly Jimenez-Sebastiano, Payroll and Benefits Coordinator, to serve as the alternate member of the Public Risk Management of Florida Group Health Trust Board of Directors.

c. Approval of the Amendment to the grant agreement between the State of Florida, the Department of State and the City of Fort Pierce extending the grant period for the Highwaymen Museum project to December 31, 2024.

d. Specific Authorization #7 to RFQ 2019-027 for Captec Engineering Inc for professional engineering design services for the Nebraska Avenue Sidewalk Project.

e. Approve the expenditure of $318,050.00 for the purchase of a 28’ Munson aluminum catamaran landing craft for use by the Fort Pierce City Marina within the Fort Pierce waterways.

f. Approval of the Fort Pierce Youth Council's recommendations of the recipients to receive a City of Fort Pierce Youth Award.

g. Approval of expenditure for Flagler Technologies: Nutanix Cluster Purchase with software/hardware maintenance for a term of 5 years for an amount not to exceed $123,787.80.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to approve the Consent Agenda.

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

Passed

12. PUBLIC HEARINGS

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 23-058 - 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

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

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. SECOND READING

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 23-058.

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

Passed

b. Legislative Hearing - Ordinance 24-015: Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article IV - Basic Zoning Districts, Section 125-212 Planned Development Zone (PD) and deleting existing Section 125-213 CHAPTER 125-213 - Planned Unit Redevelopment Zone (PUR). FIRST READING. (Continued from May 6, 2024)

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

ORDINANCE NO. 24-015
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, INSERTING AN AMENDED AND REVISED SECTION OF CHAPTER 125 –ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–212 – PLANNED DEVELOPMENT ZONE (PD); DELETING EXISTING SECTION AT CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–213 – PLANNED UNIT REDEVELOPMENT ZONE (PUR); PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

Kevin Freeman, Planning Director, presented the amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article IV - Basic Zoning Districts, Section 125-212 Planned Development Zone (PD) and deleting existing Section 125-213 CHAPTER 125-213 - Planned Unit Redevelopment Zone (PUR).

The Commission inquired on the language, area, investment for Master PD, preventing abuses, compatibility, approval process, timing, and innovations in development.

Mr. Freeman commented on the code and the ability to influence PD when it

comes forward, the site map area will be lowered in the CRA, the investment could range in the hundreds of thousands, the approval process, and the planning department's vision moving forward.

Ms. Hedges commented on the compatibility and purpose referenced under standards and confirmed that all evidence is presented, and the process does not change with the amendment.

Mayor Hudson opened the public hearing.

Kris Einstein expressed challenges with the process

Mayor Hudson closed the public hearing.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-015.

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

Passed

c. Quasi-Judicial Hearing - Ordinance No. 24-018 an ordinance by the City Commission of the City of Fort Pierce, Florida; amending the City's zoning atlas and rezoning one(1) parcel generally located at or near 301 Florida Ave, containing approximately 0.38 Acres of land, more or less, from General Commercial (C-3) to Planned Development (PD); Parcel ID: 2410-711-0041-000-7. FIRST READING

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

ORDINANCE NO. 24-018
AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING ONE (1) PARCEL GENERALLY LOCATED AT OR NEAR 301 FLORIDA AVENUE CONTAINING APPROXIMATELY 0.38 ACRES OF LAND, MORE OR LESS, FROM GENERAL COMMERCIAL (C-3) TO PLANNED DEVELOPMENT (PD); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.FIRST READING

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 the Quasi-Judicial

hearing.

Staff Presentation:
Kevin Freeman, Planning Director, presented the amending the City's zoning atlas and rezoning one(1) parcel generally located at or near 301 Florida Ave, containing approximately 0.38 Acres of land, more or less, from General Commercial (C-3) to Planned Development (PD).The request to change the zoning to PD is to accommodate a small 7,000-square-foot building for a commercial infill site, providing four (4) commercial (office/warehouse) units within the Fort Pierce Redevelopment Area FPRA). The site layout and building have been specifically designed to create a more urban feel in keeping with the FPRA. This has been primarily accomplished by locating the facade to the front and having parking located to the rear. In order to facilitate the concept, the Planned Development will incorporate: A reduced depth to the front, side and rear yards. Maximum lot coverage is 60% and 50% proposed with a building and sidewalks. The remainder is open space and pervious materials.

Architecture is consistent with a contemporary industrial style.

RECOMMENDATION:
Staff recommendation is for the City Commission to vote APPROVAL of the proposed Zoning Atlas Map Amendment, with conditions:

Questions of Staff:
None

Applicant Questions of Staff:

Jason Gunther, Thomas Engineering, had no questions of staff.

Questions of the Applicant:
None

Mayor Hudson opened the public hearing.

Seeing no one, she closed the public hearing.

Commission Discussion:
Commissioner Broderick commented on the application.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 24-018.

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

Passed

d. Quasi-Judicial Hearing and Resolution 24-R29 on notice of appeal filed by the City of Fort Pierce to appeal a decision made by the Historic Preservation Board on March 25, 2024, pursuant to Fort Pierce Code of Ordinance, Sec. 111-53, approving an application for conditional use for an expansion of outdoor entertainment area at 411 N 2 nd Street..

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

RESOLUTION NO. 24-R29
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA ISSUING AN ORDER OF FINDINGS BASED UPON COMPETENT SUBSTANTIAL EVIDENCE DETERMINED AT AN APPEAL HEARING HELD ON JUNE 3, 2024 FOR THE APPEAL OF THE HISTORIC PRESERVATION BOARD DECISION ENTERED ON MARCH 25, 2024 FOR PROPERTY LOCATED AT 411 N 2ND STREET, FORT PIERCE, FL; PROVIDING FOR NOTICE TO ALL

PARTIES; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding the Quasi-Judicial Appellant Hearing. Sara Hedges, City Attorney reviewed the quasi-judicial hearing rules and appellant procedures.

Mayor Linda Hudson called the proceeding to order.

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

Mayor Linda Hudson inquired with the Commission regarding ex-parte communications and asked City Clerk to call the roll:

Commissioner Michael Broderick – Yes (Staff and email)

Commissioner Arnold Gaines – Yes (Email)

Commissioner Curtis Johnson Jr. – Yes (Email)

Commissioner Jeremiah Johnson – Yes (Staff and Email)

Mayor Hudson Yes (Email and audio from the Historic Preservation Board)

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

Appellant:
City Manager, Nick Mimms, presented the appeal of the decision made by the Historic Preservation Board on March 25, 2024 of the expansion of outdoor entertainment space.

Kevin Freeman, Planning Director, presented an overview of the action by the Historic Preservation Board.

The Historic Preservation Board approved the request with the following conditions:
The total area used for outdoor entertainment at the property subject of the variance/conditional use be limited to a maximum of 5,000 square feet.
The Conditional Use will run with the property following all provisions of Article II - Noise, of the City Code of Ordinances.

Grounds for the Appeal
The City of Fort Pierce requests that the City Commission review the decision to allow the increase in area utilized as outdoor entertainment space based on the impact generated by the expansion of the outdoor entertainment space on the health and welfare on immediate neighbors of the subject property. The City of Fort Pierce seeks relief from the anticipated additional noise, activity and disturbance resulting from the expansion of the area available for outdoor entertainment.

RECOMMENDATION:
Staff will proceed as directed.

Questions of Staff:
The Commission inquired on staff present at the Historic Preservation Board meeting, Edgartown District conditional use process and code requirements, the 800 square feet limit, if this affects Mainstreet’s use of their outdoor space, ancillary use, what was used before the 800 square feet, and accessory structures in Sec 125-197 of Municode.

Mr. Freeman commented on staff present at the Historic Preservation Board meeting, the auxiliary nature of the 800 square feet Edgartown conditional use

requests, there is no evidence that this affects Mainstreet, unsure when the 800 square feet went into use, and identified accessory structures as referenced in Sec 125-197.

Applicant:
Jon Nolli, Pierced Cider Works.

Commission Questions of the Applicant:
The Board inquired if music is played during activities, property space usage, the pictures were provided to the Historic Preservation Board, what is acceptable for use, familiarity with Edgartown prior to opening the business, and services that are charged.

Mr. Nolli commented that music is played during specific activities, activities take place at varied locations of the property, the Historic Preservation Board completed the presentation on his behalf, all the property should be usable, and a cover charge for biannual festivals.

Mayor Hudson opened the public hearing.

Holly Theuns – Honor Historic Edgartown

Robert Lynch – On behalf of Pierce Cider Works.

Marissa David – On behalf of Pierce Cider Works

Christa Stone – On behalf of Pierce Cider Works and Edgartown businesses.

Martha Teramo – Point Break Kitchen owner on behalf of Pierce Cider Works.

Cindi O'Connell – Honor Historic Edgartown.

Mayor Hudson closed the public hearing.

Commission Discussion:
The Commission discussed at length the conditional use process in Edgartown, noise ordinance the Historic Preservation Board reversal and denial of the conditional use.

Ms. Hedges commented on the reversal and competent substantial evidence.

Motion was made by Commissioner Jeremiah Johnson, seconded by Commissioner Michael Broderick to reverse the decision of the Historic Preservation Board and deny the conditional use application because its approval will negatively affect the health, safety and welfare of the general public.

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

13. CITY COMMISSION

a. Resolution 24-R30 approving the execution of the Termination and Release of an easement held by the City of Fort Pierce for the use and benefit of the Fort Pierce Utilities Authority (FPUA) which is no longer needed by FPUA.

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

RESOLUTION NO. 24-R30
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, A FLORIDA MUNICIPAL CORPORATION, APPROVING THE TERMINATION AND RELEASE OF A FORCE MAIN EASEMENT HELD BY THE CITY FOR THE USE AND BENEFIT OF THE FORT PIERCE UTILITIES AUTHORITY; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

City Attorney Sara Hedges explained the purpose of the resolution seeking to follow through with the FPUA.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution 24-R30.

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

Passed

Commissioner Broderick excused himself from the meeting at 8:27 p.m.

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.

Lisa Prince Mobley
Reginald Sessions
Kris Einstein
Chris Gardener
Jon Nolli
Steve Tarr
Cindi O’Connell

15. COMMENTS FROM THE CITY MANAGER

a. Reports

City Manager Nick Mimms commented on the need to address gun violence and how the City will do so, June 10th is the first Day Commission Meeting, the Historic Preservation Board, National Community Survey results, June 11, Kings Landing, surveillance camera purchases, Avenue D and Indian River Dr.construction, recruitment and retaining employees, mental health, and improvements.

City Clerk Linda Cox – No comments

City Attorney Sara Hedges – No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines commented on the City's involvement in addressing gun violence, local student recruitment,

Commissioner Curtis Johnson thanked Pastor Sanders and his wife, addressed gun violence and how it affects all of Fort Pierce including economic development, the Police Department outreach at First Step Park, recruitment, the need for programs in prison to address issues, and the legal system.

Commissioner Jeremiah Johnson commented on the misrepresentation of the City in the media, State and Federal participation in law enforcement, budget for the Police Department, community partnership, and additional staffing in the attorney's office.

Mayor Hudson commented on her pride for the City, and addressed gun violence and the need to stand up for the City.

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 Hudson adjourned the meeting at 9:29 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 06/17/2024

Re: Proclamation for Fran Ross, Special Magistrate

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

SUBJECT:

Proclamation for Fran Ross, Special Magistrate

Attachments

Proclamation

Form Review

Form Started By: Peggy Arraiz Started On: 03/06/2024 02:05 PM

Final Approval Date: 03/06/2024

CITY OF FORT PIERCE, FLORIDA

PROCLAMATION

WHEREAS, On May 3, 2004, the City Commission appointed Fran O. Ross, Esq. as a Special Magistrate to preside over code enforcement matters as set forth in the City Code, state statutes and other applicable law; and

WHEREAS, Special Magistrate Ross faithfully fulfilled this duty, always demonstrating a deep concern for the well-being and quality of life of the citizens while balancing the need for effective code enforcement; and

WHEREAS, Special Magistrate Ross presided over hearings in a fair and judicial manner, always focused on the goal of reaching compliance instead of penalties; and

WHEREAS, Special Magistrate Ross provided consistent guidance and direction to the enforcement officers who presented cases before her; and

WHEREAS, Special Magistrate Ross quickly adapted as new responsibilities assigned to the Special Magistrate transitioned from code issues only to include Building Code, Parking citations, Animal Control, and Flood Plain Management Appeals & Variances; and

WHEREAS, Special Magistrate Ross served the citizens of Fort Pierce for 20 years with honor and selfless commitment toward making Fort Pierce a cleaner, healthier and safer place for our residents; and

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, acting on behalf of and with the full support of the City Commission of the City of Fort Pierce, Florida do hereby issue this proclamation in honor of:

SPECIAL MAGISTRATE FRAN O. ROSS, ESQ.

In appreciation and recognition for his honorable and loyal service to the City of Fort Pierce.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Fort Pierce, Florida, to be affixed this 6th day of November 2023.

MAYOR/COMMISSIONER

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

Meeting Date: 06/17/2024

Re: Email from Susan Parry

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Email from Susan Parry, United for Animals, praising City of Fort Pierce Fleet Maintenance, especially Gil Arbelo and his team, for their exceptional service maintaining the City Van since 2010, which has safely transported thousands of pets, supplies, and donated food with minimal breakdowns and continues to serve the community reliably.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/05/2024 02:41 PM

Form Started By: Jennifer Robinson Started On: 06/04/2024 04:18 PM

Final Approval Date: 06/05/2024

From: unitedway4animal@aol.com <unitedway4animal@aol.com>
Sent: Monday, June 3, 2024 1:37 PM
To: Nick Mimms <nmimms@cityoffortpierce.com>
Subject: Fw: Where do I submit let?

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.

Dear Mayor and City Commissioners, I want to laud and praise City of Fort Pierce Fleet Maintenance for the many years of service of the City Van that has provided valuable and needed services for pet owning City residents since 2010! Approaching 180 thousand miles the Van has only broken down once and has had only 2 flat tires! It has transported thousands of dogs and cats safely to and from needed veterinarians services and adoption/rehoming events, transported 500 to 2000 lbs of Walmart donated pet foods we would pick up weekly for almost 10 years to give away to City residents and rescues, and has also transported volunteer built dog housing, pen fencing and other supplies. This is a big shout out to Gil Arbelo and his team for insuring the precious cargo being transported was safe and that the van operators could be confident that they were there if needed. The van continues in it's service to this community and I am very grateful to these mechanics for their service so I can continue to assist our City's pet owning citizens where and when needed. Sincerely, Susan M Parry United for Animals

----- Forwarded Message -----
From: Linda Cox <lcox@cityoffortpierce.com>
To: unitedway4animal@aol.com <unitedway4animal@aol.com>
Sent: Sunday, June 2, 2024 at 04:17:21 PM EDT
Subject: Re: Where do I submit let?

Please send an email to Nick.

Get Outlook for iOS

From: unitedway4animal@aol.com <unitedway4animal@aol.com>
Sent: Sunday, June 2, 2024 2:52:48 PM
To: Linda Cox <lcox@cityoffortpierce.com>
Subject: Where do I submit let?

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Linda, I want to laud Gil Arbelo and his team at Fleet Maint but am not sure where to submit? Please advise. Thank you. Susan

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

Meeting Date: 06/17/2024

Re: CDBG FY 23-24 Public Service Agency Grant Request for Approval

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

SUBJECT:

Approval of a grant to Youth Empowered to Prosper, Inc. in the amount of $5,000 for the PY 23-24 Public Service Agency Grant as recommended by the Grants Administration Division.

SUMMARY:

The Grants Administration Division reviewed and recommended one (1) application. Attached, please find the City Attorney's Memo, the contractual grant agreement and exhibit. Youth Empowered To Prosper, LLC, $5,000.00. The activities carried out under this Agreement will benefit low- and moderate-income persons.

RECOMMENDATION:

Approve the Grants Administration Division's recommendation for the 2023-2024 Public Service Agency
Grant award and template contract to be used for each awardee. The Template contract has been submitted to the Legal Department for Form and Correctness.

ALTERNATIVES:

Staff shall proceed as directed by Commissioners.

RESPONSIBLE STAFF:

Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Fiscal Impact

Budgeted Y/N:	Yes
Fiscal Year:	2023-24
Account:	103-9002-583400
Amount:	$5,000

OTHER INFORMATION:

N/A

Attachments

Grant Agreement - Youth Empowered to Prosper

PSA Grant Exhibit A Youth Empowered To Prosper FY 23-24
CITY ATTORNEY'S MEMO

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	05/28/2024 10:35 AM
City Manager	Nick Mimms	05/28/2024 11:30 AM
Form Started By: Verna Jackson		Started On: 05/26/2024 11:31 PM
Final Approval Date: 05/28/2024		

PUBLIC SERVICE AGENCY GRANT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ **2024**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and **Youth Empowered To Prosper, Inc.**, located at **602 E. Weatherbee Road, Fort Pierce, Florida 34952**, a Florida **non-profit organization**, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

WHEREAS, the City of Fort Pierce has been awarded a Federal Community Development Block Grant (CDBG) under Title 1 of the Housing and Community Development Act of 1974, as amended (42 USC 5301 et seq.); and

WHEREAS, the Fort Pierce City Commission, on July 19, 2021, was presented the 2021-2025 Consolidated Plan; and

WHEREAS, the **City of Fort Pierce** has determined that a valid public purpose will be served, and it is in the best interest of Fort Pierce to support the purchases described in the **Subrecipient's** mini-grant application;

NOW, THEREFORE, the parties do hereby agree as follows:

1. **National Objectives:** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives: benefit low- and moderate-income persons; aid in the prevention or elimination of slums or blight; or meet community development needs having a particular urgency, as defined in 24 CFR 570.208. The **Subrecipient** certifies that the activity(ies) carried out under this Agreement will **benefit low- and moderate-income persons.**

2. **Scope of Project:** The specific project(s) to be provided, including intended uses for the Grant funds by **Subrecipient**, is set forth in **Exhibit "A"** to this Agreement.

3. **Term of Contract:** This Agreement shall take effect on the day the **Grantor** executes the Agreement and terminate on **September 30, 2024.**

4. **Specific Conditions:**

   A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** hereto, of **Subrecipient,** up to the agreed amount of **$5,000.00.**

   B. All **funds** from **Grantor** to **Subrecipient** being disbursed under the terms of this Agreement shall be used by **Subrecipient** solely for the purposes specified in **Exhibit "A."**

   C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2023-2024 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

   D. In every case, payment will be made subject to receipt of a requisition for payment from the **Subrecipient** specifying and certifying that such expenses have been incurred and expended in conformance with this Agreement and that the **Subrecipient** is entitled to receive the amount

requisitioned under the terms of this Agreement.

E. The **Subrecipient** shall not claim reimbursement from the **Grantor** for that portion of its obligations which have been paid by another source of revenue.

F. The **Subrecipient** shall notify the **Grantor** in writing of all authorized personnel who shall be empowered to file requests for payment pursuant to this Agreement.

G. Publications, press releases, media productions, and exhibit graphics produced by the **Subrecipient** shall include the following statement:

Sponsored in part by the City of Fort Pierce's Way to Grow Lincoln Park Startup or Relocate Grant Program

H. **Subrecipient** agrees to submit to **Grantor**, through the Grants Administration Division, a written Final Completion Report, with photographs of purchased items as well as other monthly Project Status Reports as may be reasonably requested by **Grantor**, including, but not limited to such reports which provide a detailed and itemized list of all expenditures for the project, including proofs of payment.

I. Public access to program records shall comply with 24 CFR 570.502, 24 CFR 570.508, and all applicable laws of the State of Florida.

5. **Alteration:** No alteration or variation in the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

6. **General Conditions:**

A. **General Compliance:**

i. The **Subrecipient** agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the **Subrecipient** does not assume the **Grantor's** environmental responsibilities described in 24 CFR 570.604 and (2) the **Subrecipient** does not assume the **Grantor's** responsibility for initiating the review process under the provisions of 24 CFR 52.

ii. The **Subrecipient** agrees the use of funds received pursuant to this Agreement shall be in accordance with the requirements of the Housing and Community Development Act of 1974, as amended, 24 CFR Part 570, all other regulations governing the Community Development Block Grant program, and any amendments or policy revisions thereto which shall become effective during the term of this Agreement.

iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the

implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

iv. The **Subrecipient** agrees to comply with all applicable uniform administrative requirements including all attachments, amendments, and revisions thereto, specified at 2 CFR Part 200, 24 CFR 570.502, 24 CFR 570.610, 24 CFR Part 85, and all applicable OMB Circulars, to include, but not limited to: OMB Circular A-87, "Cost Principles for State, Local and Federally Recognized Indian Tribal Governments" (and the implementing regulations at 2 CFR Part 225); OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"; OMB Circular A-122, "Cost Principles for Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 230); OMB Circular A-21, "Cost Principles for Educational Institutions" (and the implementing regulations at 2 CFR Part 220); and OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations" (and the implementing regulations at 2 CFR Part 215).

v. The **Subrecipient** also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The **Subrecipient** further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. **Independent Contractor:** Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The **Subrecipient** shall always remain an "independent contractor" with respect to the services to be performed under this Agreement. The **Grantor** shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the **Subrecipient** is an independent contractor.

C. **Hold Harmless:** The **Subrecipient** shall hold harmless, defend, and indemnify the **Grantor** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or nonperformance of the services or subject matter called for in this Agreement.

D. **Workers' Compensation:** The **Subrecipient** shall provide Workers' Compensation Insurance coverage for all its employees involved in the performance of this Agreement.

E. **Insurance & Bonding:** The **Subrecipient** shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and at a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the **Grantor**. The **Subrecipient** shall comply with the bonding and insurance requirements of 2 CFR 200, Bonding, and Insurance.

F. **Grantor Recognition:** The **Subrecipient** shall insure recognition of the role of the **Grantor** in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the **Subrecipient** will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

G. **Amendments:** The **Grantor** or **Subrecipient** may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of each organization, and approved by the **Grantor's** governing body. Such amendments shall not invalidate this Agreement, nor relieve or release the **Grantor** or **Subrecipient** from its obligations under this Agreement. The **Grantor** may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both **Grantor** and **Subrecipient**.

H. **Suspension or Termination:**

i. In accordance with 2 CFR 200, the **Grantor** may suspend or terminate this Agreement if the **Subrecipient** materially fails to comply with any terms of this Agreement, which include (but are not limited to) the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of the **Subrecipient** to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission of reports by the **Subrecipient** to the **Grantor** that are incorrect or incomplete in any material respect.

ii. In accordance with 2 CFR 200, this Agreement may also be terminated for convenience by the **Grantor**, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the **Grantor** determines that the remaining portion of the award will not accomplish the purpose for which the award was made, the **Grantor** may terminate the award in its entirety.

7. **Administrative Requirements:**

A. **Financial Management:**

i. **Accounting Standards:** The **Subrecipient** agrees to comply with 2 CFR 200 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

ii. **Cost Principles**: The **Subrecipient** shall administer its program in conformance with 2 CFR 200 as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. **Documentation and Record Keeping:**

i. **Records to be Maintained:** The **Subrecipient** shall maintain all records required by the Federal regulations specified in 24 CFR 570.506, that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;

b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

c. Records required to determine the eligibility of activities;

d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

f. Financial records as required by 24 CFR 570.502, and 2 CFR 200; and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

ii. **Retention:** The **Subrecipient** shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of four (4) years. The retention period begins on the date of the submission of the **Grantor's** annual performance and evaluation report to HUD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations, or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

iii. **Client Data:** The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.

iv. **Close-outs:** The **Subrecipient's** obligation to the **Grantor** shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the **Grantor**), and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the **Subrecipient** has control over CDBG funds, including program income.

v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time

during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

i. **Program Income:** The **Subrecipient** shall report monthly program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this Agreement. The use of program income by the **Subrecipient** shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the **Subrecipient** may use such income during the contract period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the **Grantor** at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the **Grantor**.

ii. **Indirect Costs:** If indirect costs are charged, the **Subrecipient** will develop an indirect cost allocation plan for determining the appropriate **Subrecipient's** share of administrative costs and shall submit such plan to the **Grantor** for approval, in a form specified by the **Grantor**.

iii. **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient**.

iv. **Progress Reports:** The **Subrecipient** shall submit regular Progress Reports to the **Grantor** in the form, content, and frequency as required by the **Grantor**.

D. **Procurement:**

i. **Compliance:** The **Subrecipient** shall comply with current **Grantor** policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the **Grantor** upon termination of this Agreement.

ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of

2 CFR 200.

iii. **Travel:** The **Subrecipient** shall obtain written approval from the **Grantor** for any travel outside the metropolitan area with funds provided under this Agreement.

E. **Use and Reversion of Assets:** The use and disposition of real property and equipment under this Agreement shall be in compliance with the requirements of 2 CFR 200 and 24 CFR 570.502, 570.503, and 570.504, as applicable, which include but are not limited to the following:

i. The **Subrecipient** shall transfer to the **Grantor** any CDBG funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.

ii. Real property under the **Subrecipient's** control that was acquired or improved, in whole or in part, with funds under this Agreement in excess of $25,000 shall be used to meet one of the CDBG National Objectives pursuant to 24 CFR 570.208 until five (5) years after expiration of this Agreement. If the **Subrecipient** fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed period, the **Subrecipient** shall pay the **Grantor** an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment shall constitute program income to the **Grantor**. The **Subrecipient** may retain real property acquired or improved under this Agreement after the expiration of the five (5) year period.

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to which funds received under this Agreement were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

8. **Relocation, Real Property Acquisition and One-for-One Replacement:** The **Subrecipient** agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the HCD Act; and (c) the requirements in 24 CFR 570.606(d) governing optional relocation policies. The **Subrecipient** shall provide relocation assistance to displaced persons as defined by 24 CFR 570.606(b)(2) that are displaced as a direct result of acquisition, rehabilitation, demolition, or conversion of a CDBG-assisted project. The **Subrecipient** also agrees to comply with applicable **Grantor** ordinances, resolutions, and policies concerning the displacement of persons from their residences.

9. **Personnel and Participant Conditions:**

A. **Civil Rights:**

i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the

Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

ii. **Nondiscrimination:** The **Subrecipient** agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

iv. **Section 504:** The **Subrecipient** agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against individuals with disabilities or handicaps in any Federally assisted program. The **Grantor** shall provide the **Subrecipient** with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. **Affirmative Action:**

i. **Approved Plan:** The **Subrecipient** agrees that it shall be committed to carry out pursuant to the **Grantor's** specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The **Grantor** shall provide Affirmative Action guidelines to the **Subrecipient** to assist in the formulation of such program. The **Subrecipient** shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

ii. **Women- and Minority-Owned Businesses (W/MBE):** The **Subrecipient** will use its best efforts to afford small businesses, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the terms "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority and women's business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. The **Subrecipient** may rely on written representations by

businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

iii. **Access to Records:** The **Subrecipient** shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the **Grantor**, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provisions stated herein.

iv. **Notifications:** The **Subrecipient** will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the **Subrecipient's** commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. **Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement:** The **Subrecipient** will, in all solicitations or advertisements for employees placed by or on behalf of the **Subrecipient**, state that it is an Equal Opportunity or Affirmative Action employer.

vi. **Subcontract Provisions:** The **Subrecipient** will include the provisions of Paragraphs 9.A., Civil Rights, and 9.B., Affirmative Action, above, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. **Employment Restrictions:**

i. **Prohibited Activity:** The **Subrecipient** is prohibited from using funds provided herein or personnel employed in the administration of the program for political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

ii. **Land Standards:**

a. The **Subrecipient** agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) and all other applicable Federal, state, and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The **Subrecipient** agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR 5. The **Subrecipient** shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the **Grantor** for review upon request.

b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all

contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

iii. **"Section 3" Clause:**

a. **Compliance:**

1. Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors. Failure to fulfill these requirements shall subject the **Grantor**, the **Subrecipient**, and any of the **Subrecipient's** subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The **Subrecipient** certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

2. The **Subrecipient** further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"*The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.*"

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons

residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

4. The **Subrecipient** certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. **Notifications:** The **Subrecipient** agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. **Subcontracts:** The **Subrecipient** will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by HUD. The **Subrecipient** will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not enter any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. **Conduct:**

i. **Assignability:** The **Subrecipient** shall not assign or transfer any interest in this Agreement without the prior written consent of the **Grantor** thereto.

ii. **Subcontracts:**

a. **Approvals:** The **Subrecipient** shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the **Grantor** prior to the execution of such agreement.

b. **Monitoring:** The **Subrecipient** will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. **Content:** The **Subrecipient** shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. **Selection Process:** The **Subrecipient** shall undertake to ensure that all subcontracts entered into in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the **Grantor** along with documentation concerning the selection process.

iii. **Hatch Act:** The **Subrecipient** agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political **activities** in violation of Chapter 15 of Title V of the U.S.C.

iv. **Conflict of Interest:** The **Subrecipient** agrees to abide by the provisions of 2 CFR 200 and 570.611, which include (but are not limited to) the following:

a. The **Subrecipient** shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees, or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer, or agent of the **Subrecipient** shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the **Grantor**, the **Subrecipient**, or any designated public agency.

v. **Lobbying:** The **Subrecipient** hereby certifies that:

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

renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all **Subrecipients** shall certify and disclose accordingly:

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

vi. **Copyright:** If this Agreement results in any copyrightable material or inventions, the **Grantor** and/or HUD reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use and to authorize others to use, the work or materials for governmental purposes.

vii. **Religious Activities:** The **Subrecipient** agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

10. **Environmental Conditions:**

A. **Air and Water:** The **Subrecipient** agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

i. Clean Air Act, 42 U.S.C., 7401, et seq.;

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50, as amended.

B. **Flood Disaster Protection:** In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 U.S.C. 4001), the **Subrecipient** shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. **Lead-Based Paint:** The **Subrecipient** agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment, and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment, and/or abatement may be conducted.

D. **Historic Preservation:** The **Subrecipient** agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

11. **Provisions Required by Law Deemed Inserted:** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party this Agreement shall forthwith be physically amended to make such insertion or correction.

12. **Notices:** All notices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the party giving such notice) delivered by overnight courier by a nationally recognized courier, or by registered or certified mail (postage prepaid, return receipt requested), or by electronic mail, addressed to the below, unless otherwise modified by subsequent written notice:

Grantor:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Grants Administration
Email: grantsadministration@cityoffortpierce.com

Subrecipient:

Youth Empowered To Prosper, Inc.
602 E Weatherbee Road
Fort Pierce, FL 34952
Attn: Lisa Cobb
Email: info@ye2p.org

With a copy to:

City Attorney's Office
100 N. US Highway 1
Fort Pierce, FL 34950
Attn: Sara Hedges, City Attorney
Email: shedges@cityoffortpierce.com

13. **Section Headings and Subheadings:** The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

14. **No Waiver**: The **Grantor's** failure to act with respect to a breach by the **Subrecipient** does not waive its right to act with respect to subsequent or similar breaches. The failure of the **Grantor** to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

15. **Severability:** If any term provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

16. **Jurisdiction; Venue; and Waiver of Jury Trial:** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION, OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

17. **Entire Agreement:** This Agreement, together with any exhibits, constitutes the entire agreement between the **Grantor** and the **Subrecipient** for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the **Grantor** and the **Subrecipient** with respect to this Agreement.

IN WITNESS THEREOF, the **Grantor** and the **Subrecipient** have executed this Agreement as of the date first above written.

ATTEST:

GRANTOR:
CITY OF FORT PIERCE

_____
Linda Cox, City Clerk

_____
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

SUBRECIPIENT: Youth Empowered To Prosper, Inc.
By: _____

Print: Lisa Cobb_____
Title: **Executive Director**
Today's Date: _____

Scope of Project

EXHIBIT "A"

Grant Recipient: Youth Empowered To Prosper, Inc.

Project Address: 602 E. Weatherbee Road
Fort Pierce, Florida 34953

Description:

Construction of "Kids In The City Academy Playground" including Outdoor Playset and 4-foot fence installed at 602 E. Weatherbee Road, Fort Pierce, Florida 34952	$5,000.00
TOTAL:	**$5,000.00**

TOTAL GRANT AMOUNT: $5,000

The Subrecipient shall be paid a total consideration of $5,000.00 for full performance of the services specified under this Agreement. When requesting funds Subrecipient shall submit a summary invoice that clearly details project expenses incurred. The invoice must be accompanied by a payment request form. Canceled checks and/or other acceptable evidence of indebtedness should be maintained for monitoring purposes.

Thank you,
Grants Administration Division

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	VERNA JACKSON, GRANTS AND REPORTING SPECIALIST
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY SH
RE:	PUBLIC SERVICE AGENCY GRANT AGREEMENT FOR YOUTH EMPOWERED TO PROSPER, INC.
CAO RLS FILE:	24-202
DATE:	MAY 16, 2024

I have reviewed the above Request for Legal Services seeking approval of a Grant Agreement to disburse funds to Youth Empowered to Prosper, Inc. The funds were received by the City pursuant to a Federal Community Development Block Grant ("CDBG"). You have indicated there are time constraints with approving this Grant Agreement, therefore expedited review has occurred. As previously recommended, the template for this Grant Agreement should be reviewed and updated annually for changes in the law.

A. Grant Agreement Template

The Grant Agreement Template was provided by this office in January of 2024 (pursuant to RLS 23-362). It is my understanding that several grants to CDBG Subrecipients are "in the pipeline," and each will require a similar agreement.

I made the following changes to the Grant Agreement and ask that you update your Grant Agreement Template to incorporate these changes:

1. Typographical and clerical errors were corrected;
2. Paragraph formatting was changed for readability;
3. Page Numbering Font was changed for consistency;
4. Paragraph 6-H-ii was revised to eliminate the Subrecipient's ability to terminate the Grant Agreement for convenience;
5. Paragraph 17 was revised to include the exhibits in the agreement.

B. Grant Agreement between City and Subrecipient Youth Empowered to Prosper, Inc.

1. Name of Subrecipient:

   The Subrecipient's Application lists the Subrecipient as "Youth Empowered to Prosper," but Sunbiz lists the legal name of the corporation as "Youth Empowered to Prosper, Inc."

   I changed the Subrecipient's name in the opening paragraph of the Grant Agreement to its legal name according to Sunbiz.

2. Affirmation that Activity Meets a CDBG National Objective:

Paragraph 1 of the Grant Agreement requires an affirmation by the Subrecipient that its activities meet one of the CDBG program's "National Objectives." The choices are:

(a) to benefit low- and moderate-income persons;
(b) to aid in the prevention or elimination of slums or blight; or
(c) to meet community development needs having a particular urgency, as defined in 24 CFR 570.208

The Subrecipient's Application states that its activities meet Objective (a) (benefit low- and moderate-income persons), but the draft Grant Agreement states that the Subrecipient's activities will meet Objective (c) (meet community development needs having a particular urgency).

** Please confirm with the Subrecipient which National Objective its activities will meet and revise the Agreement at paragraph 1, if necessary. **

C. Exhibit "A" to Grant Agreement

It is my understanding that the Grant Agreement Template is intended to include an Exhibit "A" which contains the Scope of Project. The proposed Exhibit "A" received with this RLS contained information unrelated to the Scope of the Project. I have revised the Exhibit accordingly and eliminated the superfluous information. Please use this revised version as your Exhibit "A" Template for future Grant Agreements.

In addition, because the Subrecipient's Application is not included in the Grant Agreement, I added some language from the Application to Exhibit "A" to more fully describe the Scope of Project.

D. Initial Concerns Raised by City Attorney's Office Regarding the Identity of the Subrecipient

Based on conversations with the Grants Department, this Office has confirmed that the Grants Department recognizes and understands all of the following:

- The Subrecipient is Youth Empowered to Prosper, Inc., a Not-For-Profit Corporation.
- The Grant funds will be spent to build a playground at 602 E. Weatherby Road which is owned by City of Faith, Inc., a Not-For-Profit Corporation.
- The playground will be used by children enrolled in a daycare/preschool called Kids In The City Academy, a Not-For-Profit Corporation.

You have indicated that the Grants Manager has reviewed the above relationships and has approved this dynamic. As such, this Office has not conducted a legal analysis into this proposed dynamic, although concerns should be noted.

With the suggested changes, and upon confirmation of the "National Objective" information highlighted above at A-2, the Grant Agreement and Exhibit "A" are approved as to form and correctness. For your convenience, I uploaded "Redline" and "Changes Accepted" versions of both documents as well as the Subrecipient's Application.

If you have any questions about how to proceed, please do not hesitate to contact this office.

/ahd

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

Meeting Date: 06/17/2024

Re: Local Government Verification of Contribution - 3000 Okeechobee Road

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

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SUBJECT:

Approval of Florida Housing Finance Corporation Local Government Verification of Contribution to support an affordable housing development at 3000 Okeechobee Road by authorizing $460,000 local match funding in the form of a CDBG loan from the City.

SUMMARY:

Blue Sky Communities is under contract to purchase 3000 Okeechobee Road to develop Sunrise Village, a 68-unit affordable rental community for families and seniors. Fifteen percent of the units will be for households at or below 30% AMI, sixty-five percent will be for households at 60% AMI, and twenty percent will be for 80% AMI. In order to finance this project, Blue Sky Communities is applying for 9% Low Income Housing Credits through the state. In order to make their application more viable, they are seeking a $460,000 local match in the form of a CDBG loan. The loan is proposed to be paid over a 20-year term at zero percent interest. Only the commitment to accompany the application is requested at this time, actual disbursal of funds is expected to occur in 2024. The City of Fort Pierce and St. Lucie County have an existing relationship with Blue Sky Communities through the two-phase affordable housing project Blue Sky Landing, which is currently under construction. The City Commission previously approved this same Verification of Contribution in December 2022 and 2023; however, Blue Sky did not win through the lottery system and is now reapplying for the 9% credits.

The Community Development Block Grant (CDBG) Program is federally funded by the U.S. Department of Housing and Urban Development (HUD). The City of Fort Pierce receives federal CDBG funds allocated through HUD’s Community Planning Development program, which are intended to primarily serve low- to moderate-income households and special needs communities. A severe shortage in affordable housing stock increases the pressure on the City's housing market. According to the City’s CDBG Action Plan, one of the biggest challenges in the City is the huge disparity between housing costs and what people with low and moderate incomes can afford to pay. It is because of these factors that maintaining the existing supply of affordable housing continues to be a priority for the City. The City of Fort Pierce will continue to develop policies that help foster the development of new affordable housing units. Additionally, the City and its municipal partners will also continue to support the efforts of local housing providers who carry out strategies to retain and create affordable housing options throughout the region. This potential partnership with Blue Sky Communities is a prime example of supporting these efforts.

RECOMMENDATION:

Approval

ALTERNATIVES:

Deny request for Local Government Contribution.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

City Manager
Finance Director
Blue Sky Communities

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024
Account:	103-9002-554-000-00
Amount:	$460,000

OTHER INFORMATION:

The
$460,000 local match in the form of a CDBG loan. The loan is proposed to be paid over a 20-year term at zero percent interest.

Attachments

Blue Sky Communities Request Letter
Proposed Site Plan
2023 LGAO Form - Previously approved September 2023
City Attorney Approval Memo
2024 LGAO Form

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/07/2024 07:52 AM
City Manager	Nick Mimms	06/07/2024 07:52 AM
City Manager	Linda Cox	06/11/2024 04:16 PM

Form Started By: Audria Moore Started On: 06/06/2024 10:29 AM
Final Approval Date: 06/11/2024

Blue Sky Communities
180 Fountain Parkway North
Suite 100
St Petersburg, Florida 33716

May 9, 2024

Nick Mimms, City Manager
City of Fort Pierce
100 North U.S. 1
Fort Pierce, FL 34950

RE: Sunrise Village 2024 LGAO, 3000 Okeechobee Boulevard

Dear Mr. Mimms,

Thank you so much for the City of Fort Pierce's commitment of financial support in 2022 and 2023! Unfortunately, we did not win in the past purely due to bad luck in the lottery. The good news is, the landowner is working with us again and we are able to apply again this year for the 9% Housing Credits at FHFC. We are now completed with both phases of our Blue Sky Landing development and we are very excited to be able to continue working with you on this new opportunity.

Sunrise Village is a 68-unit Rental community. Families and Seniors will be welcome here. Fifteen percent of the units will be for households at or below 30% AMI. Sixty five percent will be for households at 60% AMI. And twenty percent will be for 80% AMI.

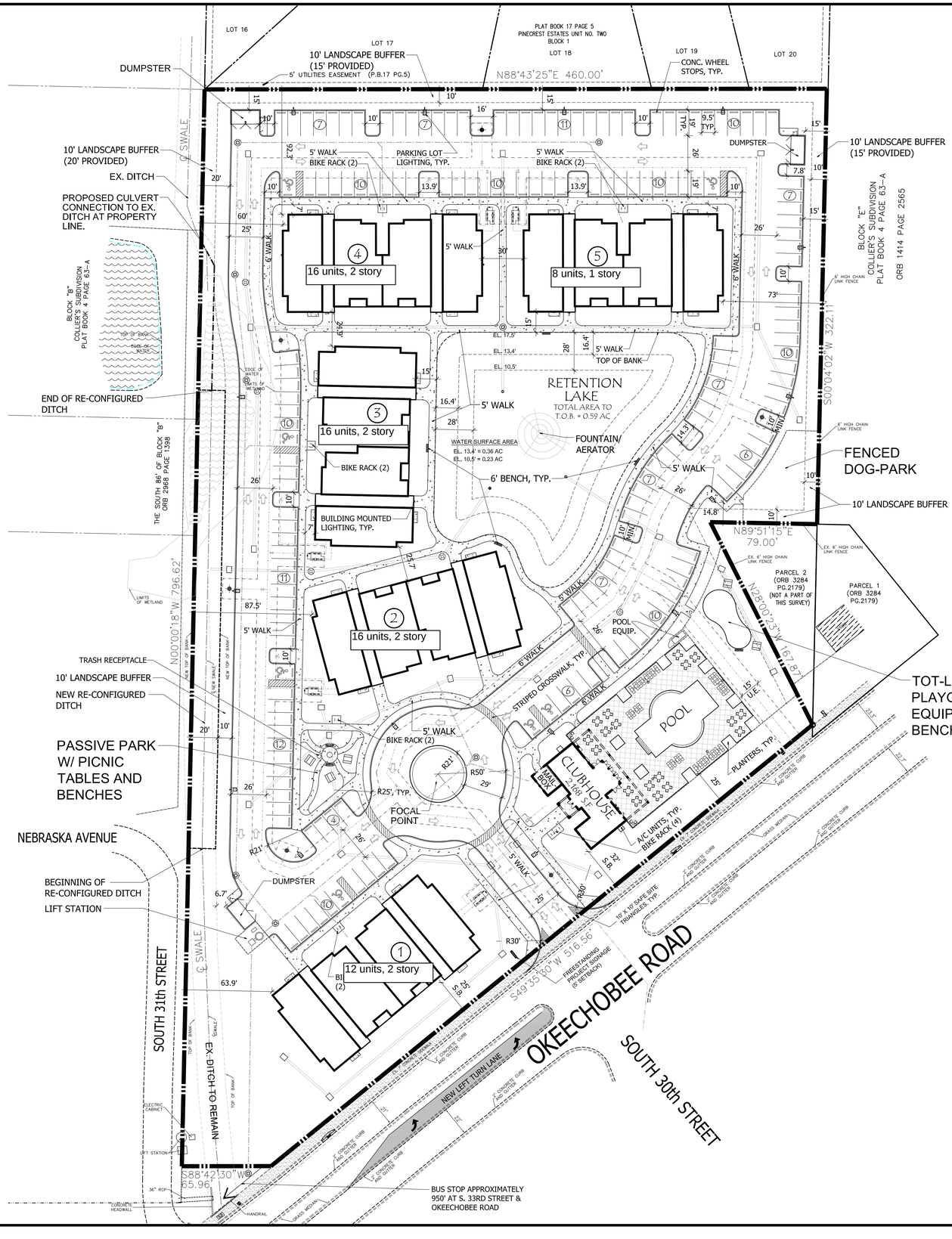
As you know, this site is 3000 Okeechobee Road. Blue Sky has a contract to purchase the site from the current owner. The rezoning was approved several years ago, and entitlements have been renewed through the TRC process. We intend to keep the same site plan, attached hereto.

Blue Sky's financing plan is to apply for the 9% Housing Credits. We have had excellent success winning this funding in recent years. In fact, phase 2 of Blue Sky Landing was financed with 9% Credits. This application is due to FHFC on July 9, 2024. We will know if we win by Q4 2024. At that point we will commence final architecture and engineering. We should be in a position to start construction in Q3 2025 and be ready for Move-In Q4 2026.

In order to maximize our chances of winning the 9% Credits, we are respectfully requesting a loan from the City in the amount of $460,000. We are requesting a 0% interest rate and a 20-year term. The loan will be repaid in full at the end of the 20 years.

Thank you very much for your service to the citizens of Fort Pierce.

Shawn Wilson
President



APPLICATION DATA:

NAME OF APPLICATION:	ARIA AAPARTMENTS
PARCEL ID:	2417-504-0020-001-6
SITE ADDRESS:	TBD
EXISTING FUTURE LAND USE:	GENERAL COMMERCIAL (GC)
PROPOSED FUTURE LAND USE:	MEDIUM DENSITY RESIDENTIAL (RM)
EXISTING ZONING DESIGNATION:	GENERAL COMMERCIAL (C3)
PROPOSED ZONING DESIGNATION:	MEDIUM DENSITY RESIDENTIAL (R-4)
EXISTING USE:	VACANT
PROPOSED USE:	MULTI-FAMILY RESIDENTIAL (112 UNITS)
PROPOSED DENSITY:	*16.48 D.U.'S PER ACRE

*PROJECT UTILIZES DENSITY BONUS FOR PROXIMITY TO TRANSIT STOP (+5 D.U.'S/ACRE) AND FOR INNOVATIVE DESIGN (+2 D.U.'S/ACRE)

SITE DATA:

GROSS SITE AREA:	296,012.97 S.F. (6.796 ACRES)
OPEN SPACE REQUIRED:	118,405.19 S.F. (40%)
PERVIOUS AREA PROVIDED:	102,259.94 S.F. (34.5%)
RETENTION AREA PROVIDED:	25,674.63 S.F. (8.7%)
TOTAL OPEN SPACE AREA:	127,934.57 S.F. (43.2%)
MAX. BUILDING COVERAGE:	50% (148,006.5 S.F.)
BUILDING COVERAGE PROVIDED:	18.0% (53,184 S.F.)

SETBACKS

SETBACK	REQUIRED:	PROVIDED:
FRONT	25'	25'
SIDE:	10'	60'
REAR:	20'	92.3'

BUILDING HEIGHT

REQUIRED:	45' (MAX)
PROVIDED:	39'-0"

PARKING DATA:

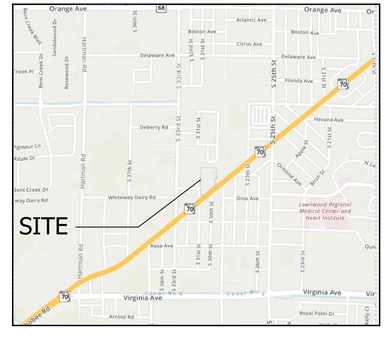
PROPOSED USES (FLEX SPACE)

USE	UNITS	PARKING RATE	REQUIRED PARKING
MULTI-FAMILY RESIDENTIAL	112 UNITS	1.5/UNIT	168 SPACES
	TOTAL PARKING REQUIRED:		168 SPACES
	TOTAL PARKING PROVIDED:		172 SPACES
	HANDICAP SPACES REQ'D.:		6 SPACES
	HANDICAP SPACES PROV.:		7 SPACES

BICYCLE PARKING REQUIRED: 12 SPACES (1 PER 10 UNITS)
BICYCLE PARKING PROVIDED: 14 SPACES

REFER TO SHEET SP-2 FOR SITE PLAN DETAILS

LOCATION MAP



Site Plan

0 20' 40' 80' 120' 160'

NORTH

Scale: 1" = 40'

MANAGED LAND ENTITLEMENTS
3710 BUCKEYE STREET, SUITE 100, PALM BEACH GARDENS, FL 33410 • P 561.568.8045

PROJECT TEAM

OWNER
Arrow Investment Group, LLC
4512 North Flagler Drive, Suite 2056
West Palm Beach, Florida 33407

ARCHITECT
Architectural Studios, Inc.
300 Avenue of the Champios, Suite 260
Palm Beach Gardens, Florida 33418
Contact: Scott Disher (561-202-6990)

CIVIL ENGINEER/SURVEYOR
Michael B. Schorah & Associates, Inc.
1850 Forest Hill Blvd., Suite 206
West Palm Beach, Florida 33406
Contact: Michael LaCoursiere (561-968-0080)

DEVELOPMENT MANAGER/AGENT
Managed Land Entitlements, LLC
3710 Buckeye Street, Suite 100
Palm Beach Gardens, Florida 33410
Contact: Michael Sanchez (561-568-8045)

LANDSCAPE ARCHITECT
Litterick Landscape Architecture
2740 SW Martin Downs Blvd., #199
Palm City, Florida 34990
Contact: Jason LItterick (561-719-3876)

SURVEYOR
Brown & Phillips, Inc.
1860 Old Okeechobee Road, Suite 509
West Palm Beach, Florida 33409
Contact: John Phillips (561-615-3988)

Litterick Landscape Architecture
LC26000482
2740 SW Martin Downs Blvd. #199
Palm City, Fl 34990
561-719-3876
JasonLA1677@yahoo.com

Project Name

Aria Apartments

Ft. Pierce, Florida

Landscape Architect of Record

REGISTERED LANDSCAPE ARCHITECT JASON M. LITTERICK LA 0001677 STATE OF FLORIDA

Jason M. Litterick, RLA
(LA0001677)

Scale: 1" = 40'-0"

Designed:	JML
Drawn:	JML
Approved:	JML
Date:	6/25/2020
Job no.	
Revisions:	7/23/20

Sheet No.
SP-1

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: Sunrise Village

Development Location: 3000 Okeechobee Rd, Fort Pierce, FL 34947
(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of Fort Pierce, commits $ 460,000.00 at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $460,000.00.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Linda Hudson
Signature

Linda Hudson
Print or Type Name

Mayor
Print or Type Title

9/5/2023
Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: FLORIDA HOUSING FINANCE CORPORATION LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION LOAN FORM

CAO RLS FILE: RLS 24-224

DATE: JUNE 6, 2024

I have reviewed the above Request for Legal Services. The document is approved as to legal 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

FLORIDA HOUSING FINANCE CORPORATION
LOCAL GOVERNMENT VERIFICATION OF CONTRIBUTION – LOAN FORM

Name of Development: Sunrise Village

Development Location: 3000 Okeechobee Rd, Fort Pierce, FL 34947

(At a minimum, provide the address number, street name and city, and/or provide the street name, closest designated intersection and either the city (if located within a city) or county (if located in the unincorporated area of the county). If the Development consists of Scattered Sites, the Development Location stated above must reflect the Scattered Site where the Development Location Point is located.)

The City/County of St. Lucie, commits $ 460,000.00 at face value, (which may be used as an FHFC Non-Corporation Funding Proposal in an Application for FHFC funding if it meets the required criteria) in the form of a reduced interest rate loan to the Applicant for its use solely for assisting the proposed Development referenced above.

Please note: In some competitive processes, Florida Housing will use the face value of the commitment minus the net present value of the commitment for scoring purposes. The net present value of the above-referenced loan, based on its payment stream, inclusive of a reduced interest rate and the designated discount rate (as stated in the applicable RFA) is: $460,000.00.

No consideration or promise of consideration has been given with respect to the loan. For purposes of the foregoing, the promise of providing affordable housing does not constitute consideration. The commitment for this loan must be effective as of the Application Deadline for the applicable RFA, and is provided specifically with respect to the proposed Development.

CERTIFICATION

I certify that the foregoing information is true and correct and that this commitment is effective at least through the date required in the applicable RFA.

Signature

Print or Type Name

Print or Type Title

Date Signed

NOTE TO LOCAL GOVERNMENT OFFICIAL: Additional information is set forth in the applicable Request for Application under which the Applicant is applying for funding for the above referenced Development.

This certification must be signed by the chief appointed official (staff) responsible for such approvals, Mayor, City Manager, County Manager /Administrator/Coordinator, Chairperson of the City Council/Commission or Chairperson of the Board of County Commissioners. If the contribution is from a Land Authority organized pursuant to Chapter 380.0663, Florida Statutes, this certification must be signed by the Chair of the Land Authority. One of the authorized persons named above may sign this form for certification of state, federal or Local Government funds initially obtained by or derived from a Local Government that is directly administered by an intermediary such as a housing finance authority, a community reinvestment corporation, or a state-certified Community Housing Development Organization (CHDO). Other signatories are not acceptable. The Applicant will not receive credit for this contribution if the certification is improperly signed. The amount of the contribution stated on this form must be a precise dollar amount and cannot include words such as estimated, up to, maximum of, not to exceed, etc.

If there are alterations made to this form that change the meaning of the form, the form will not be accepted.

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

Meeting Date: 06/17/2024

Re: King's Landing - Second Amendment

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Approval to continue consideration of Second Amendment to the Amended and Restated Agreement for Development of King's Landing for 45 days from June 11, 2024 in order to provide Audubon Development and Harbert Realty Services the opportunity to agree to a joint venture agreement subject to all conditions approved by the Fort Pierce Redevelopment Agency Board on June 11, 2024.

SUMMARY:

Audubon Development has been notified by the City and the FPRA that it is in default of the Amended and Restated Agreement for Development of King's Landing and the First Amendment thereto. A Notice of Default was sent to Audubon Development by the City Manager on March 21, 2024 due to the failure of Audubon Development to submit the application for building permits or DPCR approval for Phase 2 by the March 18, 2024 deadline to do so. Audubon subsequently requested an extension of the cure period, which was granted by the City Commission and the FPRA. The cure period was extended to June 4, 2024. Audubon Development failed to apply for the required building permits or DPCR approvals during the extended cure period and continues to be in default. Additionally, on June 16, 2024, pursuant to the Amended and Restated Agreement for Development of King's Landing and the First Amendment thereto, Audubon Development is required to Commence Construction on Phase 2.

Audubon Development has requested a Second Amendment to the Amended and Restated Agreement for Development of King's Landing. The amendment includes alternate timelines for development and progress updates required by Audubon Development.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Nicholas Mimms, City Manager
Shyanne Harnage, Community Redevelopment Agency Administrator

---

Attachments

Updated Second Amendment

Second Amendment to Amended and Restate Agreement

Exhibit A to the Second Amendment to the Amended and Restated Agreement for Development of King's Landing

Amended and Restatement Agreement for Development of King's Landing

First Amendment to the Amended and Restated Agreement for Devleopment of King's Landing

Notice of Default

Audubon's Response to the Notice of Default

Audubon's Request to Extend Cure Period

Letter to Audubon Granting Cure Period Extension

Letter regarding remediation

Remediation Invoices

Kings Landing MOU

Harbert Realty Services Letter

Form Review

Form Started By: Linda Cox Started On: 05/22/2024 01:52 PM

Final Approval Date: 06/12/2024

SECOND AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
FOR DEVELOPMENT OF KING'S LANDING

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this ____ day of _____2024, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

W I T N E **S S** E T H:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 28, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); extending certain development deadlines reflected Section 9, due to closing delays, and revising Section 13, related to Tax Increment Financing;

WHEREAS, a disagreement between Audubon and the City has arisen regarding whether the City is obligated to reimburse Audubon's alleged $1,100,000 in costs for Debris Removal pursuant to Paragraph 27 of the Amended and Restated Agreement ("Debris Removal Claim");

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement for Development and the First Amendment by extending certain deadlines reflected in Paragraph 3 of the First Amendment, related to the Development Timeline;

NOW. THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement and the First Amendment as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** The First Amendment, in part, amended Paragraph 9 of the Amended and Restated Agreement for Development by delaying the Construction Schedule and all Development Deadlines, to accommodate Closing delays. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed and amended as follows:

a. Phase 1. Audubon shall complete construction of Phase 1 no later than February 15, 2028.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than November 26, 2025. Audubon shall Commence Construction of Phase 2 no later than September 30, 2026, and shall complete construction no later than March 27, 2029.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than June 23, 2027. Audubon shall Commence Construction of Phase 3 no later than March 29, 2028, and shall complete construction no later than March 27, 2029.

Audubon's Updated Construction Schedule is attached hereto as Exhibit "A."

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3 and Exhibit "A."

5. **Progress Updates.** Audubon shall provide monthly Written Progress Updates to the City Commission and FPRA. The Written Progress Updates shall include information regarding Marriott franchisee approval and design processes and/or King's Landing project construction timelines and progress. Additionally, Audubon shall make quarterly Progress Update Presentations before the City Commission and FPRA.

6. **Conditional Release of Debris Removal Claim.** In the event that the below development thresholds are achieved, Audubon shall incrementally release its Debris Removal Claim in the following manner:

   a. **DPCR Approval for Hotel.** Upon the City's grant of DPCR approval for the Hotel, Audubon shall release $275,000 of its Debris Removal Claim.

   b. **Release of Reverter Pursuant to Paragraph 10(b).** Upon release of the Reverter pursuant to 10(b) of the Amended and Restated Agreement, Audubon shall release $275,000 of its Debris Removal Claim.

   c. **Release of Reverter Pursuant to Paragraph 10(c).** Upon release of the Reverter pursuant to 10(c) of the Amended and Restated Agreement, Audubon shall release $275,000 of its Debris Removal Claim.

   d. **DPCR Approval For Phase 2.** Upon the City's grant of DPCR approval for Phase 2, Audubon shall release $275,000 of its Debris Removal Claim.

7. **No Further Amendments.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

8. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

_____
Print Name:_____
Address:_____

By:_____
Print Name:_____
Title: _____

_____
Print Name:_____
Address: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2024, by_____ as _____ of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

_____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

_____
Print Name:_____
Address: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ date of _____, 2024, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a municipal corporation. Said that person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment Agency established pursuant to Florida Statutes Chapter 163

_____
Print Name:_____
Address: _____

By:_____
Print Name:_____
Title:_____

_____
Print Name:_____
Address: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before this _____ day of _____, 2024 by _____ as _____ of FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

SECOND AMENDMENT TO
AMENDED AND RESTATED AGREEMENT
FOR DEVELOPMENT OF KING'S LANDING

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this ____ day of _____2024, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

W I T N E **S S** E T H:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022, and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 28, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County (the "First Amendment"); extending certain development deadlines reflected Section 9, due to closing delays, and revising Section 13, related to Tax Increment Financing;

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement for Development and the First Amendment by extending certain deadlines reflected in Paragraph 3 of the First Amendment, related to the Development Timeline;

NOW. THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement and the First Amendment as set forth herein:

1. **Recitals.** The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** The First Amendment, in part, amended Paragraph 9 of the Amended and Restated Agreement for Development by delaying the Construction Schedule and all Development Deadlines, to accommodate Closing delays. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed and amended as follows:

   a. Phase 1. Audubon shall complete construction of Phase 1 no later than February 15, 2028.

   b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than November 26, 2025. Audubon shall Commence

Construction of Phase 2 no later than September 30, 2026, and shall complete construction no later than March 27, 2029.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than June 23, 2027. Audubon shall Commence Construction of Phase 3 no later than March 29, 2028, and shall complete construction no later than March 27, 2029.

Audubon's Updated Construction Schedule is attached hereto as Exhibit "A."

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3 and Exhibit "A."

5. **Progress Updates.** Audubon shall provide monthly Written Progress Updates to the City Commission and FPRA. The Written Progress Updates shall include information regarding King's Landing project financials, the Marriott franchisee approval and design processes, and/or construction timelines and progress. Additionally, Audubon shall make quarterly Progress Update Presentations before the City Commission and FPRA.

6. **No Further Amendments.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

7. **Counterparts.** This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shal1 bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

[SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

_____
Print Name:_____
Address:_____

By:_____
Print Name:_____
Title: _____

_____
Print Name:_____
Address: _____

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____day of _____, 2024, by_____ as _____ of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

_____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

_____
Print Name:_____
Address: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges

STATEOF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ date of _____, 2024, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a municipal corporation. Said that person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment Agency established pursuant to Florida Statutes Chapter 163

_____
Print Name:_____
Address: _____

By:_____
Print Name:_____
Title:_____

_____
Print Name:_____
Address: _____

APPROVED AS TO FORM AND CORRECTNESS:

By:_____
Sara Hedges

STATEOF FLORIDA
COUNTY OF _____

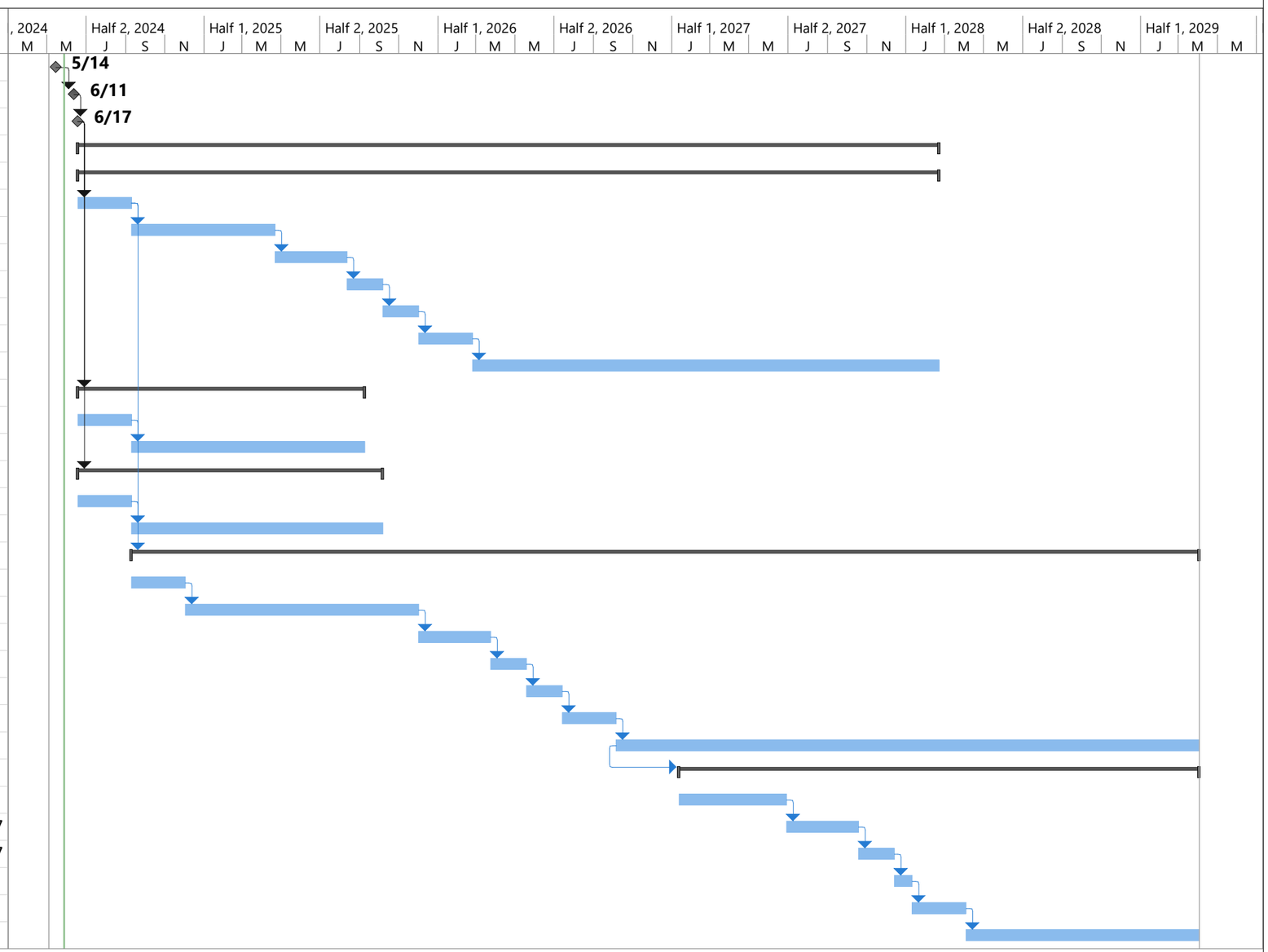
The foregoing instrument was acknowledged before this _____ day of _____, 2024 by _____ as _____ of FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did not take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

_____
Notary Public, State of Florida
Print Name:_____
Commission #: _____
My Commission Expires:_____

AUDUBON DEVELOPMENT

KING'S LANDING

ID	Task Mode	Task Name	Start	Finish
1		**City Meetings**	Tue 5/14/24	Tue 5/14/24
2		FPRA Meeting	Wed 5/15/24	Tue 6/11/24
3		City Council Meeting	Mon 6/17/24	Mon 6/17/24
4		**Phase I**	**Tue 6/18/24**	**Mon 2/21/28**
5		**Hotel Timeframes**	**Tue 6/18/24**	**Mon 2/21/28**
6		Finalize Contracts (3mths)	Tue 6/18/24	Mon 9/9/24
7		Design Time (8mths)	Tue 9/10/24	Mon 4/21/25
8		Site Work DPCR Approval (4mths)	Tue 4/22/25	Mon 8/11/25
9		Site Work Permitting (2mths)	Tue 8/12/25	Mon 10/6/25
10		Vertical DPCR Approval (2mths)	Tue 10/7/25	Mon 12/1/25
11		Vertical Permitting (3mths)	Tue 12/2/25	Mon 2/23/26
12		Construction Timeframe (2yrs)	Tue 2/24/26	Mon 2/21/28
13		**Infrastructure Timeframes**	**Tue 6/18/24**	**Mon 9/8/25**
14		Mobilize/Procurment (3mths)	Tue 6/18/24	Mon 9/9/24
15		Construction Timeframe (1yr)	Tue 9/10/24	Mon 9/8/25
16		**Villas' Timeframes**	**Tue 6/18/24**	**Mon 10/6/25**
17		Mobilize/Procurment (3mths)	Tue 6/18/24	Mon 9/9/24
18		Construction Timeframe (14mths)	Tue 9/10/24	Mon 10/6/25
19		**Phase II**	**Tue 9/10/24**	**Mon 4/2/29**
20		Finalize Contracts (3mths)	Tue 9/10/24	Mon 12/2/24
21		Design Documents (1yr)	Tue 12/3/24	Mon 12/1/25
22		Site Work DPCR Approval (4mths)	Tue 12/2/25	Mon 3/23/26
23		Site Work Permitting (2mths)	Tue 3/24/26	Mon 5/18/26
24		Vertical DPCR Approval (2mths)	Tue 5/19/26	Mon 7/13/26
25		Vertical Permitting (3mths)	Tue 7/14/26	Mon 10/5/26
26		Construction Timeframe (2.6yrs)	Tue 10/6/26	Mon 4/2/29
27		**Phase III**	**Tue 1/12/27**	**Mon 4/2/29**
28		Design Documents (6mths)	Tue 1/12/27	Mon 6/28/27
29		Site Work DPCR Approval (4mths)	Tue 6/29/27	Mon 10/18/27
30		Site Work Permitting (2mths)	Tue 10/19/27	Mon 12/13/27
31		Verical DPCR Approval (2mths)	Tue 12/14/27	Mon 1/10/28
32		Vertical Permitting (3mths)	Tue 1/11/28	Mon 4/3/28
33		Construction Timeframe (1yr)	Tue 4/4/28	Mon 4/2/29



Tue 5/28/24

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. 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.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

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

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson
Print Name: Linda Hudson
Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

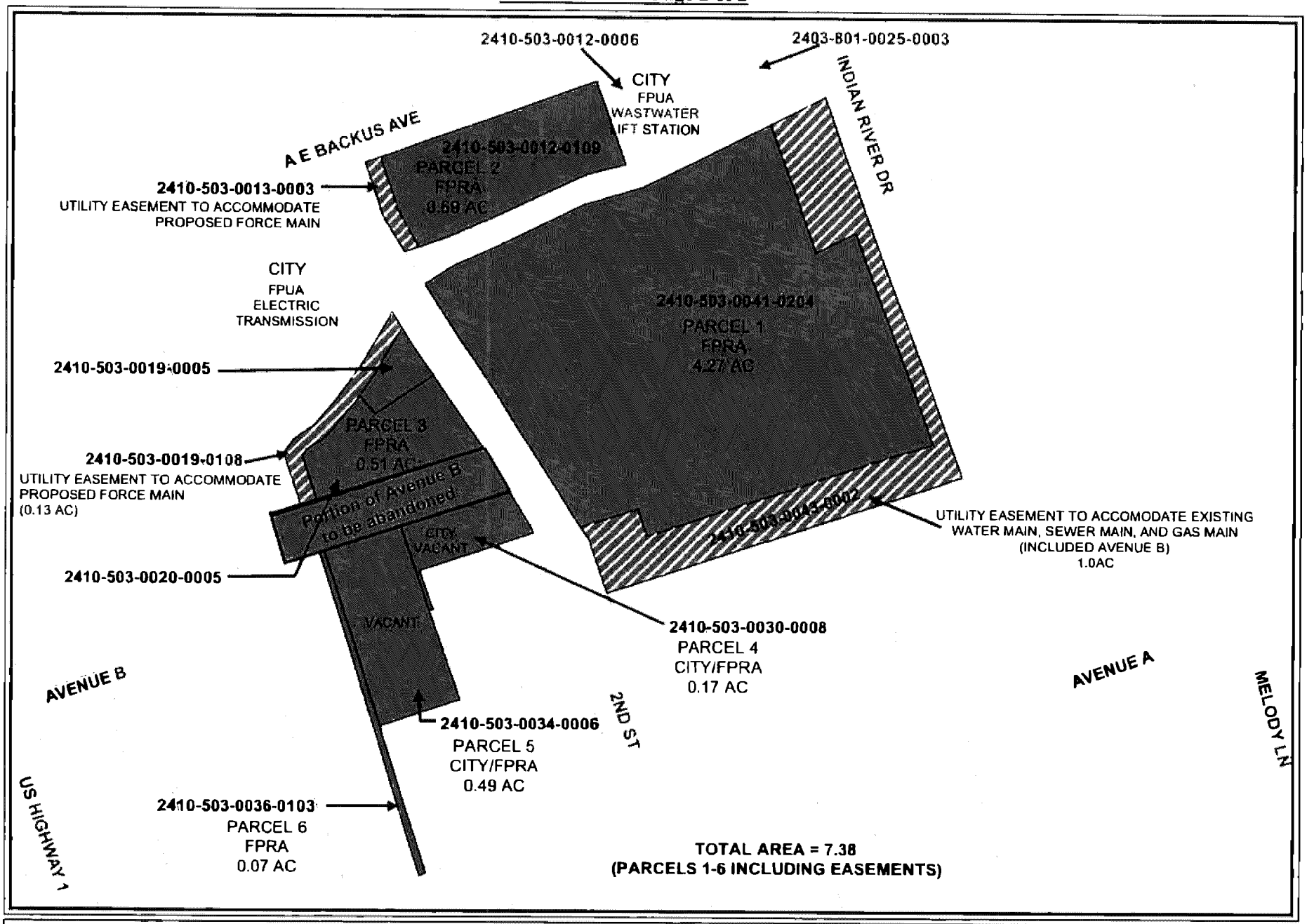
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

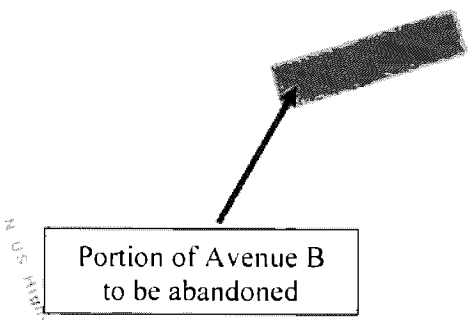


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

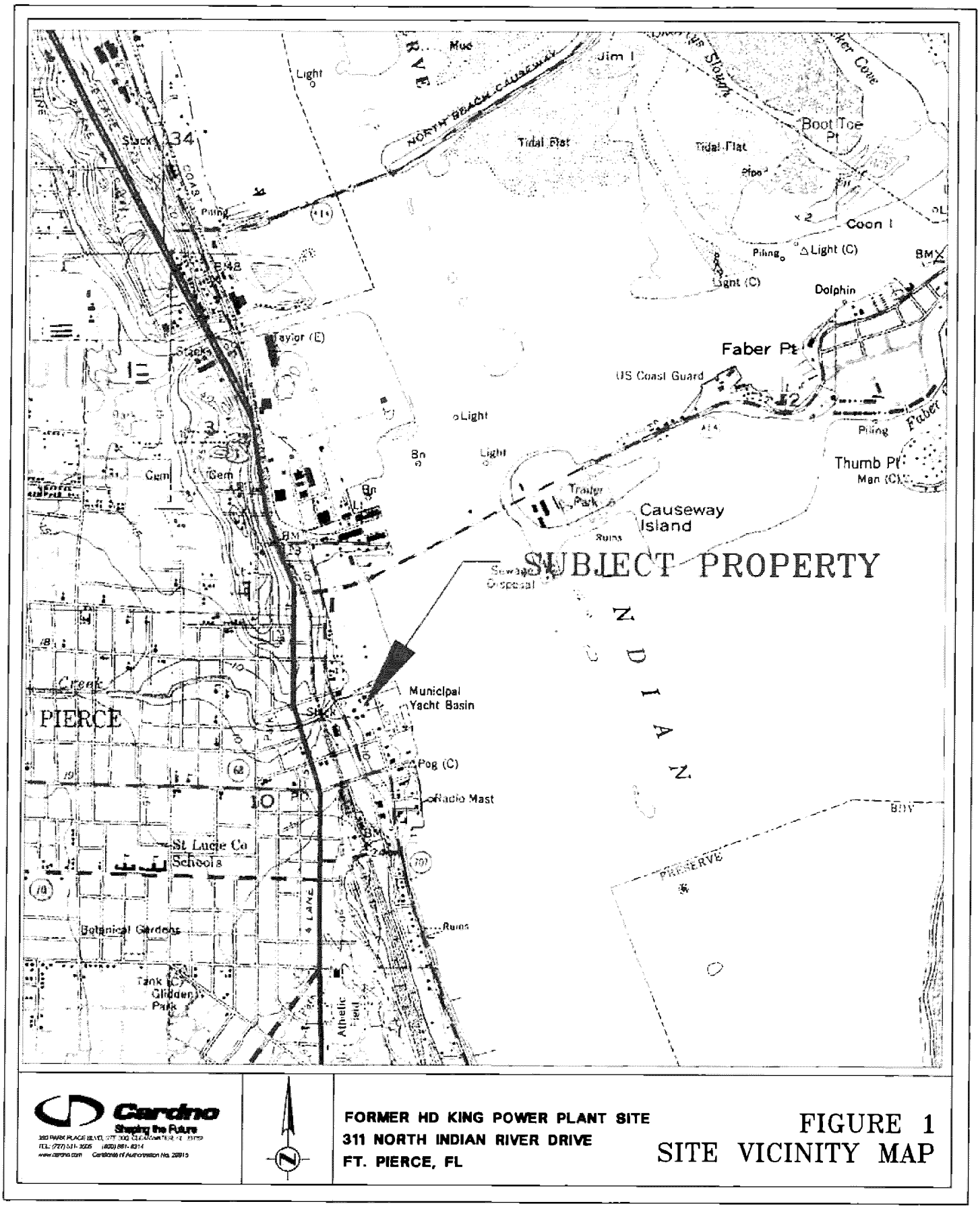
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

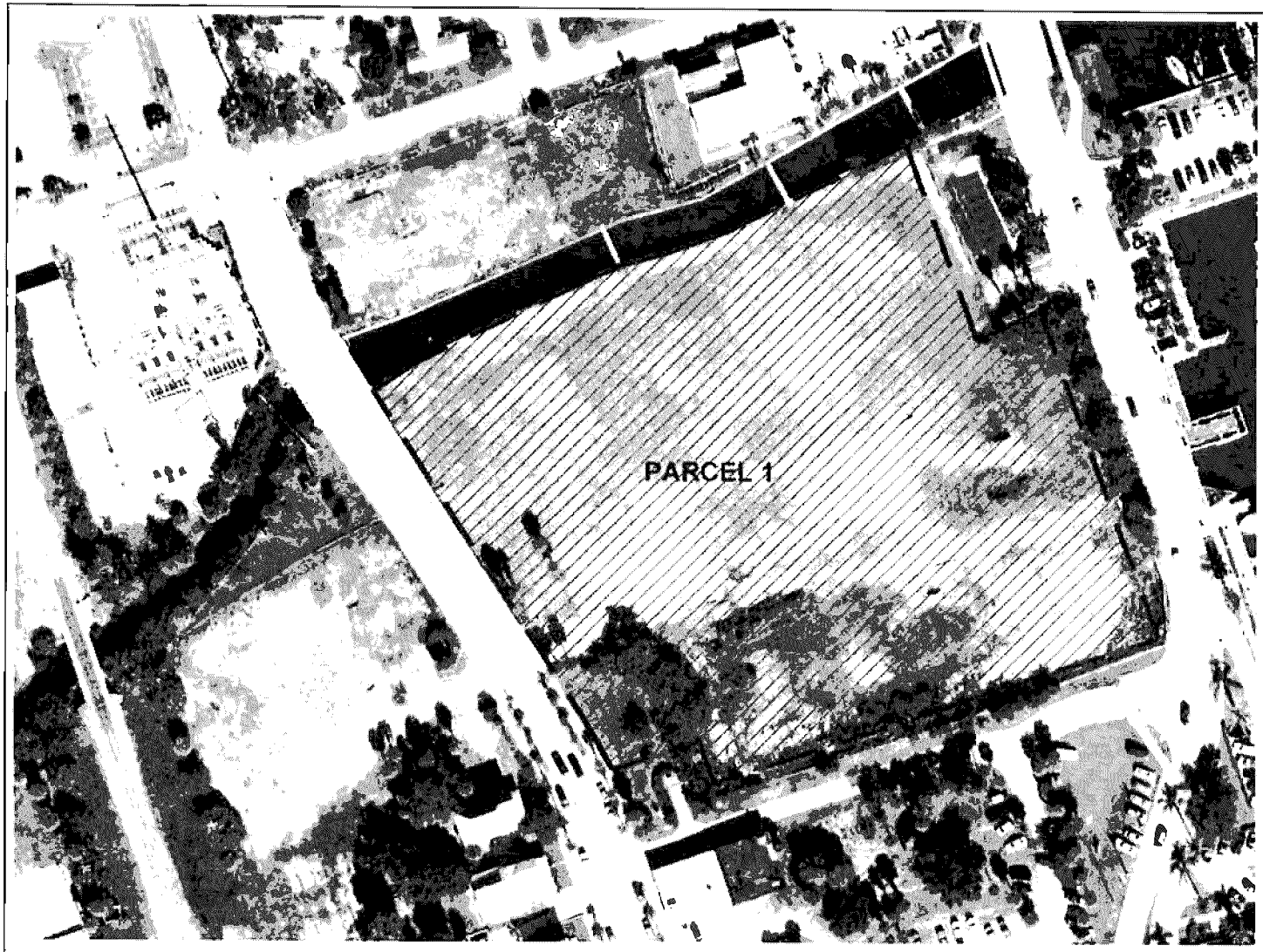


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

DESIGNED KAS
DRAWN MTP
CHECKED
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

PROJECT NO. 000122-9276-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001

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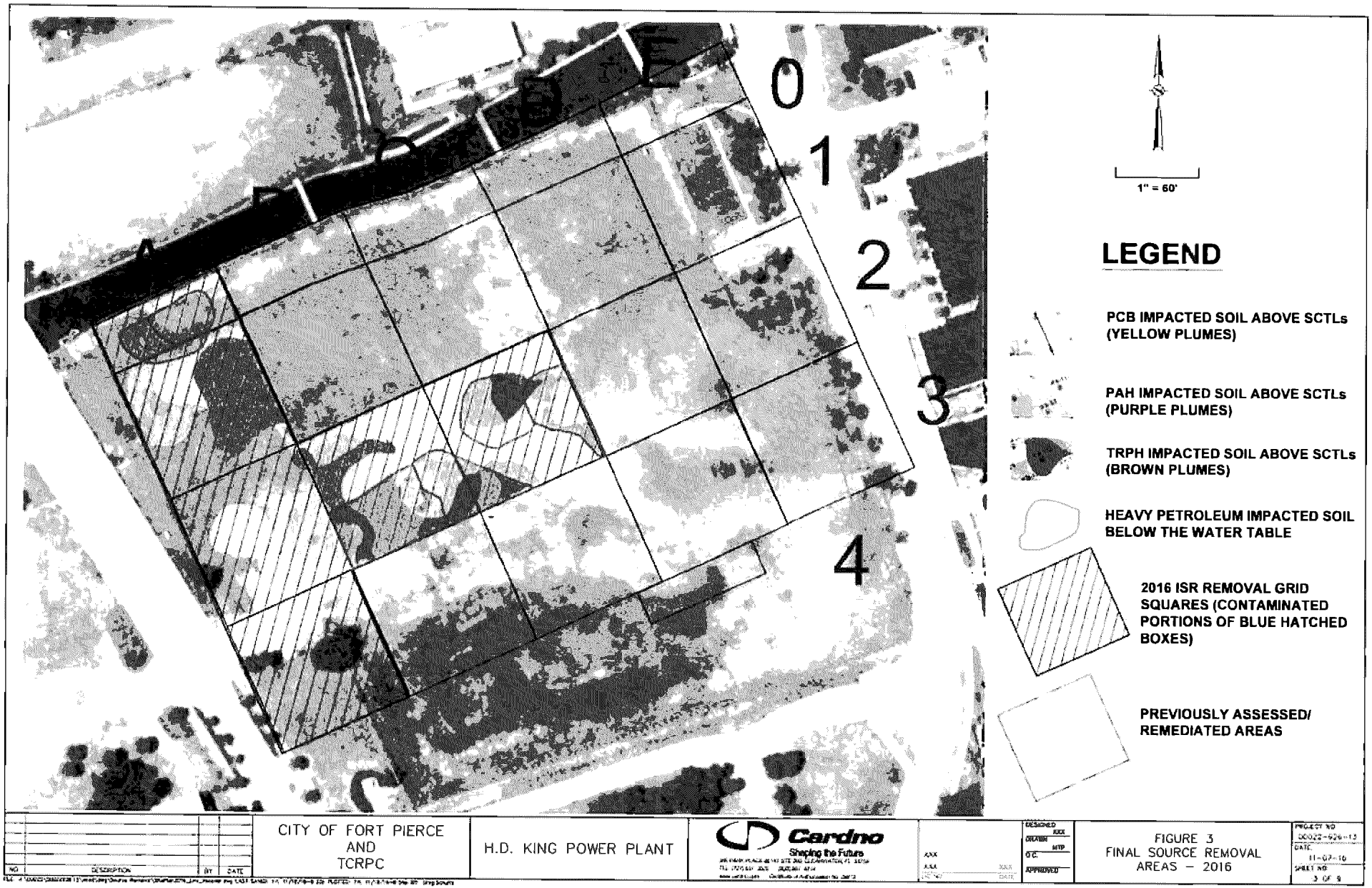

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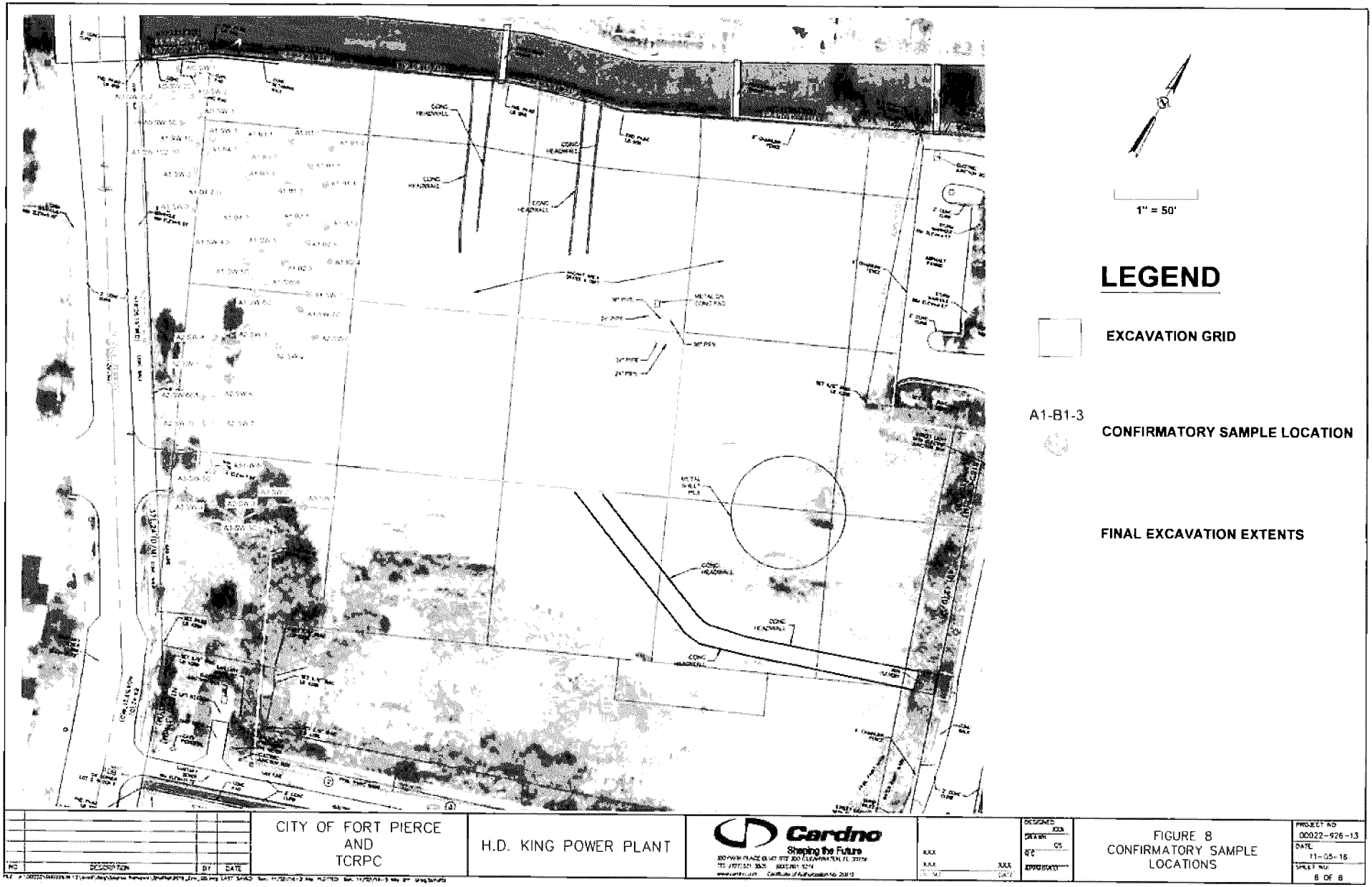

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H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.061	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenzo(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051 U		0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	8.8	0.034	U	0.112		0.171		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	0.079	U	**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.663**		**0.185**		0.052	U
Calculation	Sum Pyrenes Benz		mg/Kg dw	0.1	0.7	8	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

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Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Control Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101	U	0.031	U	0.542		0.032	U	0.052	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.834		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

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Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/21/2016		6/21/2016		6/22/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	2.1	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.065**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 6 FDEP Site ID No.: COM_82363 (BF561101001)

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/7/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	50000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.00**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

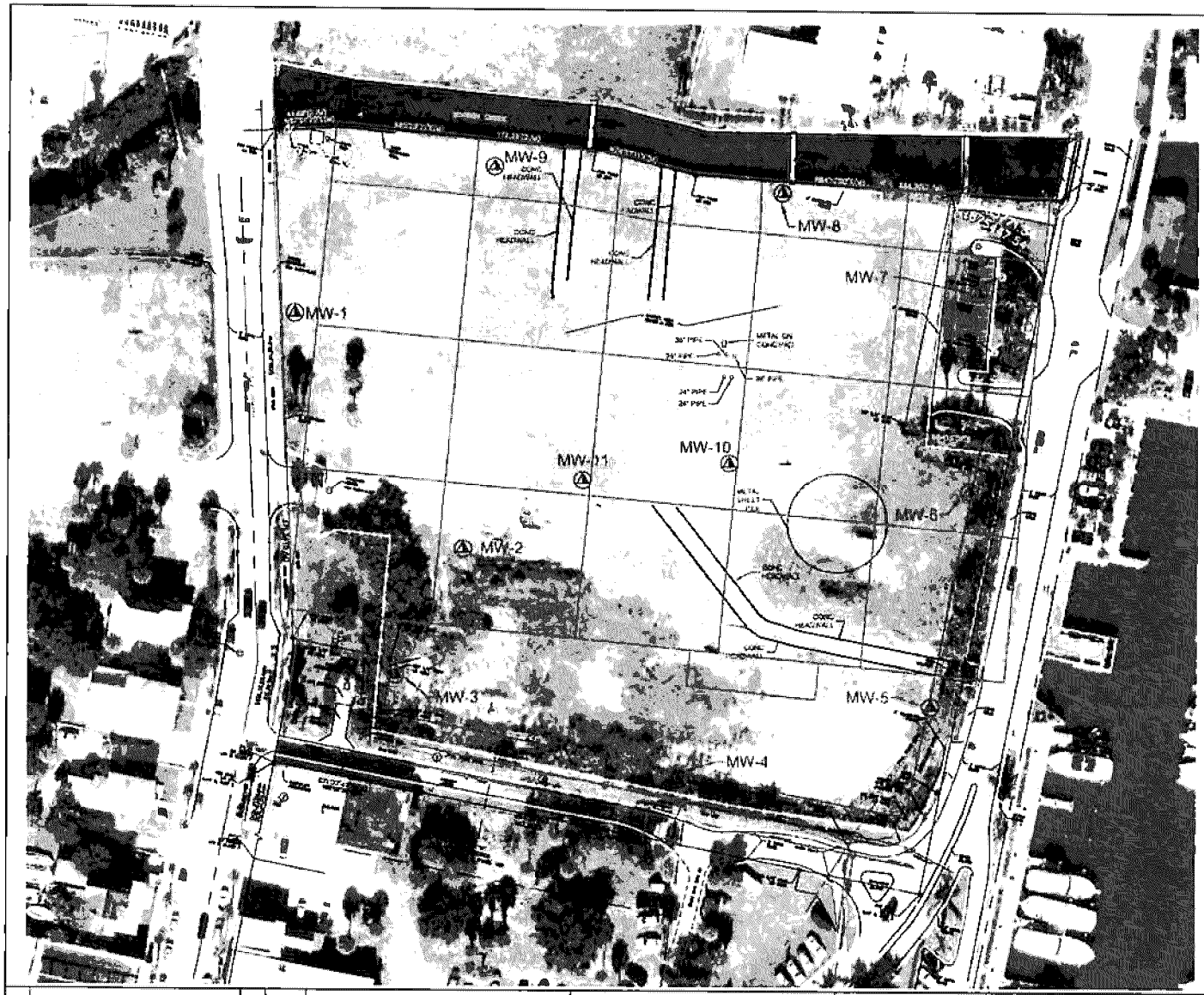
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs



1" = 70'

LEGEND

MW-6 — MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	FIGURE 8 MONITOR WELL LOCATIONS

DESIGNED XXX
DRAWN MTP
CHK'D
APPROVED
PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 8

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/5/2014		9/17/2014		6/2/2015		6/5/2014		9/17/2014		6/2/2015		6/5/2014		9/17/2014		6/2/2015		6/5/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	260	2600	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37		20	U	20	U
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5					
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	Bromomethane	74-83-9	ug/L	No GTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Chloroethane	75-00-3	ug/L	28	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Trichlorofluoromethane	75-69-4	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethyl Ether	60-29-7	ug/L	600	6000	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Ethylene Oxide	75-21-8	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46		1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	4.6	46	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Tetramethylsilane	75-76-3	ug/L	1400	14000	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U
EPA 8260B	Isobutanol	78-83-1	ug/L	2100	21000	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U
EPA 8260B	Isopropylbenzene	98-82-8	ug/L	0.8	8	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Methyl Methacrylate	80-62-6	ug/L	20	200	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
EPA 8260B	Methyl-tert-butyl ether	1634-04-4	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	500	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U
EPA 8260B	n-Butylbenzene	104-51-8	ug/L	No GTL	NE	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	1.6		0.28	U
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No GTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	Pentachloroethane	76-01-7	ug/L	No GTL	NE	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U
EPA 8260B	Propanenitrile	107-12-0	ug/L	See GTL	NE	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No GTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No GTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No GTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No GTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	88	880	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	0.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.9		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	5	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3.7	37	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	21	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	No GTL	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	No GTL	NE	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitrophenol	88-75-5	ug/L	No GTL	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	No GTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	No GTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	No GTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.7	570	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	100-52-7	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	No GTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/10/2014		9/17/2014		6/2/2015		6/10/2014		9/17/2014		6/2/2015		6/10/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	RADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Di-n-butylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	Dibenzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7		0.3	U	4.6	
8270C	Diethylphthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	705600	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodimethylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitroso-di-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Nitrosodiphenylamine	86-30-6	ug/l	7.1	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	3.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	Arsenic	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
City Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____ 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Name: Jennifer K. Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: 3/22/2018
Print Name: Rose Blackwood

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

_____
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
City Attorney

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 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.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

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 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

GROUNDWATER RESTRICTED AREA
DESCRIPTION

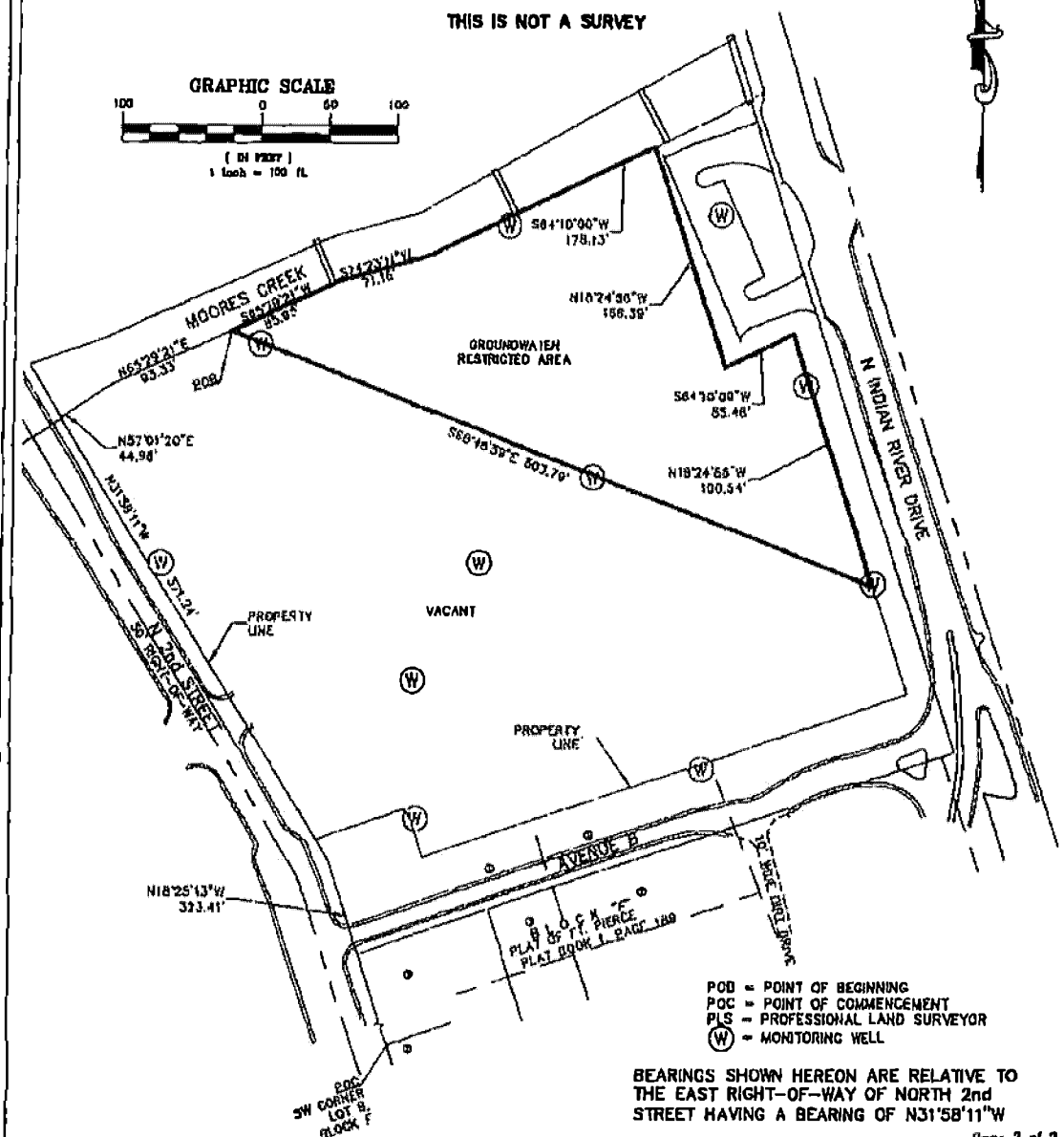
JOB NO: 13-071 sk1.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sk1.dwg, 3/21/2017 3:45:20 PM

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



Page 2 of 2

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sked.dwg, 3/21/2017 3:45:57 PM

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CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.cet-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

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 GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 3/16/22
7		Civil Design Process for Site Improvements, Mobilization and Permitting	180 days	Thu 3/17/22	Sat 9/10/22
8		Site Work / Remove buried Concrete and Unknown Piping	145 days	Tue 11/1/22	Sat 4/1/23
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		Permit Process	90 days	Fri 7/15/22	Mon 10/17/22
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		Permit Process	120 days	Mon 12/12/22	Sat 4/8/23
17		Property Purchase to Main Sail Group	30 days	Sun 2/12/23	Mon 3/13/23
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		Permit Process	90 days	Tue 3/14/23	Sat 6/10/23
23		Construction Duration	900 days	Sat 6/10/23	Tue 11/25/25
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		Permit Process	60 days	Mon 9/30/24	Sat 11/30/24
29		Construction Process	365 days	Tue 11/26/24	Tue 11/25/25
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		Permit Process	60 days	Sun 9/28/25	Wed 11/26/25
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26

EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

SAMPLE

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

SAMPLE

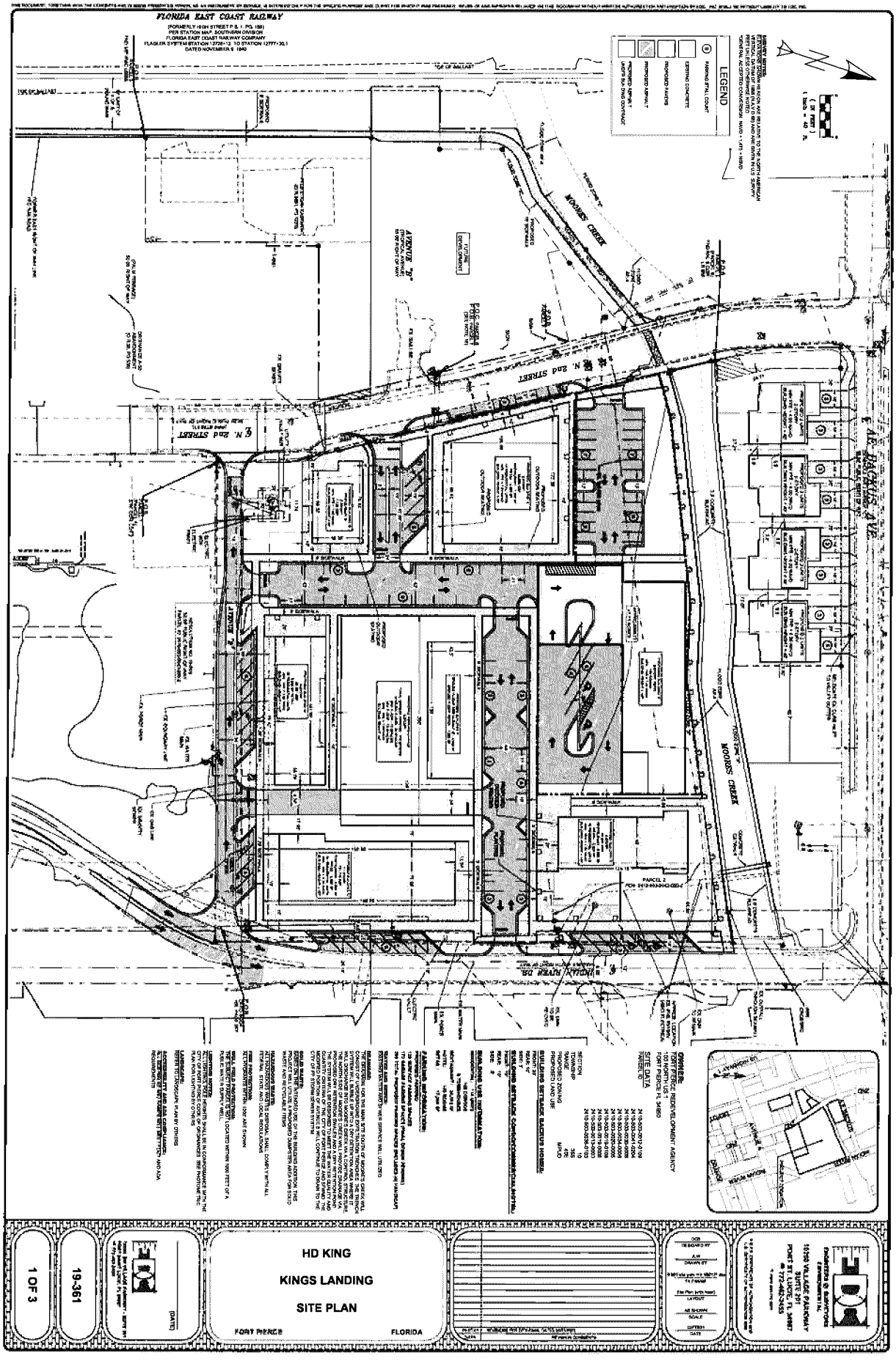
§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5125369 OR BOOK 4919 PAGE 632, Recorded 11/28/2022 12:58:42 PM

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

WHEREAS, the City and Audubon entered into an Amended and Restated Agreement for Development of King's Landing dated February 8, 2022 and recorded in Official Records Book 4775, Page 2707, of the Public Records of St. Lucie County (the "Amended and Restated Agreement"); and

WHEREAS, the Amended and Restated Agreement supersedes the Original Agreement for Development; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

NOW, THEREFORE, the undersigned parties to this Agreement do hereby amend the Amended and Restated Agreement as set forth herein:

1. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.

5. **Economic Development Incentives**. Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:

13. **Tax Increment Financing and Other Incentives**. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.

a. **The Hotel Parcel**. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit "I"**, attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the $200,000.00 annual limit and $1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels**.
No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel).

c. **Rights and Obligations to Run with the Property**. The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments**. Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

7. **Counterparts**. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President / CEO

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21ST day of November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson
Print Name: Linda Hudson
Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

St. Lucie EDC

EXHIBIT I

EXECUTIVE COMMITTEE
Robert Barfield, Treasurer, Seacoast Bank
Javier Cisneros, Fort Pierce Utilities Authority
Eric Goldman, HCA Florida Lawnwood Hospital
Chris Fogal, CPA, PA, Chair, Carr, Riggs, Ingram
Azlina Goldstein, Chair-Elect, GL Homes
Rob Lord, Past-Chair
Tim Moore, PhD, Indian River State College
Madhu Sasidhar, MD, MBA, FCCP , Cleveland Clinic Tradition Hospital
Peter Tesch, Economic Development Council
Shrita Walker, Secretary, MIDFLORIDA Credit Union

BOARD OF DIRECTORS
Mike Adams, Adams Ranch
Michael Ansorge, OCULUS Surgical
Nico Apfelbaum, Esq., Apfelbaum Law
Terissa Aronson, SLC Chamber of Commerce
Brian Bauer, CareerSource Research Coast
Russ Blackburn, City of Port St. Lucie
Ian Cotner, AT&T Florida
Peter Crane, Sansone Group
Marshall Critchfield, Florida Power & Light
Lee Dobbins, Esq., Dean Mead/TCMA
Phil Doumar, EDC EXCEL
Rod Kennedy, Engineering Design & Construction
Richard Kolleda, FACHE, Spherion
Leslie Kristof, Keiser University
Tammy Matthew, Bank of America
Nick Mimms, City of Fort Pierce
Neil Morgan, Comcast Business
Brandon Nobile, Remnant Construction
Cara Perry, Florida Atlantic University
Roxanne Peters, SouthState Bank
Jon Prince, PhD, St. Lucie Public Schools
Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
Richard Tambone, Tambone Companies
Howard Tipton, St. Lucie County
Jeremy Wiernasz, PGA Golf Club
Kara Wood, Hi-Tide Boat Lifts
Amber Woods, Treasure Coast Lexus

August 26, 2022

[redacted]

Re: [redacted] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [redacted]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [redacted] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([redacted]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of $20.8 M and direct spending of $13.3 M, the hotel project generates over 221 jobs and $6.7 M in supporting wages plus generating $2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [redacted]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [redacted] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of $28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly $730,353.00 with approximately $393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at $28 M and $43M for demonstration purposes).

- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits*: There are roughly $2.784 M in local government impact fees alone for both the hotel project ($723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.

- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for $2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.

- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.

- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [redacted] for the development of the hotel. The estimated market value of the property is $1.5 M.

- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[redacted] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [redacted] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

THE SUNRISE CITY
FORT PIERCE
CITY MANAGER' S OFFICE Florida

March 21, 2024

Dale Matteson
P.O. Box 981
Palm Beach, FL 33480

VIA EMAIL: dale@audubondevelopment.com

Re: NOTICE OF DEFAULT

Dear Mr. Matteson:

As outlined in the attached First Amendment to the Amended and Restated Agreement for Development of King's Landing, it was expected that the developer would submit the application for building permits or DPCR approval for Phase 2 no later than March 18, 2024.

According to the Amended and Restated Agreement, Phase 2 is defined as the construction of the following:

- Building C – 11 story building with restaurant, retail, and 48 residential units
- Building D – 8 story building with restaurant, retail, and 19 residential units
- Building F – Ground floor restaurant and retail
- Building G – 8 story building with retail and 25 residential units

We are aware that a DPCR application was submitted by your development team for site work for Phase 2; however, all site work is scheduled to be performed and completed within the dedicated timelines for the Phase 1 construction of this development project. Therefore, based on our review, the aforementioned milestone for Phase 2 has not been achieved.

Please accept this letter as written notice of default under this agreement pursuant to Section 10g of the Amended and Restated Agreement for Development of King's Landing. Audubon shall have 30 days to cure this default and come into compliance with the provisions of this agreement.

Sincerely,

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

Attachments

c: City Attorney
City Clerk
Mayor and City Commissioners
Economic Development Manager

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5125369 OR BOOK 4919 PAGE 632, Recorded 11/28/2022 12:58:42 PM

FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this 21st day of November, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

WITNESSETH:

WHEREAS, the City and Audubon entered into an agreement dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"); and

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WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by extending certain deadlines reflected Section 9, related to the Development Timeline; and

WHEREAS, Audubon and the City have agreed to amend the Amended and Restated Agreement by revising Section 13, related to Tax Increment Financing;

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1. **Recitals**. The recitals set forth above are incorporated herein by reference and made a part of this Agreement as if fully set forth herein verbatim.

2. **Effective Date.** This Agreement shall become effective immediately upon approval and execution by Audubon, the Fort Pierce City Commission and the FPRA Board, whichever is later.

3. **Development Timeline.** Paragraph 9 of the Amended and Restated Agreement provides that all dates set forth in the Construction Schedule and all Development Deadlines shall be automatically adjusted based upon the actual date of the Closing (i.e. for every day that the Closing was delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The Closing date was April 7, 2022 (157 days after November 1, 2021), therefore all dates set forth in the Construction Schedule and all Development Deadlines were delayed by 157 days. The parties hereto agree that the dates set forth in the Construction Schedule and all Development Deadlines shall be further delayed by the number of days from the Closing date

of April 7, 2022 until the date of final approval of this Agreement by the FPRA Board on November 8, 2022 (an additional 215 days, or 372 days total (157 + 215 = 372)). Therefore, Paragraph 9 of the Amended and Restated Agreement is hereby amended as follows:

a. Phase 1. Audubon shall Commence Construction of Phase 1 no later than September 20, 2023 and shall complete construction of Phase 1 no later than February 5, 2026.

b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024. Audubon shall Commence Construction of Phase 2 no later than June 16, 2024 and shall complete construction no later than December 2, 2026.

c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than October 4, 2025. Audubon shall Commence Construction of Phase 3 no later than December 3, 2025 and shall complete construction no later than December 2, 2026.

4. **Adjustments to Exhibit "F".** The dates in Exhibit "F" to the Amended and Restated Agreement shall adjust automatically to reflect the dates set forth in Paragraph 3, above.

5. **Economic Development Incentives**. Paragraph 13 of the Amended and Restated Agreement is deleted in its entirety and replaced with the following Paragraph 13:

13. **Tax Increment Financing and Other Incentives**. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments, and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, or the then-owner of the respective parcel of the Property, TIR received by the FPRA as set forth below.

a. **The Hotel Parcel**. If Audubon or its successor-in-title presents to the City plans for the construction of a hotel of sufficient quality as determined by the City, in the City's reasonable discretion, the City will provide economic incentives specific to the Hotel Parcel, as set forth in **Exhibit "I"**, attached hereto and made a part hereof (the "Incentive Package"). Subject to such prior approval of the hotel plans, the City shall only commit to providing the portion of the Incentive Package which is within the jurisdiction and control of the City, but the City will cooperate with any other governmental agencies to the extent they are providing other portions of the Incentive Package. With respect to the Hotel Parcel, FPRA shall rebate TIR received by FPRA during each of the first ten (10) calendar years (January 1 through December 31) after the issuance of a certificate of occupancy or similar certificate of completion for vertical improvements and the addition of the improved Hotel Parcel to the County tax rolls. The FPRA shall begin to issue such rebates according to a sliding scale, beginning the first year after issuance of the certificate of occupancy or similar certificate of completion and the addition of the improved Hotel Parcel to the County tax rolls. The sliding scale shall be as follows: one hundred percent (100%) for the first five (5) years; then on a decreasing scale of ninety percent (90%), eighty percent (80%), sixty percent (60%), forty percent (40%), and twenty percent (20%) for each successive year. FPRA shall deliver such rebate payments no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable

TIR for the Hotel Parcel. Such rebate payments shall not count toward the $200,000.00 annual limit and $1,000,000.00 five-year cumulative limit set forth in Paragraph 13(b), below.

b. **All Other Parcels**.
No TIR rebate shall be paid with respect to the residential parcels north of Moore's Creek on A.E. Backus Ave. (the "Backus Parcels"). With respect to all other parcels comprising the Property, excluding the Hotel Parcel and the Backus Parcels, FPRA shall rebate fifty percent (50%) of all TIR received by FPRA during each of the first five (5) calendar years (January 1 through December 31), beginning the first year after the issuance of a certificate of occupancy or similar certificate of completion for Phase 2 vertical improvements and the addition of said improved parcel(s) to the County tax rolls. Such rebate payments shall be delivered no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable TIR for each parcel of the Property. Failure of one parcel owner to timely pay property taxes shall not delay the rebate payment of another parcel owner. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property (excluding the Hotel Parcel and the Backus Parcels), and shall not exceed one million dollars ($1,000,000.00) cumulatively for all five (5) years for the entire Property (excluding the Hotel Parcel and the Backus Parcels). If calculation of the rebates in any given year would result in a total rebate for the entire Property (excluding the Hotel Parcel and the Backus Parcels) in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels. (For example, if the rebates for the entire Property, excluding the Hotel Parcel and the Backus Parcels, would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel).

c. **Rights and Obligations to Run with the Property**. The rights and obligations set forth in this Paragraph 13 shall run with the Property and shall benefit and be enforceable by successors-in-title to Audubon holding title to any portion of the Property (excluding the Backus Parcels), subject to the provisions of this paragraph. Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

6. **No Further Amendments**. Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect.

7. **Counterparts**. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

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

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: Dale Matteson
Title: President / CEO

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Dale Matteson as President of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☐ is personally known to me, ☒ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

LINDA M. BRIGLIA
Commission # GG 364898
Expires September 1, 2023
Bonded Thru Troy Fain Insurance 800-385-7019

_____
Notary Public, State of Florida
Print Name: Linda M. Briglia
Commission #: GG364898
My Commission Expires: 9/1/23

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 21ST day of November, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson
Print Name: Linda Hudson
Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

The foregoing instrument was acknowledged before me this 8th day of November, 2022, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

St. Lucie EDC

EXHIBIT I

EXECUTIVE COMMITTEE
Robert Barfield, Treasurer, Seacoast Bank
Javier Cisneros, Fort Pierce Utilities Authority
Eric Goldman, HCA Florida Lawnwood Hospital
Chris Fogal, CPA, PA, Chair, Carr, Riggs, Ingram
Azlina Goldstein, Chair-Elect, GL Homes
Rob Lord, Past-Chair
Tim Moore, PhD, Indian River State College
Madhu Sasidhar, MD, MBA, FCCP , Cleveland Clinic Tradition Hospital
Peter Tesch, Economic Development Council
Shrita Walker, Secretary, MIDFLORIDA Credit Union

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Phil Doumar, EDC EXCEL
Rod Kennedy, Engineering Design & Construction
Richard Kolleda, FACHE, Spherion
Leslie Kristof, Keiser University
Tammy Matthew, Bank of America
Nick Mimms, City of Fort Pierce
Neil Morgan, Comcast Business
Brandon Nobile, Remnant Construction
Cara Perry, Florida Atlantic University
Roxanne Peters, SouthState Bank
Jon Prince, PhD, St. Lucie Public Schools
Staci Storms, Broward, Palm Beaches & St. Lucie Realtors
Richard Tambone, Tambone Companies
Howard Tipton, St. Lucie County
Jeremy Wiernasz, PGA Golf Club
Kara Wood, Hi-Tide Boat Lifts
Amber Woods, Treasure Coast Lexus

August 26, 2022

[redacted]

Re: [redacted] Development Business Assistance and Incentive Package for Hotel Project at King's Landing

Dear [redacted]:

On behalf of the Economic Development Council of St. Lucie County (EDC), it is our pleasure to present this letter which contains a comprehensive suite of assistance and incentive programs for the abovementioned project. Along with our partners, the City of Fort Pierce, St. Lucie County and Fort Pierce Utilities Authority (FPUA), we would like to express our very strong desire to have this immensely important economic development project in our community.

As you recall, the EDC commissioned [redacted] last year to perform an Economic Impact Study which measured the estimated direct spending and economic output of a full service, 140 room boutique ([redacted]) hotel in the mixed-used development of King's Landing in Fort Pierce. With annual economic output of $20.8 M and direct spending of $13.3 M, the hotel project generates over 221 jobs and $6.7 M in supporting wages plus generating $2.0 M in state and local taxes. Hence, the tremendous direct fiscal benefits as well as very significant economic output potentially accruing to Fort Pierce and the County.

It is the EDC's opinion that to attract a high-end hotel project to Fort Pierce there will have to be an overall aggressive public private partnership approach featuring expedited permitting, a business assistance and incentive package and possibly, securing state and federal infrastructure grants to successfully complete this project. This will be a very significant undertaking, using the concerted efforts of the following entities:

- City of Fort Pierce
- St. Lucie County
- Fort Pierce Utilities Authority (FPUA)
- State & Federal Government Agencies
- Audubon Development
- [redacted]
- St. Lucie EDC
- Others

Proposed Business Assistance and Incentive Package:

The King's Landing property, a certified Brownfields site, is located in the City's Community Redevelopment District (CRA) and a Tax Increment Finance (TIF) area. The Fort Pierce Redevelopment Authority (FPRA) collects tax revenue from paid Ad valorem and tangible personal property (TPP) taxes generated in the CRA.

Based on the discussions with our partners in concert with Audubon Development, it is the EDC's recommendation that the following resources be arranged to entice [redacted] to make the appropriate investment on the property. The City of Fort Pierce will pursue a developer's agreement with your company which will prospectively feature the following incentives:

- *TIF Revenue Sharing Arrangement:* FPRA through the developer's agreement will provide a series of rebates over a ten-year period (5 years at 100% and a 5-year sliding scale of 90-80-60-40-20%). Based on the project's annual real property tax revenue generation, the rebate will be up to the assessed value of the hotel's ad valorem and TPP taxes for the city and county portion of tax bill. (Subject to provisions of FPRA's TIF in CRA district). With a very conservative assessed value estimate of $28.0 M, the hotel project would generate annually total ad valorem property and TPP taxes of roughly $730,353.00 with approximately $393,612.00 being the City and County portion. (EDC is using a hypothetical assessed value of hotel facility and fixtures/equipment at $28 M and $43M for demonstration purposes).

- *Impact Fee Mitigation/ Other Fees & Permits Reductions and Credits*: There are roughly $2.784 M in local government impact fees alone for both the hotel project ($723.8K) and King's Landing development. The City plans to credit or waive all City impact fees associated with the hotel project and it is our intent to have St. Lucie County credit their portion of these specific road impact fees pending FPRA approval of the incentive package on or after September 13th.

- *Utilities – Electric, Water/Sewer, Telecommunications Assistance:* Fort Pierce Utilities Authority will eliminate CIC charges as well as certain connection and impact fees relating water and sewer infrastructure. There are other electrical utility and telecommunications items in the form of cost savings. (Waiting for FPUA to confirm)

- *Federal and State Infrastructure Grants:* The City of Fort Pierce has applied to the State of Florida Department of Economic Opportunity's Florida Job Growth Grant Fund program for $2.74 M in road bridge and infrastructure improvements surrounding the King's Landing area. EDC has also suggested further exploration of New Market Tax Credits for the project and utilization of the State's Brownfields Redevelopment Tax Refund program based on the number of new permanent jobs created by the hotel. Details of these programs will be provided in separate correspondence.

- *Expedited Permitting:* The City will implement a formalized expedited permitting program for the project, establish a person responsible for facilitating the process and coordinate with other governmental agencies in the permitting and regulatory functions.

- *Audubon Development Contribution:* Dale Matteson has agreed to donate approximately 1.5 acres of King's Landing property to [redacted] for the development of the hotel. The estimated market value of the property is $1.5 M.

- *Other Financial and Cost Sharing Arrangements:* As indicated by the City staff, they have identified several conceptual cost sharing approaches between the developers and the City which could result in several mutually beneficial arrangements (parking garage, marina, Brightline train station, etc.) These items will be further articulated by the City.

[redacted] understands it must meet certain local government economic development performance standards which may include certain "clawback" provisions, if necessary. This would also include maintaining the intended use for the facility. Many of these standards are based on job creation, capital investment and other relevant factors. As you are aware, the proposed assistance and incentive package presented here is a suggested proposal and must be approved first by both the Fort Pierce City Commission and the St. Lucie County Board of County Commissioners.

The EDC very much appreciates the opportunity to work with you on this critical economic development project. We want you to know the City of Fort Pierce have an unwavering commitment to our community's economic growth including its quality of life and will do everything possible to help create sustainable jobs for our residents. [redacted] proposed hotel is an excellent opportunity for downtown Fort Pierce, and we look forward to making it a reality!

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4996647 OR BOOK 4775 PAGE 2707, Recorded 02/18/2022 11:34:46 AM

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Moore
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

THIS AGREEMENT (the "Agreement") is made and entered into as of this 8th day of February, 2022, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation ("Audubon"), whose mailing address is P.O. Box 981, Palm Beach, FL 33480, the CITY OF FORT PIERCE, a Florida municipal corporation (hereafter referred to as the "City of Fort Pierce"), whose mailing address is City Hall, 100 North U.S. 1, Fort Pierce, FL 34950 and the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 (the "FPRA") (collectively, the City of Fort Pierce and the FPRA shall be referred to herein as the "City").

This Agreement hereby amends, restates and replaces that certain Agreement for Development of King's Landing executed by and between Audubon, the City of Fort Pierce and FPRA dated December 2, 2019 and recorded in Official Records Book 4353, Page 1200, as amended by that certain First Amendment to Agreement for Development of King's Landing, dated February 3, 2020 and recorded in Official Records Book 4382, Page 118, both of the Public Records of St. Lucie County Florida (collectively, the "Original Agreement for Development"). The parties hereto also agree that certain deadlines and time periods set forth in the Original Agreement for Development were tolled as set forth in that certain Memorandum of Understanding as to Agreement for Development of King's Landing, between the City or Fort Pierce, FPRA and Audubon (the "MOU"), executed on or about March 25, 2020. Audubon, the City of Fort Pierce and FPRA hereby acknowledge and agree that the terms, covenants and conditions of the foregoing Original Agreement for Development, shall hereinafter be deemed to be as set forth herein, The Effective Date of this Agreement shall be the Effective Date of the Original Agreement for Development: December 2, 2019.

W I T N E S S E T H:

WHEREAS, the City of Fort Pierce and the FPRA are the record owners, as their record interests may appear, of fee simple title to the unimproved real property described on **Exhibit "A"**, attached hereto and made a part hereof (the "Real Property"); and

WHEREAS, the City issued a request for proposals ("RFP") requesting that qualified developers submit proposals for the development of the Real Property; and

WHEREAS, after evaluating the responses submitted in the competitive procurement process in response to the City's RFP, the City found that Audubon has submitted the most advantageous proposal; and

WHEREAS, Audubon has proposed the development of a mixed use development on the Real Property referred to as King's Landing, including a hotel, condominiums, restaurants, retail, office, single family residences and apartments, as more generally set forth in the RFP (the "Project"); and

WHEREAS, the City and Audubon both desire to enter into an agreement, allowing Audubon to proceed with obtaining land development approvals more specifically setting forth the master plan and development standards for the Project, providing for the conveyance of the Real Property to Audubon subject to the terms and conditions hereof, and allowing for the construction of the Project on the Real Property in phases, as more specifically set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements contained herein, and the mutual benefits hereunder, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do covenant and agree as follows:

1. Agreement to Develop. The City agrees to convey the Real Property to Audubon and Audubon agrees to develop the Real Property in accordance with the terms and conditions set forth herein. The term "Property" shall include the Real Property described in **Exhibit "A"**, together with all right, title and interest, if any, of the City in and to (i) any improvements to the Real Property, (ii) any condemnation award relating to the Real Property, and (iii) all easements, rights-of-way and appurtenances benefitting or appurtenant to the Real Property.

2. Due Diligence Period. Audubon, its agents, employees and contractors shall have one-hundred and twenty (120) days from and after the Effective Date (which one-hundred and twenty (120) day period is hereinafter referred to as the "Due Diligence Period") within which to undertake engineering and other tests, borings, studies, investigations and assessments of and concerning the Property, at Audubon's sole cost and expense, as Audubon determines may be necessary or desirable in order to determine and evaluate (i) compliance of the Property with all zoning, environmental and other codes, ordinances, statutes, rules and regulations affecting the same, (ii) soil compaction, drainage and other physical characteristics of the Property, (iii) the feasibility of developing the Property for Audubon's intended use, including preparing draft site plans, drainage plans, utility plans and financial feasibility studies, and (iv) any other matters as shall be deemed by Audubon, in Audubon's sole and absolute discretion, to be necessary for Audubon to determine the feasibility of Audubon proceeding with the development of the Property. The City hereby grants to Audubon, its agents, employees, contractors and engineers, a right of entry upon the Property and any part thereof during the Due Diligence Period for the purposes of assisting such inspections and review, including environmental studies, soil compaction studies, soil borings and other physical inspections, and to show the Property to third parties (including, without limitation, architects, attorneys, insurers, financial institutions and other lenders or investors), and the City hereby agrees to cooperate with Audubon's studies and investigations, as reasonably required. Audubon shall be responsible for prompt payment for such inspections and for repair of damage to and restoration of the Property resulting from such studies and inspections. Audubon shall not subject the Property to any liens in connection with such studies and investigations and Audubon shall immediately discharge any liens which may be recorded against the Property resulting from such studies and investigations. Audubon agrees

to indemnify and hold harmless the City from all losses, damages, penalties, attorney's fees and costs arising out of property damage, personal injury or wrongful death caused by Audubon, or Audubon's agents or contractors, in connection with any inspections of the Property. No later than five (5) days after the end of the Due Diligence Period, Audubon may, at Audubon's sole discretion and for any reason, terminate this Agreement by giving written notice thereof to the City, in which event this Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated. No later than fifteen (15) days after such termination of this Agreement, Audubon shall deliver to the City copies of any reports of studies and investigations procured by Audubon relative to the Property during the Due Diligence Period.

3. Copies of Reports. The City agrees to deliver to Audubon, within five (5) days following the Effective Date of this Agreement, copies of (a) any leases, lease amendments, contracts, licenses, governmental or quasi-governmental permits or permit applications, (b) all reports, studies and investigations (including, without limitation, any environmental, engineering or water quality assessments or reports, title abstracts and policies, permits, surveys and soil tests) and (c) specifically, any information evidencing the removal of the title encumbrance that provided a right of reverter in favor of the State of Florida, in the possession of the City relating to the Property or any part thereof. The City shall also, upon request by Audubon, provide any information in the possession of the City relating to the remediation of environmental contamination on the Property.

4. Land Development Approvals.

a. City Obligations. The City shall, at no cost or expense to Audubon, be responsible for completing the following tasks:

i. The City shall give its best efforts to support abandoning of the road right-of-way of the section of Avenue B, shown on **Exhibit "B"**, attached hereto and made a part hereof (the "Avenue B Parcel"), it being the intention of the parties hereto that the Avenue B Parcel shall be included in the Property conveyed to Audubon at Closing, for development by Audubon. The City shall be responsible for completing and filing any required applications, paying any filing fees and processing the approval of the foregoing abandonment. The foregoing abandonment of the public right-of-way of the Avenue B Parcel, so that it may be conveyed to Audubon at Closing, shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

ii. The City shall give its best efforts to support amending the Comprehensive Plan of the City of Fort Pierce to change the future land use designation of the Property to Central Business District (CBD). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing future land use amendment, both at the City level and at the State level. The foregoing change in the Property's future land use designation to CBD shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iii. The City shall give its best efforts to support changing the zoning of the Property to Planned Development (PD), with an underlying zoning classification of Central Commercial Zone (C-4). (The term "Planned Development" as used in this Agreement shall refer to a Planned Development zoning category as defined in Section 22-40 of the City of Fort Pierce Code of Ordinances). The City shall be responsible for completing and filing any required applications and paying any filing fees associated with processing the approval of the foregoing zoning change. The foregoing change of the Property's zoning to Planned Development with an underlying zoning classification of Central Commercial Zone (C-4) shall be a Condition to Closing which, if not completed, may result in the termination of this Agreement as more specifically set forth in Paragraph 4.c below.

iv. The Florida Department of Environmental Protection ("FDEP") issued a Conditional Site Rehabilitation Order ("SRCO") dated May 22, 2018 to the City setting forth various conditions relating to the existing environmental contamination on the Property. The SRCO is attached hereto and made a part hereof as **Exhibit "C"**. Paragraph (c) on page 5 of the SRCO states that additional site rehabilitation may be required if the "level of risk is increased" due to "substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use". The City shall provide such information and documents to Audubon relative to the SRCO as Audubon may request in order for Audubon to notify FDEP of the proposed Project. Audubon shall notify FDEP of the proposed Project, and shall obtain written confirmation from FDEP, in form reasonably satisfactory to Audubon, before the end of the Due Diligence Period, that development of the Project will not require that additional remediation be completed on the Property or that additional restrictions be placed upon the use or development of the Property. The City agrees to cooperate with Audubon's efforts to obtain such written confirmation from FDEP. In the event that FDEP does require additional remediation or additional restrictions not currently set forth in the SRCO, then Audubon and the City shall work in good faith to amend this Agreement to address such remediation and/or conditions. In the event that Audubon and the City do not reach agreement with respect to such amendment to this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other, in which event all rights and liabilities of the parties pursuant to this Agreement shall be terminated.

b. Audubon Obligations. Audubon shall, at Audubon's sole cost and expense, be responsible for completing the following tasks:

i. Apply to and obtain approval from the City of Fort Pierce of a Planned Development master site plan (the "Site Plan") and development standards for the Property, allowing for a mixed use development, including a hotel, condominiums, restaurants, retail, office and apartments, as more generally set forth in the RFP.

ii. Providing the City with financial information responding to the request for additional information set forth in the memo from WTL+a, attached hereto as **Exhibit "D"**.

c. Right to Terminate. If all of the foregoing tasks set forth in Paragraphs 4.a and 4.b above (collectively the "Conditions to Closing") have not been completed within two-hundred and seventy (270) days after the Effective Date, then either party to this Agreement may terminate this Agreement by giving written notice thereof to the other party, in which event this

Agreement shall be terminated, and all rights and liabilities of the parties pursuant to the Agreement shall be terminated.

5. Evidence of Title. Within thirty (30) days after the Effective Date, Audubon shall obtain, at Audubon's expense, a Title Insurance Commitment (the "Commitment") for an Owner's Title Insurance Policy (the "Policy") issued by a Florida licensed title insurer (the "Title Company") evidencing that the City of Fort Pierce and/or FPRA are vested with fee simple title to all of the Real Property, free and clear of all liens, encumbrances, exceptions or qualifications whatsoever save and except for: (a) "Permitted Exceptions" as defined hereinbelow; and (b) those exceptions to title which are to be discharged by the City at or before the Closing. The Commitment shall also evidence that upon the execution, delivery and recordation of the Deed to be delivered pursuant to the provisions of this Agreement and the satisfaction of all requirements specified in Schedule B, Section 1 of the Commitment, Audubon shall acquire fee simple title to the Real Property, subject only to the Permitted Exceptions.

Audubon shall have a period of fifteen (15) days after receipt of the Commitment within which to cause the same to be examined and to notify the City in writing of any objections that would render title to the Real Property unmarketable or would prevent development of the Project on the Real Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Commitment together with Audubon's written objections. The City, upon written notification thereof within such fifteen (15) day period, shall use reasonable diligence to remove, discharge or correct such objections, and shall have a period of sixty (60) days after receipt of notice in which to do so. If the City shall be unable to remove or discharge such objections within the foregoing sixty (60) day period, then Audubon may, within ten (10) days from the expiration of the sixty (60) day period, give notice to terminate this Agreement or agree to accept a conveyance of title at Closing in its then existing condition. If Audubon shall elect to terminate this Agreement, then neither the City nor Audubon shall have any further rights or obligations hereunder. Any items shown in the Commitment which Audubon does not timely object to, or which Audubon agrees to accept, in accordance with this paragraph, shall be deemed to be "Permitted Exceptions." The foregoing notwithstanding, if title defects are in the nature of liens or encumbrances arising by, through or under the City which can be discharged by the payment of money and are liquidated in amount (i.e., not contingent or unliquidated), then Audubon shall have the option to pay and discharge the same at or prior to Closing, in which event, a credit for the cost thereof shall be given to Audubon as part of the adjustments and prorations at the Closing.

Audubon may, prior to the date of Closing, obtain an update of the Commitment, and may reexamine title to the Real Property and deliver to the City written objection to any matter revealed by such title reexamination ("Subsequent Title Defect") other than the Permitted Exceptions. In the event that Audubon gives the City written objection to a Subsequent Title Defect, then the provisions set forth in the foregoing paragraph shall apply from and after the date of Audubon's notice thereof to City.

6. Survey. Within ninety (90) days after the Effective Date, Audubon may, at Audubon's sole cost and expense, have the Property surveyed by a registered Florida surveyor (the "Survey"). Audubon shall have a period of fifteen (15) days after receipt of the Survey within which to cause the same to be examined and to notify the City in writing of any

encroachment or any matter which would prevent development of the Project on the Property; provided, however, that in the event of any such notice by Audubon, Audubon shall provide the City with a copy of the Survey together with Audubon's written objections. The Survey objections shall be treated in the same manner as title objections are treated in Paragraph 5 above. Audubon's failure to have the Property timely surveyed in accordance with this paragraph or deliver timely notice of survey objections shall be deemed a waiver of Audubon's rights to object to survey defects as provided in this paragraph.

7. Closing and Conveyance of Property. At Closing (as defined below), the City of Fort Pierce shall first convey its interest in the Property to FPRA, and then FPRA shall convey all of the Property to Audubon. The closing for the conveyance of the Property from FPRA to Audubon (the "Closing") shall be at a date, time and place mutually agreed to by the City and Audubon, but within the municipal limits of the City of Fort Pierce, no earlier than twenty (20) days after the Conditions to Closing, as defined in Paragraph 4 above, have all been satisfied and no later than sixty (60) days after the Conditions to Closing have all been satisfied. At the time of the Closing hereunder, FPRA shall convey fee simple title to the Property to Audubon by Special Warranty Deed, in the form attached hereto as **Exhibit "E"** (the "Deed"). The consideration for such conveyance of the Property to Audubon is the obligations of Audubon as set forth in this Agreement, and no additional monetary consideration shall be paid from Audubon to the City for the Property. The conveyance of the Property shall be free and clear of all liens, encumbrances, exceptions or qualifications whatsoever, save and except only the following:

a. Ad valorem real property taxes and assessments for the year of closing and subsequent years.

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

d. The Reverter as defined in Paragraph 10 below, and as set forth in the Deed.

8. Closing Costs. Audubon shall pay for the cost of: (a) all documentary stamp taxes required to be paid with respect to the Deed and other instruments of conveyance, if any, it being understood that documentary stamp taxes may be due on the market value of the Property as of the date of Closing, (b) the Title Policy, it being understood that the title premium may be based on the market value of the Property as of the date of Closing, (c) all recording fees with respect to those closing documents which are to be recorded (not including, however, the cost of curative title instruments which are to be paid exclusively by the City), (d) any closing costs associated with third party financing, and (e) the Survey. The City shall pay all costs to obtain and record any documents required to cure any title defects or survey defects objected to by Audubon in accordance with Paragraphs 5 and 6 above. Any real property taxes and assessments shall be prorated as of the date of the Closing.

9. Development Timeline. The Project shall be constructed in phases, as such phases are identified below and in the Construction Schedule attached hereto and made a part

hereof as **Exhibit "F"** (the Construction Schedule). The dates set forth in the Construction Schedule and the Development Deadlines below assume that the date of the Closing will be November 1, 2021. However, all dates set forth in the Construction Schedule and the Development Deadlines below shall be automatically adjusted based upon the actual date of the Closing without any further action or agreement needed on the part of the parties hereto (i.e. for every day that the Closing is delayed after November 1, 2021, the dates set forth in the Construction Schedule and the Development Deadlines shall also be delayed by one day). The proposed site plan for the Project is attached hereto and made a part hereof for reference only as **"Exhibit H"** (the actual final Site Plan will be subject to approval by the City Commission). Subject to the foregoing, Audubon shall develop the Phases in accordance with the following (the deadlines set forth in Paragraphs 9.a through 9.e below shall be referred to as the "Development Deadlines"):

a. Phase 1. Audubon shall submit an application for building permit(s) for construction for Phase 1, no later than March 17, 2022. Audubon shall Commence Construction of Phase 1 no later than September 13, 2022. Construction of Phase 1 shall be completed no later than January 29, 2025.. Phase 1 shall include (i) infrastructure improvements serving the entire Project, including street paving, water and sewer facilities and drainage facilities (the "Infrastructure Improvements"), and (ii) construction of a hotel (Building E on Exhibit H), and may also include construction of the townhomes on A.E. Backus Ave at Audubon's option. Upon completion of the construction of the Infrastructure Improvements for Phase 1, the streets and all infrastructure improvements within such streets (but excluding the sidewalks), shall be conveyed to the City, as more specifically set forth in Paragraph 16 below.

b. Phase 2. Audubon shall submit an application for building permit(s) for construction of Phase 2 no later than March 12, 2023. Audubon shall Commence Construction of Phase 2 no later than June 10, 2023. Construction of Phase 2 shall be completed no later than November 25, 2025. Phase 2 shall include Buildings C, D, F and G on Exhibit H.

c. Phase 3. Audubon shall submit an application for building permit(s) for the construction of Phase 3, no later than September 27, 2024. Audubon shall Commence Construction of Phase 3 no later than November 26, 2024. Construction of Phase 3 shall be completed no later than November 25, 2025. Phase 3 shall include Buildings A and B on Exhibit H.

d. Phase 4. Audubon shall submit an application for building permit(s) for the construction of Phase 4 no later than five (5) years after Commencing Construction of Phase 1. Audubon shall Commence Construction of Phase 4 no later than ninety (90) days after the City issues the building permit(s) for the construction of Phase 4. Construction of Phase 4 shall be completed no later than six (6) years after Commencing Construction of Phase 1. Phase 4 shall include the "Future Development" area shown on Exhibit H, west of N. 2nd Street.

e. Commencement of Construction. For the purpose of determining the Development Deadlines set forth in this Paragraph 9, the terms "Commence Construction" or 'Commencing Construction" shall mean beginning substantial physical site work, such as clearing, excavating or grading the Property in preparation for pouring foundations and/or

installing utilities, or the installation of best management practices such as silt fences and turbidity barriers.

10. Default.

a. Possibility of Reverter. When the Property is conveyed by the City to Audubon at Closing, the Deed will contain language stating that the City will retain a "possibility of reverter", as more specifically set forth in **Exhibit "E"**, giving the City the right to re-enter and retake the property if Audubon defaults on its obligations set forth in this Agreement (the "Reverter").

b. Release of Reverter for Construction Loan. The construction loan for the Phase 1 Infrastructure Improvements will be secured by a mortgage on the entire Property, except the portion of the Property on which the hotel will be constructed (the "Hotel Parcel"). Upon the closing of the foregoing construction loan, the City will (a) review the loan documents to confirm to the City's reasonable satisfaction that the loan is for the construction of the Phase 1 Infrastructure Improvements for the Project, in accordance with the approved Site Plan for the Project, (b) confirm issuance of the performance bonds for the Infrastructure Improvements, as described in Paragraph 10.d below, and (c) sign an instrument releasing all of the Property, except the Hotel Parcel, from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the construction loan, so that the construction lender will acquire a construction mortgage encumbering all of the Property except the Hotel Parcel, securing the Construction Loan free and clear of the City's Reverter.

c. Release of Reverter from Hotel Parcel. Prior to conveyance of the Hotel Parcel to a third party developer, that will construct the hotel (the "Hotel Developer"), Audubon shall obtain approval from the City of a subdivision plat making the Hotel Parcel a separate lot for the development of the hotel(the "Hotel"). Prior to the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, the City will have the right to review the purchase and sale agreement between Audubon and the Hotel Developer, as more specifically set forth in Paragraph 12 below, to confirm it is consistent with the development of the Project in accordance with this Agreement and the approved Site Plan. Upon the closing of the forgoing sale of the Hotel Parcel to the Hotel Developer, the City will sign an instrument releasing the Hotel Parcel from the encumbrance of the Reverter, which instrument will be recorded in the public record at the time of the closing of the foregoing sale of the Hotel Parcel to the Hotel Developer, so that the Hotel Developer will acquire the Hotel Parcel free and clear of the City's Reverter.

d. Performance Bond. Audubon shall obtain a performance bond for the construction of the Infrastructure Improvements that equals or exceeds the estimated cost of such construction (currently estimated to be $2.5 million). Audubon shall also obtain a performance bond for the construction of the first Phase of vertical construction (other than the Hotel) that equals or exceeds the estimated cost of such construction. The City shall be named as an additional obligee on the performance bond for the Infrastructure Improvements. As a condition of obtaining a building permit for each of the future Phases of the Project (Phases 2 through 4), Audubon shall obtain a performance bond for each such future Phase, in the amount of the estimated cost of the construction of such Phase.. Each bond shall be in substantially the form attached hereto as **Exhibit "G"**, unless Audubon and the City mutually agree to a different form.

Each bond shall be released at the time that a certificate of occupancy or certificate of completion is issued for the bonded construction project.

e. Default by Audubon. In the event of a default or breach of this Agreement by Audubon the City may proceed at law or in equity to enforce its rights under this Agreement against Audubon, including but not limited to the right of specific performance. In addition, the City may exercise its rights pursuant to the Reverter, as defined above, or its rights pursuant to the performance bonds described in Paragraph 10.d above..

f. Default by City. In the event of a default or breach of this Agreement by the City, Audubon may proceed at law or in equity to enforce its rights under this Agreement against the City, including, but not limited to, the right of specific performance.

g. Right to Cure. The foregoing provisions of this Paragraph 10 notwithstanding, neither the City nor Audubon shall be deemed to be in default and/or breach under this Agreement, unless (i) the party alleging such default and/or breach shall have provided written notice of the alleged default and/or breach to the other party, (ii) the alleged defaulting and/or breaching party shall have failed within a period of thirty (30) days after receipt of such notice to cure said default and/or breach and (c) the alleging party is in compliance with the provisions of this Agreement.

11. Successors and Assigns. The terms herein contained shall bind and inure to the benefit of the City and its successors and assigns, and Audubon and its successors and assigns. No assignment of this Agreement by Audubon shall be effective unless and until such assignment shall be approved by the City in writing. The foregoing notwithstanding, Audubon may collaterally assign its rights under this Agreement to any lender providing financing for the development of the Project, and the City shall execute any acknowledgement of such collateral assignment as may be reasonably required by such lender, in a form reasonably acceptable to the City.

12. Approval of Third Party Developers. Audubon intends to obtain approval from the City of a subdivision plat, subdividing the Property into several parcels, consistent with the approved Site Plan. Audubon may sell or ground lease some or all of the subdivided parcels to third party developers, or may enter into joint venture agreements with such third party developers, allowing such third party developers to develop such parcels; provided, however, that Audubon shall ensure that any such agreements for the sale, ground lease, or joint ventures with third party developers shall be in writing and be subject to applicable terms and conditions of this Agreement and the conditions of approval and development standards approved by the City pursuant to the Planned Development approval for the Project. If Audubon wishes to enter into an agreement for a sale, ground lease, or joint venture with third party developers, Audubon shall give the City written notice of any such sale, ground lease or joint venture agreement, and shall deliver a copy of such agreement or lease to the City, so that the City may review such agreement and confirm that it is consistent with the development of the Project in accordance with this Agreement and the Site Plan. The City shall have fifteen (15) days from receipt of the foregoing written notice to deliver to Audubon written approval or denial of Audubon's request, and such approval shall not be unreasonably withheld. If the City does not deliver written denial to Audubon within such fifteen (15) day period, the City shall be deemed to have approved such

request. Any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property pursuant to this paragraph shall not relieve Audubon of its obligations under this Agreement, and such unrelated third party shall be required to develop same in accordance with the Site Plan and this Agreement. Furthermore, with respect to any sale, ground lease or joint venture, to or with an unrelated third party, with respect to a portion of the Property (excluding the Hotel Parcel) pursuant to this paragraph, the bonding requirements set forth in Paragraph 10.d above shall be required to be satisfied, by the posting of a performance bond by either Audubon or the third-party purchaser, ground lessee or joint venturer. In accordance with Paragraph 10.d, no performance bond shall be required with respect to the construction on the Hotel Parcel.

13. Tax Increment Financing. The FPRA collects certain tax increment revenue ("TIR") from the ad valorem real property taxes paid with respect to property located within the City of Fort Pierce Community Redevelopment Area. Audubon, or the then-owner or owners of the Property as the case may be, shall pay all ad valorem real property taxes, non-ad valorem real property taxes, special assessments and any other taxes on the Property as they become due and within the year in which they are first due. After confirming that such taxes have been paid with respect a parcel of the Property, FPRA shall rebate to Audubon, fifty percent (50%) of all TIR received by FPRA with respect to such parcel of the Property, during each of the first five (5) calendar years (January 1 through December 31) beginning the first year that vertical improvements to that property have received a certificate of occupancy or similar certificate of completion and have been added to the County tax rolls (i.e. excluding the Infrastructure Improvements). (For example, if construction of the Hotel on the Hotel Parcel is completed in 2022 and the value of the Hotel has been added to the tax assessed value of the Hotel Parcel for the 2023 calendar year, then the rebate shall apply to the Hotel Parcel for years 2023 through 2027). Such rebate payments shall be delivered to Audubon no later than thirty (30) days after FPRA receives from the County Tax Collector the applicable tax increment revenue for such property owner's parcel of the Property. Such rebate payments shall not exceed two hundred thousand dollars ($200,000.00) per year for the entire Property, and shall not exceed one million dollars ($1,000,000.00) cumulatively for the entire Property. If calculation of the rebates in any given year would result in a total rebate for the entire Property in excess of either of the forgoing limitations, then any required reduction in the rebates shall be applied in an equal percentage to all affected parcels of the Property. (For example, if the rebates for the entire Property would exceed $200,000 in a given year, because one parcel would otherwise be entitled to a $100,000 rebate and another parcel would otherwise be entitled to a $200,000 rebate, then the rebates for both parcels shall be reduced by 33.33%, resulting in a rebate of $66,666.67 for one parcel and $133,333.33 for the other parcel). Notwithstanding any covenant or provision to the contrary set forth herein, the right to receive TIR rebate payments set forth in this Paragraph shall benefit and be enforceable only by Audubon, and by any successor developer acquiring Audubon's rights and obligations under this Agreement, provided that Audubon assigns its right to receive TIR rebate payments to such successor developer (with respect to all or part of the Property) pursuant to a written instrument delivered to the FPRA and recorded in the public records of St. Lucie County. (For example, Audubon may assign its right to receive TIR rebates with respect to the Hotel Parcel to a future owner and developer of the Hotel Parcel, while retaining the right to receive TIR rebates with respect to the balance of the Property.) In the event that any part of the Property is subdivided pursuant a subdivision plat or divided into condominium units pursuant to

the Florida condominium statutes, Audubon, or any successor developer as set forth above, shall continue to have the right to receive the entire amount of the foregoing TIR rebate payments, unless and until such time as Audubon, or any such successor developer, no longer owns any portion of the Property. The owners of the platted lots or condominium units shall not have any right to receive any portion of the TIR rebate payments unless they are the successor developer of such property having been assigned such right to receive TIR rebate payments as set forth above.

14. Off Site Drainage. The SRCO (defined in Paragraph 4.a.iv above) and the Declaration of Restrictive Covenants recorded in Official Records Book 4111, Page 1502 of the Public Records of St. Lucie County, impose certain conditions and restrictions on the use and development of the Property. Such conditions and restrictions provide that construction of drainage swales or stormwater retention may only occur in the limited space outside of the groundwater restriction area identified therein. Therefore, the City will support Audubon's construction of off-site drainage and stormwater improvements on City land other than the Property, or within City rights of way, if Audubon determines that such off-site drainage and/or stormwater facilities would be beneficial to the Project, so that stormwater retention requirements for the Project may be met using such off site properties; provided, however, that the City retains sole and absolute discretion to designate such City land or City rights of way as well as the scheduling of Audubon's construction. This paragraph shall not require the City to purchase any land, and any such off site drainage or stormwater improvements shall be constructed at Audubon's sole cost and expense.

15. Moore's Creek/Street Trees. The City will support Audubon's efforts, at Audubon's sole cost and expense, to (a) construct a dock within Moore's Creek and/or a pedestrian bridge over Moore's Creek, and (b) install street trees along City streets adjacent to the Project, as Project amenities. The location of the dock, pedestrian bridge and/or street trees will be subject to review and approval by the City pursuant the process for approving the Planned Development master plan for the Project. Upon completion of construction, the dock within Moore's Creek and/or the pedestrian bridge over Moore's Creek shall become and remain property of the City in perpetuity and the City shall maintain such dock and/or pedestrian bridge. Audubon is expressly prohibited from installing any fencing or gates on such dock and/or pedestrian bridge which vary from such fencing/gates approved by the City, and Audubon is expressly prohibited from imposing any charges, costs, expenses, or similar fees to any member of the public to access or use such dock within Moore's Creek and/or the pedestrian bridge. Upon installation of the street trees, the trees shall become and remain property of the City in perpetuity and the City shall maintain such street trees.

16. Streets and Drainage. Upon completion of construction of the streets within the Property, Audubon shall convey the streets to the City, but Audubon shall retain ownership of, and shall maintain, any sidewalks located along such streets within the Property, and any landscaping, lighting or other improvements located within such sidewalks, and such sidewalks shall remain open to the public in perpetuity. Such streets shall be public rights-of-way and all improvements within such rights-of-way, shall become and remain property of the City in perpetuity and the City shall maintain such streets and improvements, subject to any easements for utilities, drainage or landscaping. Audubon may, at Audubon's option, reserve easements over such road rights-of-way for utilities, drainage facilities and/or landscaping serving or

benefitting the Project. The foregoing conveyance of the improved streets to the City shall be subject to any applicable provisions of the City code governing the construction, inspection and conveyance of road improvements to the City. Audubon shall have the right to name the streets within the Property, subject to approval by the City.

17. Force Majure. Neither Audubon nor the City shall be considered in breach of this Agreement to the extent that performance of their respective obligations is prevented by a Force Majeure Event (defined below) that arises after the Effective Date. Deadlines set forth in this Agreement, including the Development Deadlines set forth in Paragraph 9 above, shall be extended by a period of time equal to the period of interruption caused by the Force Majeure Event as provided herein. As used herein, a "Force Majeure Event" shall mean a governmental moratorium, pandemic, unavailability of utilities (e.g. power or water), unavailability of materials, fire (including wildfires), explosion or similar casualty, sabotage, theft, vandalism, riot or civil commotion, hurricane, tropical storm, tornado or flooding through no fault of the affected party. Any extension of any date or deadline set forth in this Agreement due to a Force Majeure Event shall be only for the delay in performance that is an actual and direct result of such Force Majeure Event. The party prevented from carrying out its obligations hereunder shall give notice to the other party of a Force Majeure Event as soon as practicable but in no event shall such notice exceed fifteen (15) business days after the Force Majeure Event for which such claim is being made (absent a catastrophic Force Majeure Event affecting both parties to this Agreement).

18. Covenants Running With the Land. The rights, agreements, duties and obligations set forth in this Agreement shall run with the Property and shall be binding upon and benefit the parties hereto as herein specified and their successors, assigns, legal representatives and successors-in-title. Any transferee of any portion of the Property shall automatically be deemed, by acceptance of the title to said property, to have assumed all obligations of this Agreement relating thereto to the extent of its interest in said property. The foregoing notwithstanding, no property owner shall have any liability for any breach of this Agreement by another property owner. A breach of this Agreement by one property owner shall not prevent another property owner from developing its property in compliance with this Agreement and the approved Site Plan. For example, if a property owner completes its construction in compliance with all time periods for the applicable phase of development as set forth in Paragraph 9 above, such property owner shall not be deemed in breach of this Agreement due to the failure of another property owner within the same phase to complete its construction within the applicable time periods for that phase. Furthermore, any successor-in-title shall only have the rights under this Agreement that specifically relate to such property owner's property, unless Audubon specifically assigns additional rights to such property owner.

19. Captions and Paragraph Headings. Captions and paragraph headings contained in this Agreement are for convenience of reference only and in no way define, describe, extend or limit the scope or content of this Agreement nor the intent of any provision hereof.

20. Notices. All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid, return receipt requested or by overnight courier service (e.g FedEx, UPS) to the party to be notified at the addresses set forth hereinbelow or at such other addresses as the parties shall designate to each other in the manner prescribed for notice herein:

To Audubon:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson

With a copy to:

Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Ft. Pierce, FL 34947
Attention: W. Lee Dobbins, Esq.

To City of Fort Pierce:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Manager

With a copy to:

City of Fort Pierce
City Hall
100 North U.S. 1
Fort Pierce, FL 34950
Attn: City Attorney

Any notice shall be deemed received on the date of actual receipt or refusal. Changes of address shall be effective when provided in writing to the other party in the manner described herein.

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. 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.

22. Survival of Obligations. This Agreement shall survive said Closing and shall not

merge with the delivery of the Deed and other closing documents.

23. Integrated Agreement, Waiver and Modifications. This Agreement represents the complete and entire understanding and agreement between and among the parties hereto with regard to all matters involved in this Agreement and supersedes any and all prior or contemporaneous agreements, representations, covenants, or memoranda, whether written or oral, made by any party hereto. This Agreement may not be modified or amended, nor may any provision contained herein be waived, except in writing signed by all parties hereto.

24. Interpretation. The parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between parties equally sophisticated and knowledgeable in the matters dealt with in this Agreement, and that each party has been advised by counsel of its choosing with respect hereto. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the party that has drafted it is not applicable and is hereby waived. The terms of this Agreement shall be interpreted in a reasonable manner in order to effect the intent of the parties as set forth herein.

25. Computation of Time. Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C. 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. (where the Property is located) of the next business day. Time shall be of the essence as to all dates and times of performance under this Agreement.

26. Counterparts. This Agreement may be executed in any number of identical counterparts each of which shall be deemed to be an original for all purposes but all of which shall constitute one and the same instrument, and a copy of such signature received through telefax or electronic transmission shall bind the party whose signature is so received as if such signature were an original. In making proof of this Agreement, it shall not be necessary to produce or account for more of such counterparts than are required to show that each party hereto executed at least one such counterpart.

27. Removal of Buried Concrete. The FPRA has set aside $170,000 in escrow for the removal of buried concrete and other debris located on the Property. After the Closing, but before the commencement of construction on the Property, Audubon shall excavate and remove the buried concrete and other debris located on the Property, using Audubon's contractors, as may be needed for the construction of the Project in accordance with the approved Site Plan (the "Debris Removal"). Upon completion of the foregoing Debris Removal to Audubon's reasonable satisfaction, Audubon will give written notice of completion to the City, together with copies of invoices confirming the cost of the Debris Removal. Upon receipt of such written notice, FPRA shall promptly reimburse Audubon for the cost of the Debris Removal.

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

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 23 day of SEPTEMBER, 2021, by DALE MATTESON as PRESIDENT of AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

ALICIA CRUZ-ROSSELLE
MY COMMISSION # GG216364
EXPIRES: May 10, 2022

Alicia Cruz Rosselle
Notary Public, State of Florida
Print Name: ALICIA CRUZ-ROSSELLE
Commission #: GG216364
My Commission Expires: 5/10/2022

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2022, by LINDA HUDSON, as MAYOR, of CITY OF FORT PIERCE, a Florida municipal corporation. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last f ive (5) years as identification, to wit:

LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Notary Public, State of Florida
Print Name:
Commission #:
My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

By: Linda Hudson
Print Name: Linda Hudson
Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 8th day of February, 2023, by Linda Hudson as Chairwoman of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☒ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

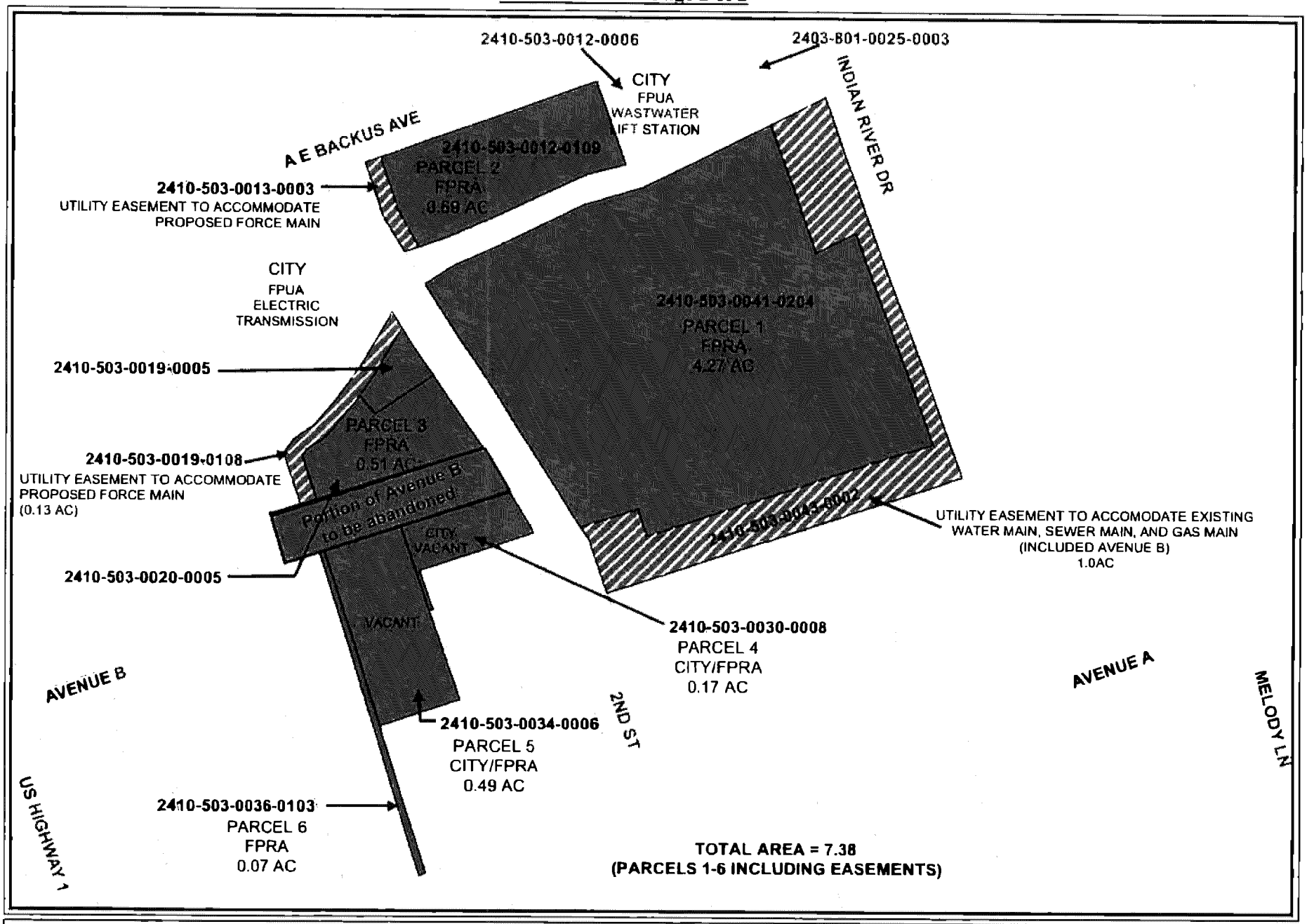
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

Linda W. Cox
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "A"
The "Property"
Parcels to be Conveyed by the City to Audubon
Page 1 of 2

Parcel 1	2410-503-0041-0204
Parcel 1	2410-503-0043-0002
Parcel 2	2410-503-0012-0109
Parcel 2	2410-503-0013-0003
Parcel 3	2410-503-0020-0005
Parcel 3	2410-503-0019-0005
Parcel 3	2410-503-0019-0108
Parcel 4	2410-503-0030-0008
Parcel 5	2410-503-0034-0006
Parcel 6	2410-503-0036-0103
Abandoned Portion of Avenue B	

EXHIBIT "A" - Page 2 of 2



FORT PIERCE ENGINEERING DEPARTMENT	DATE: OCT 11, 18 SCALE: 1" = 150'	**PROPOSED DEVELOPMENT AREA SITE 1** APPROXIMATELY 7.38 ACRES	KING PLANT REDEVELOPMENT

EXHIBIT "B"

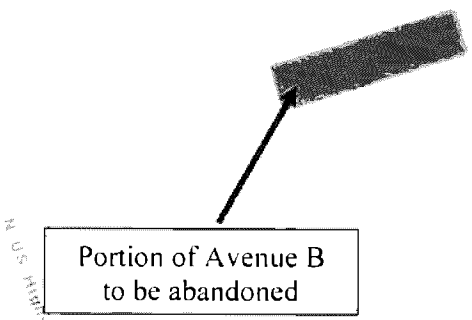


EXHIBIT "C"

Florida Department of Environmental Protection

Southeast District Office
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406-3007
561-681-6600

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

Mayor Linda Hudson, Chairwoman of the Fort Pierce Redevelopment Agency
A Dependent Special District of the City of Fort Pierce
100 North US Highway 1
Fort Pierce, FL 33494

Subject: Conditional Site Rehabilitation Completion Order (SRCO)
Former H.D. King Power Plant Site - Parcel 1
Former Address: 311 North Indian River Dr., & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950
Site Identification Numbers: COM_82363, BF561101001
Parcel Identification Number(s): 2410-503-0041-020-4

Dear Mayor Hudson:

The Southeast District has reviewed the Combined Document – Site Assessment Addendum and Source Removal Completion Report, dated November 20, 2016, prepared by Cardno, the Combined Document Addendum, dated January 9, 2018, and the Declaration of Restrictive Covenant (DRC), recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, for the Former H.D. King Power Plant Site – Parcel 1, former address 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950. Maps showing the location of the Former H.D. King Power Plant Site – Parcel 1 and the location of the "contaminated site" for which this Order is being issued are attached as Exhibits 1 and 2 and are incorporated by reference herein. Failure to comply with the provisions of this order is a violation of section 376.302, Florida Statutes (F.S.). The contaminated site includes the following parcel or parts of parcel 410-503-0041-020-4 (collectively referred to as the property).

The contamination, which resulted from a discharge that was discovered in December 2007, consisted of Volatile Organic Compounds, Semi-Volatile Organic Compounds, Polychlorinated Biphenyls, Total Recoverable Petroleum Hydrocarbons, Aluminum, Arsenic, Barium, Cadmium, Chromium, Cobalt, Copper, Iron, Lead, Manganese, Mercury, Nickel, Thallium, Silver, Vanadium and Zinc. The discharge resulted from former operations of an electric power generation plant at the property since 1912, when a wood fired power plant began operation. That plant was removed from the site in the early 1930s after which the H.D. King Power Plant

(KP) was built. The KP was a 131-Megawatt electric generating plant that used a mix of petroleum and natural gas fuels to power the electricity generating units. Due to the age of the plant and external and business reasons, the Ft. Pierce Utilities Authority (FPUA) closed and decommissioned the KP. As part of the decommissioning process for the former power plant, the plant operator, FPUA had a Phase I Environmental Site Assessment (ESA) prepared (Beck, December 2007) to document potential areas of interest/concern prior to commencing demolition of the plant.

Demolition activities began in May 2008 and were completed in October 2009. A Brownfields Site Rehabilitation Agreement (BSRA) under the Florida Brownfields Redevelopment Act (Chapter 376.77 - 376.85, Florida Statutes) was executed by the Department on November 29, 2012. to address the contamination. The Combined Document – Site Assessment Addendum and Source Removal Completion Report is supported by earlier submittals, prepared pursuant to the requirements of Chapter 62-780, Florida Administrative Code (F.A.C.)., which can be found in the Department's document repository at: http://depedms.dep.state.fl.us/Oculus/servlet/login.

Based on the documentation submitted with the Combined Document – Site Assessment Addendum and Source Removal Completion Report and other submitted documents. the Department has reasonable assurance that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, the Person Responsible for Brownfields Site Rehabilitation, "PRFBSR"), has met the criteria in Chapter 62-780, F.A.C. and has met the terms of the BSRA, including the commitments set forth in the technical submittals with respect to the establishment, use and recordation of institutional controls. The technical submittals indicate that acceptable Soil Cleanup Target Levels (SCTL's) have been met and groundwater contaminants remaining at the contaminated site are managed with appropriate institutional controls. Therefore, you have satisfied the site rehabilitation requirements for the contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached tables (Exhibit 3), incorporated by reference herein, which includes information regarding the contaminants, affected media, applicable cleanup target levels for the contaminated site that is the subject of this Order.

Based upon the information provided concerning the property located at 311 North Indian River Dr. & 322 North Second Street, Fort Pierce, St. Lucie County, FL 34950, it is the opinion of the Florida Department of Environmental Protection that the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, has successfully and satisfactorily implemented the approved brownfield site rehabilitation agreement schedule and, accordingly, no further action is required to assure that any land use identified in the brownfield site rehabilitation agreement is consistent with existing and proposed uses.
The following, including this Order, establish the institutional controls for the contaminated site and any change to the risk of exposure to any contamination or destabilization of any groundwater contamination that results from either failing to comply with the institutional controls or any change, amendment, revocation, or repeal of the institutional controls will result in the revocation of this Order.

Declaration of Restrictive Covenant (DRC).

A DRC was recorded by the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, on March 22, 2018, in Official Record Book File 4415196, Book 4111, Pages 1502 - 1509, Public Records of Saint Lucie County, Florida, and is attached and incorporated by reference as Exhibit 4. The DRC applies to the portion of the property identified in said document as the Groundwater Restricted Area. Any current or future real property owner of the contaminated site must comply with the provisions contained within the DRC, (attached) recorded or otherwise established prior to the execution of this Order.

Groundwater Use Institutional Controls.

A permit is required by the South Florida Water Management District to do certain dewatering activities or install certain water production groundwater wells pursuant to Chapter 373, F.S. and the rules promulgated thereunder. The Department will rely upon these, to be collectively referred to as groundwater use institutional controls, to ensure that no contaminant exposure from using the groundwater as a potable drinking water source or using for irrigation or other non-potable water uses resulting in risk to human health, public safety or the environment will occur due to this contaminated site. As such, the PRFBSR must notify the Department if the PRFBSR becomes aware of the repeal or amendment of these groundwater use institutional controls, or if a violation occurs at the subject property of such groundwater use institutional controls such that the potential for exposure to contaminants resulting in risk to human health, public safety, and/or the environment is increased. Repeal, amendment, or violation of these groundwater use institutional controls or failure to notify the Department of such violation, amendment, or repeal may, in addition to other remedies available at law, result in proceedings to revoke this Order and require the immediate resumption of active cleanup or require that other approved institutional controls be implemented, unless demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved.

Dewatering.

The Department will rely on Rule 62-621.300, F.A.C., and the guidance incorporated therein, and prior Department Division of Waste Management review of any dewatering plan as the institutional control to ensure that no exposure to contaminated groundwater resulting in risk to human health, public safety or the environment will occur due to dewatering activities on the contaminated site. Department Rule 62-621.300, F.A.C., requires a permit when conducting dewatering in the area of a contaminated site. The Department Division of Waste Management can only approve a dewatering plan that ensures the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated to avoid adversely impacting or increasing the potential for exposure to contaminants resulting in risk to human health, public safety or the environment. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any dewatering activities are commenced without the Department's

Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Stormwater facilities.

The Department will rely on Department and / or South Florida Water Management District review of any plan to construct new, or modify existing, stormwater facilities to ensure that there is no exposure to contaminated groundwater entering in to new or expanded stormwater facilities resulting in risk to human health, public safety or the environment due to the contaminated site. Construction of stormwater swales, stormwater detention or retention facilities, or ditches on the property could destabilize the groundwater plume or increase potential for exposure to contaminants resulting in risk to human health, public safety, or the environment. For this reason, parties seeking to construct stormwater facilities on the property, should first consult with and receive approval from the Department's Division of Waste Management in addition to obtaining any authorizations that may be required by the Department's Division of Water Resource Management, the Water Management District, or other applicable law. Unless it is demonstrated that the cleanup criteria under Subsection 62-780.680(1), F.A.C., have been achieved, the Department, in addition to other remedies available at law, may institute proceedings to revoke this Order and require the resumption of site rehabilitation activities if any such stormwater facilities are constructed are commenced without the Department's Division of Waste Management's prior approval. See attached and incorporated by reference Exhibit 4.

Removal of controls.

Where the institutional control is a restrictive covenant, if the current or future real property owner of the contaminated site proposes to remove it, the real property owner shall obtain prior written approval from the Department. For all types of institutional controls, the removal of the controls shall be accompanied by the immediate resumption of site rehabilitation or implementation of other approved controls, unless it is demonstrated to the Department that the criteria of Subsection 62-780.680(1), F.A.C., are met.

Well abandonment.

Based on the documentation previously submitted, all monitoring wells have been removed. Accordingly, the submittal of a Well Plugging Report is not required.

Future owners and users of the property should be made aware of the existence and contents of this Order. Additionally, information about the contaminated site will be maintained on the Department's Search Portal at: http://prodenv.dep.state.fl.us/DepNexus/public/searchPortal and on the Institutional Controls Registry website at: https://floridadep.gov/waste/waste/content/institutional-controls-registry.

Further, in accordance with Section 376.30701(4), F.S., upon completion of site rehabilitation, additional site rehabilitation is not required unless it is demonstrated that:

(a) Fraud was committed in demonstrating site conditions or completion of site rehabilitation;
(b) New information confirms the existence of an area of previously unknown contamination which exceeds the site-specific rehabilitation levels established in accordance with Section 376.30701(2), F.S., or which otherwise poses the threat of real and substantial harm to public health, safety, or the environment;

(c) The level of risk is increased beyond the acceptable risk established under Section 376.30701(2), F.S., due to substantial changes in exposure conditions, such as a change in land use from nonresidential to residential use. Any person who changes the land use of the site, thereby causing the level of risk to increase beyond the acceptable risk level, may be required by the Department to undertake additional remediation measures to ensure that human health, public safety, and the environment are protected consistent with Section 376.30701, F.S.; or

(d) A new discharge of pollutants or hazardous substances occurs at the site subsequent to the issuance of this Order.

Legal Issues

The Department's Order shall become final unless a timely petition for an administrative hearing is filed under sections 120.569 and 120.57, F.S., within 21 days of receipt of this Order. The procedures for petitioning for a hearing are set forth below.

Persons affected by this Order have the following options:

A. If you choose to accept the Department's decision regarding this Conditional SRCO, you do not have to do anything. This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order.

B. If you choose to challenge the decision, you may do the following:

1. File a request for an extension of time to file a petition for hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order. Such a request should be made if you wish to meet with the Department in an attempt to informally resolve any disputes without first filing a petition for hearing; or

2. File a petition for administrative hearing with the Department's Agency Clerk in the Office of General Counsel within 21 days of receipt of this Order.

Please be advised that mediation of this decision pursuant to section 120.573, F.S., is not available.

How to Request an Extension of Time to File a Petition for Hearing

For good cause shown, pursuant to Rule 62-110.106(4), F.A.C., the Department may grant a request for an extension of time to file a petition for hearing. Such a request must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, shall mail a copy of the request to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494 at the time of filing. Timely filing a request for an extension of time tolls the time period within which a petition for administrative hearing must be made.

How to File a Petition for Administrative Hearing

A person whose substantial interests are affected by this Order may petition for an administrative hearing under sections 120.569 and 120.57, F.S. The petition must contain the information set forth below and must be filed (received) by the Agency Clerk in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, MS 35, Tallahassee, Florida, 32399-3000, within 21 days of receipt of this Order. Petitioner, if different from the Fort Pierce Redevelopment Agency, A Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, shall mail a copy of the petition to the Fort Pierce Redevelopment Agency, a Dependent Special District of the City of Fort Pierce, 100 North US Highway 1, Fort Pierce, FL 33494, at the time of filing. Failure to file a petition within this time period shall waive the right of anyone who may request an administrative hearing under sections 120.569 and 120.57, F.S.

Pursuant to subsection 120.569(2), F.S., and Rule 28-106.201, F.A.C., a petition for administrative hearing shall contain the following information:

a) The name, address, and telephone number of each petitioner; the name, address, and telephone number of the petitioner's representative, if any; the site owner's name and address, if different from the petitioner; the DEP facility number; and the name and address of the facility;
b) A statement of when and how each petitioner received notice of the Department's action or proposed action;
c) An explanation of how each petitioner's substantial interests are or will be affected by the Department's action or proposed action;
d) A statement of the disputed issues of material fact, or a statement that there are no disputed facts;
e) A statement of the ultimate facts alleged, including a statement of the specific facts the petitioner contends warrant reversal or modification of the Department's action or proposed action;
f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the Department's action or proposed action; and
g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the Department to take with respect to the Department's action or proposed action.

This Order is final and effective on the date filed with the Clerk of the Department, which is indicated on the last page of this Order. Timely filing a petition for administrative hearing postpones the date this Order takes effect until the Department issues either a final order pursuant to an administrative hearing or an Order Responding to Supplemental Information provided to the Department pursuant to meetings with the Department.

Judicial Review

Any party to this Order has the right to seek judicial review of it under section 120.68, F.S., by filing a notice of appeal under rule 9.110 of the Florida Rules of Appellate Procedure with the Agency Clerk of the Department in the Office of General Counsel, Mail Station 35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000, and by filing a copy of the notice of appeal accompanied by the applicable filing fees with the appropriate district court of appeal. The notice of appeal must be filed within thirty days after this order is filed with the clerk of the Department (see below).

Questions

Any questions regarding this Conditional Site Rehabilitation Completion Order, should be directed to Paul Alan Wierzbicki at the Department of Environmental Protection, Southeast District Office, 3301 Gun Club Road, MSC 7210-1, West Palm Beach, FL 33406-3007, telephone (561) 681-6677, e-mail: paul.wierzbicki@floridadep.gov. Questions regarding legal issues should be referred to the Department's Office of General Counsel at (850) 245-2242. Contact with any of the above does not constitute a petition for administrative hearing or request for an extension of time to file a petition for administrative hearing.

Sincerely,

Jennifer K. Smith
District Director
Southeast District

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to §120.52
Florida Statutes, with the designated
Department Clerk, receipt of which is
hereby acknowledged.

Mandaben Patel — May 22, 2018
Clerk — Date

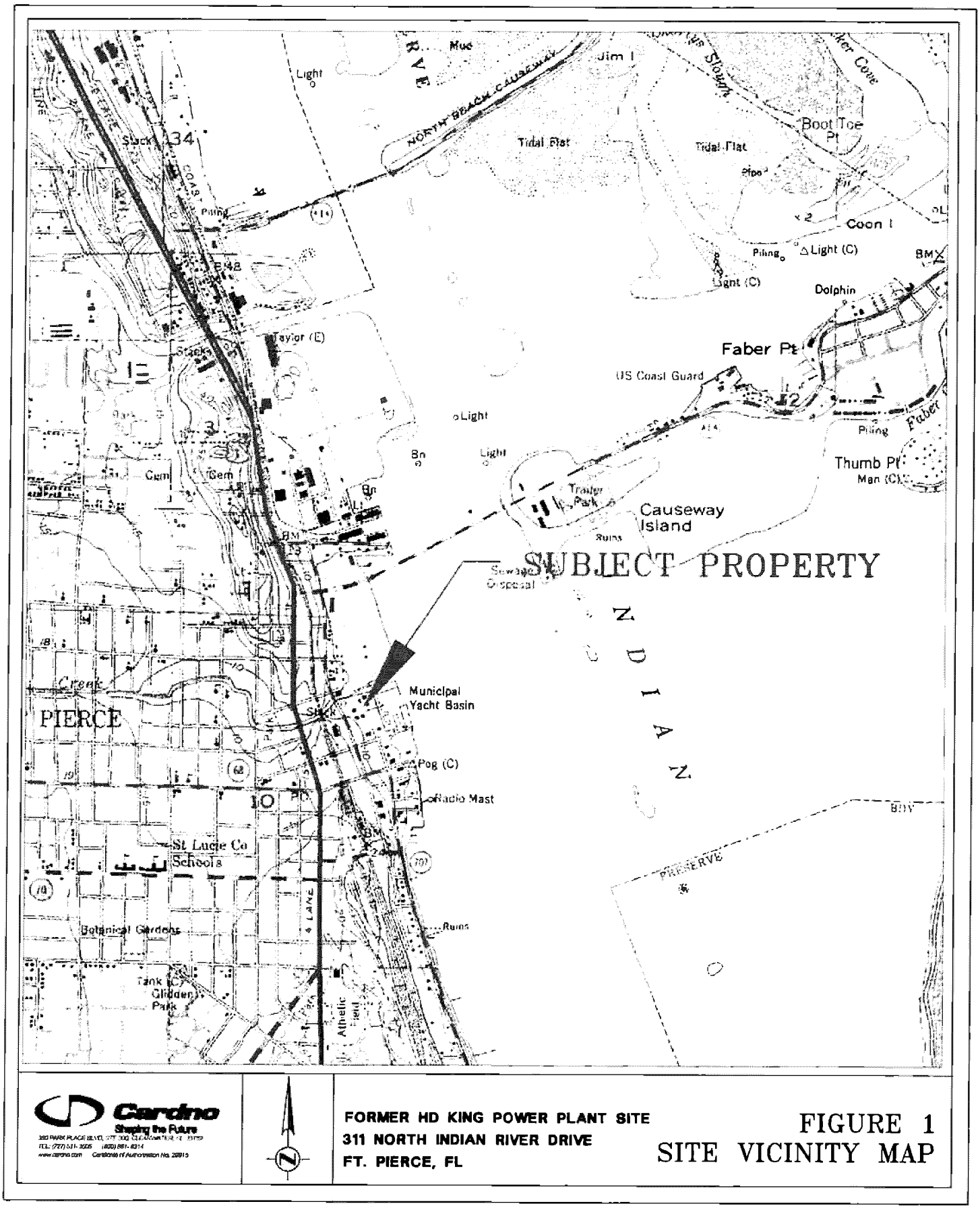
Exhibit 1: Figure 1, Site Vicinity Map.

Exhibit 2: Parcel / Site Boundary Map, dated 11-1-2016

Exhibit 3 – Collective Maps and Tables, (12 pages).

Exhibit 4: Declaration of Restrictive Covenant, File 4415196, Book 4111, Pages 1502 – 1509, Recorded 03/22/2018.

cc: Michael O. Sznapstajler, Esq., Cobb Cole, Michael.Sznapstajler@Cobbcole.com
Laurie LaFavor, Laurie.Lafavor@cobbcole.com
Greg Schultz, Greg.Schultz@cardno.com
Barbara Alfano, US EPA, Region IV, Alfano.Barbara@epa.gov
David Koerner, Florida Health, St Lucie, david.koerner@flhealth.gov
Alberto Naya, South Florida Water Management District, anava@sfwmd.gov
Carlos Derojas, P.E., South Florida Water Management District, cderojas@sfwmd.gov
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

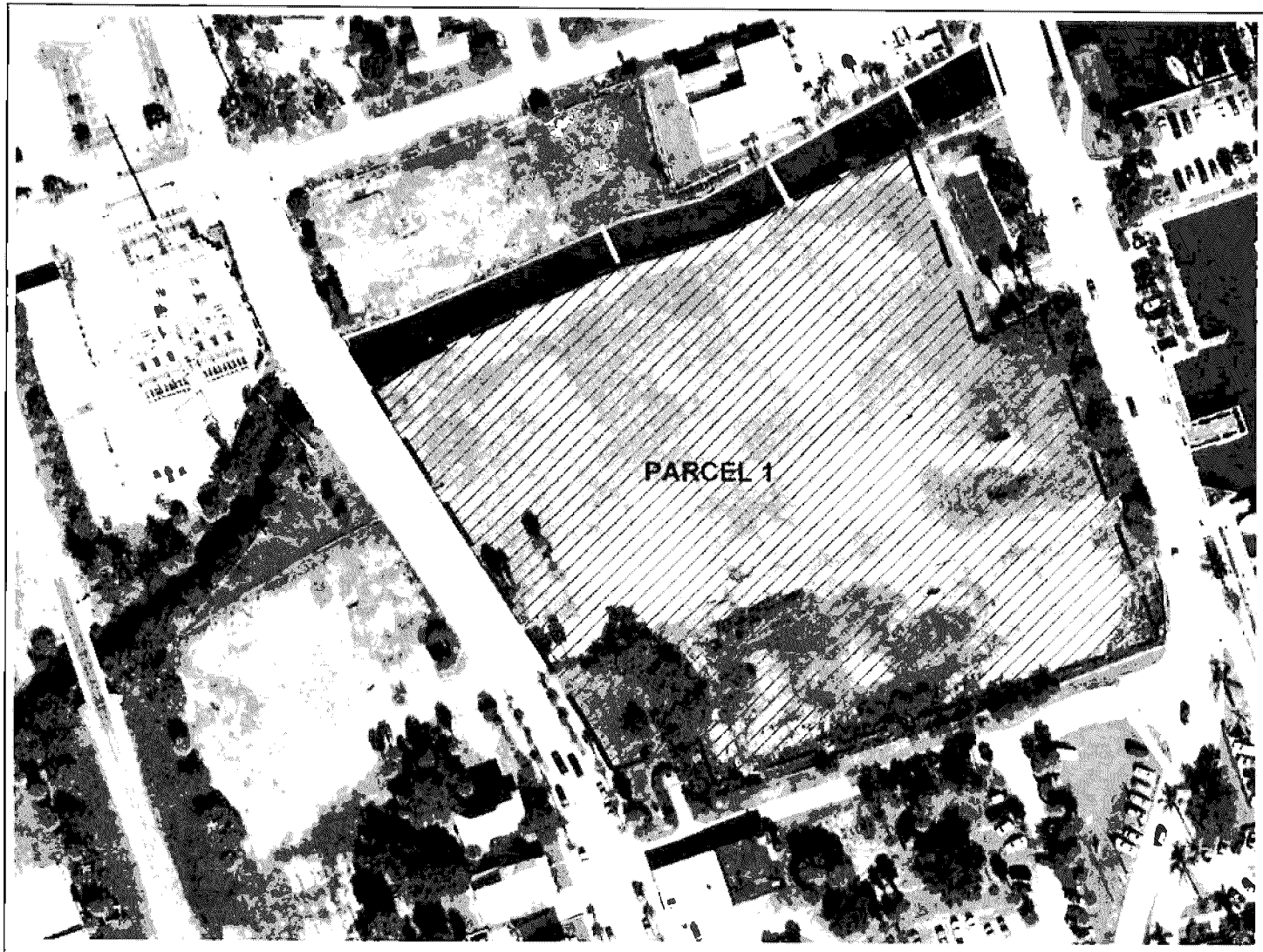


Cardno
Shaping the Future

FORMER HD KING POWER PLANT SITE
311 NORTH INDIAN RIVER DRIVE
FT. PIERCE, FL

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

LEGAL DESCRIPTION:
AARON LEE'S MAP OF FORT PIERCE 10 35 40 BEG AT SW COR OF LOT 2 BLK F RUN NWLY ALG E RD R/W LI OF N 2 ST TO S BANK OF MOORE'S CREEK,TH ELY ALG S BANK OF MOORE'S CREEK TO E RD R/W LI OF IND RIV DR,TH SLY ALG IND RIV DR TO SE COR OF BULKHEAD OF RECREATION PIER,TH WLY TO INT OF ELY RD R/W LI OF N 2 ST AND SW COR OF LOT 2 AND POB-LESS E 20 FT AND LESS S 50 FT AND LESS N 165 FT OF E 75 FT AND LESS S 87 FT OF W 67 FT-(MAP 24/10B) (4.272 AC) (OR 3136-2650)

NO.	DESCRIPTION	BY	DATE

CITY OF FORT PIERCE AND TCRPC

H.D. KING POWER PLANT

Cardno
Shaping the Future

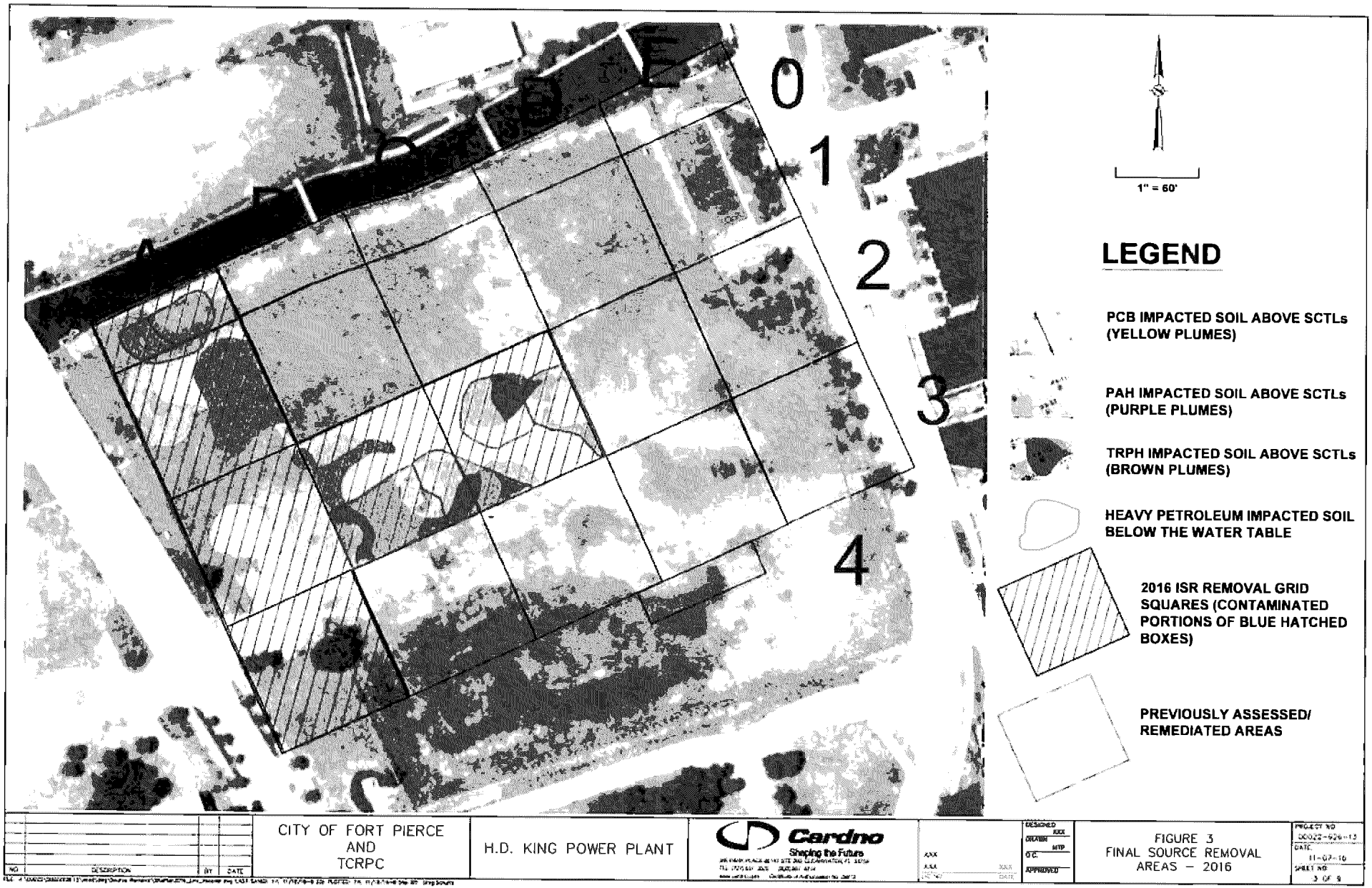
DESIGNED KAS
DRAWN MTP
CHECKED
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

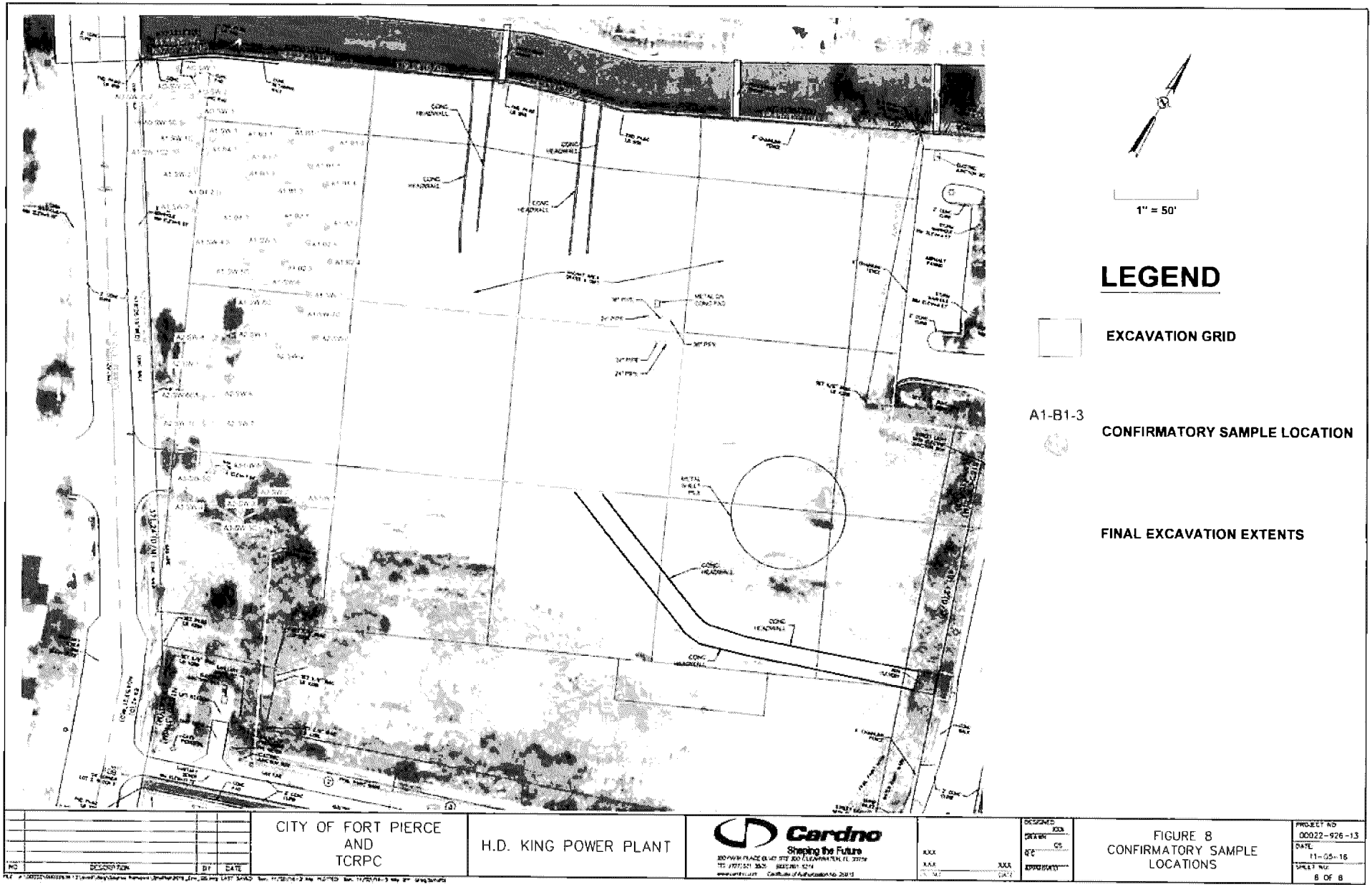
PROJECT NO. 000122-9276-13
DATE 11-1-16
SHEET NO. 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001

OR BOOK 4775 PAGE 2736



OR BOOK 4775 PAGE 2737



OR BOOK 4775 PAGE 2738

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 23: Overburden Stockpile - Sample Analytical Results - March 2016

Sample Location							A1 Overburden	
Collect Date							3/3/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm./ Indust.	Leach. -GC	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**77**	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3 1	0 115	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 115	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2 1	0 057	U
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0 057	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.081**	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0 1	0.7	8	**0.055**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.08**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.046**	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U
Calculation	BaP Equivalent	--	mg/Kg dw	0 1	0 7	8	**0.08**	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.07**	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0 7	0 0082	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**0.164**	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 057	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.054**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1 2	0 115	U
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0 057	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0.114**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0 000554	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw	0 5	2 6	17	0 000554	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000554	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.12**	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL).

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL.

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not Calculated

Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A0 SW 1		A0 SW 2		A0 SW-2C		A0 SW-2C2		A0 SW 3		A0 SW-3C		A1 B1 C		A1-B2 C		A1 B3 C		A1 B4-C		A1 SW 1		A1-SW 1C		A1 SW-1C2	
Collect Date							3/15/2016		3/15/2016		6/13/2016		6/22/2016		3/15/2016		6/13/2016		3/14/2016		3/14/2016		3/14/2016		3/14/2016		3/15/2016		6/13/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**45**		**254**		NA		NA		**120**		NA		**88**		**77**		**56**		**88**		**105**		NA		NA	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	55	300	1.2	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	2.1	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.6	0.112	U	0.105	U	0.102	U	0.108	U	0.105	U	0.104	U	0.113	U	0.112	U	0.142	U	0.11	U	0.104	U	0.102	U	0.105	U
EPA 8270C Low Level PAH	Acenaphthylene	83-32-9	mg/Kg dw	2400	20000	2.1	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Acenaphthene	208-96-8	mg/Kg dw	1800	20000	27	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.061	U	0.071	U	0.055	U	0.052	U	0.051	U	0.052	U
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	0.034	U	**0.162**		0.032	U	**0.134**		0.031	U	**0.084**		**0.26**		0.043	U	**0.224**		**0.377**		**0.088**		0.031	U		
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	0.021	U	**0.148**		**0.188**		**0.037**		**0.119**		**0.02**		0.021	U	**0.157**		0.026	U	**0.156**		**0.239**		**0.098**		**0.039**	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.029	U	**0.156**		**0.305**		**0.04**		**0.158**		0.027	U	0.029	U	**0.188**		0.037	U	**0.185**		**0.336**		**0.173**		**0.033**	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	0.034	U	**0.154**		**0.213**		0.032	U	**0.121**		0.031	U	**0.043**		**0.126**		0.043	U	**0.128**		**0.2**		**0.1**		0.031	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	**0.079**		**0.092**		0.032	U	0.032	U	0.031	U	0.034	U	**0.107**		0.043	U	**0.109**		**0.187**		**0.051**		0.031	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.034	U	**0.151**		**0.215**		**0.054**		**0.159**		0.031	U	**0.087**		**0.251**		**0.044**		**0.242**		**0.383**		**0.116**		0.031	U
EPA 8270C Low Level PAH	Dibenzo(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0081	U	**0.039**		**0.032**		**0.017**		0.0076	U	0.0075	U	0.0082	U	0.0081	U	0.01	U	**0.04**		**0.068**		**0.019**		0.0075	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	56000	1200	0.056	U	**0.253**		**0.321**		0.054	U	**0.205**		0.052	U	**0.208**		**0.566**		**0.095**		**0.586**		**0.902**		**0.16**		0.052	U
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0.056	U	0.052	U	0.051	U	0.054	U	0.053	U	0.052	U	0.057	U	0.056	U	0.071	U	0.055	U	0.052	U	0.051 U		0.052	U
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	8.8	0.034	U	0.112		0.171		0.032	U	**0.111**		0.031	U	**0.037**		**0.132**		0.043	U	**0.126**		**0.196**		**0.099**		**0.031**	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.056	U	**0.079**		**0.113**		0.054	U	**0.14**		0.052	U	0.079	U	**0.319**		0.071	U	**0.311**		**0.446**		**0.072**		0.052	U
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.056	U	**0.182**		**0.333**		0.054	U	**0.235**		0.052	U	**0.166**		**0.424**		**0.074**		**0.435**		**0.663**		**0.185**		0.052	U
Calculation	Sum Pyrenes Benz		mg/Kg dw	0.1	0.7	8	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

J - The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

- Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 4 FDEP Site ID No.: COM_82363_BF561101001

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Table 24: Confirmatory Soil Analytical Results

Sample Location							A1-SW-2		A1-SW 3		A1-SW 4		A1 SW 4C		A1 SW 5		A1 SW 5C		A1 SW 6		A1-SW 6C		A1 SW 7		A1 SW 7C		A1 SW 7C2		A2 SW 1	
Collect Date							3/15/2016		3/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		3/15/2016		6/15/2016		6/20/2016		6/20/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE-Control Indust.	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	93.7		104		88.6		NA		463		37.8		186		NA		211		NA		NA		124	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	95	300	1.2	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8.9	0.113	U	0.104	U	0.107	U	0.104	U	0.116	U	0.107	U	0.107	U	0.106	U	0.108	U	0.107	U	0.108	U	0.108	U
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	20000	2.1	0.057	U	0.052	U	0.053	U	0.052	U	0.207		0.054	U	0.061		0.053	U	0.054	U	0.052	U	0.054	U	0.097	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	0.057	U	0.052	U	0.053	U	0.052	U	0.058	U	0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.057	U	0.052	U	0.053	U	0.052	U	0.447		0.054	U	0.112		0.053	U	0.078		0.053	U	0.054	U	0.054	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	mg/Kg dw	#	#	0.5	0.083		0.031	U	0.209		0.031	U	1.82		0.032	U	0.347		0.095		0.3		0.589		0.617		0.676	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.2	0.7	8	0.1		0.02	U	0.153		0.059	U	0.98		0.02	U	0.296		0.102		0.164		0.421		0.436		0.697	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	0.1		0.027	U	0.2		0.0	U	1.2		0.0	U	0.283		0.165		0.26		0.857		0.701		1.04	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	12000	0.099		0.031	U	0.158		0.031	U	0.587		0.032	U	0.153		0.119		0.17		0.413		0.359		0.629	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	0.034	U	0.031	U	0.101	U	0.031	U	0.542		0.032	U	0.052	U	0.052		0.134		0.227		0.335		0.524	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	0.125		0.031	U	0.212		0.031	U	1.47		0.032	U	0.32		0.106		0.305		0.834		0.558		0.788	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	0.0051	U	0.0075	U	0.038		0.0075	U	0.188		0.0077	U	0.011		0.0077	U	0.047		0.057	U	0.05	U	0.123	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	0.2		0.052	U	0.436		0.052	U	4.28		0.054	U	0.858		0.166		0.74		1.7		1.32		1.85	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2640	33000	160	0.057	U	0.052	U	0.053	U	0.052	U	0.126		0.054	U	0.053	U	0.053	U	0.054	U	0.053	U	0.054	U	0.062	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	9.6	0.088		0.031	U	0.128		0.031	U	0.688		0.032	U	0.178		0.099		0.151		0.347		0.343		0.554	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	0.063		0.052	U	0.204		0.052	U	2.39		0.054	U	0.537		0.089		0.379		0.817		0.607		0.78	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	0.167		0.052	U	0.324		0.052	U	2.83		0.054	U	0.573		0.175		0.527		1.29		1.1		1.55	
Caculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	0.1		NC		0.2		NC		1.5		NC		0.3		0.1		0.3		0.6		0.6		1.1	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	17	0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.038		NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000538	U	0.00051	U	0.0264	U	NA		0.000567	U	NA		0.000533	U	NA		0.0053	U	NA		NA		0.027	U
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.054		0.028		0.36		NA		0.028		NA		0.018		NA		0.17		NA		NA		0.41	

Notes:

I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

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Cardno **H.D. King: 311 North Indian River Drive, Ft. Pierce, FL**

Table 24: Confirmatory Soil Analytical Results

Sample Location							A2-SW-2		A2-SW-3		A2-SW-4		A2-SW-5		A2-SW-6		A2-SW-6C		A2-SW-7		A2-SW-7C		A3-SW-1		A3-SW-2		A3-SW-3		A3-SW-3C	
Collect Date							6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/22/2016		6/21/2016		6/21/2016		6/22/2016		6/22/2016	
Method	Parameter	CAS No	Units	DE-Residential	DE Comm / Indust	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	**135**		**177**		**200**		**13**		**164**		NA		**42.3**		NA		10.5	U	10.6	U	**478**		**38.9**	
EPA 8270C Low Level PAH	Naphthalene	91-20-3	mg/Kg dw	12	300	1.2	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	mg/Kg dw	200	1800	3.1	0.107	U	0.107	U	0.105	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	310	2100	8.5	0.107	U	0.107	U	0.103	U	0.105	U	0.108	U	0.103	U	0.108	U	0.104	U	0.105	U	0.106	U	0.105	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	mg/Kg dw	2400	29000	2.1	**0.076**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	mg/Kg dw	1800	20000	27	**0.065**		0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Anthracene	120-12-7	mg/Kg dw	21000	300000	2500	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Benz(a)Anthracene	56-55-3	mg/Kg dw	#	#	0.8	**0.568**		0.032	U	0.031	U	**0.065**		**0.16**		**0.04**		**0.169**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	mg/Kg dw	0.1	0.7	8	**0.642**		**0.028**		0.019	U	**0.072**		**0.23**		**0.08**		**0.13**		**0.035**		0.019	U	**0.026**		0.019	U	NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2.4	**0.752**		**0.042**		0.027	U	0.062		**0.21**		**0.10**		**0.164**		**0.045**		0.027	U	0.027	U	0.027	U	NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	mg/Kg dw	2500	52000	32000	**0.55**		0.032	U	0.031	U	**0.048**		**0.17**		**0.17**		**0.114**		**0.036**		0.031	U	**0.033**		**0.047**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	mg/Kg dw	#	#	24	**0.459**		0.032	U	0.031	U	**0.068**		**0.18**		**0.05**		**0.085**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Chrysene	218-01-9	mg/Kg dw	#	#	77	**0.683**		0.032	U	0.031	U	**0.066**		**0.29**		**0.05**		**0.134**		0.031	U	0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53-70-3	mg/Kg dw	#	#	0.7	**0.104**		0.0077	U	0.0074	U	0.0075	U	**0.05**		**0.03**		**0.026**		0.0075	U	0.0075	U	0.0076	U	0.0075	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	mg/Kg dw	3200	59000	1200	**1.85**		0.054	U	0.051	U	**0.14**		**0.38**		**0.07**		**0.133**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	39000	160	0.053	U	0.054	U	0.051	U	0.052	U	0.054	U	0.052	U	0.054	U	0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	mg/Kg dw	#	#	6.6	**0.513**		0.032	U	0.031	U	**0.051**		**0.16**		**0.087**		**0.1**		**0.035**		0.031	U	0.032	U	0.031	U	NA	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	mg/Kg dw	2200	36000	250	**0.722**		0.054	U	0.051	U	**0.083**		**0.25**		0.052	U	**0.07**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**1.4**		0.054	U	0.051	U	**0.238**		**0.51**		**0.11**		**0.18**		0.052	U	0.052	U	0.053	U	0.052	U	NA	
Calculation	BaP Equivalent		mg/Kg dw	0.1	0.7	8	**0.9**		**0.04**		NC		**0.1**		**0.3**		**0.1**		**0.2**		**0.05**		NC		**0.03**		**0.03**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	2.6	3.1	0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000533	U	0.000537	U	0.000514	U	0.000524	U	0.000542	U	NA		0.000541	U	NA		0.000524	U	0.000528	U	0.000523	U	NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				0.095		**0.0076**		0.000514	U	**0.0029**		**0.007**		NA		**0.007**		NA		0.0027		0.005		0.000523	U	NA	

Notes

1 = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC = Not calculated due to lack of carcinogenic PAHs

EXHIBIT 3, Page 6 FDEP Site ID No.: COM_82363 (BF561101001)

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Cardno

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL
Table 24: Confirmatory Soil Analytical Results

Sample Location							A3 SW 4		A3-SW-5		A3 SW 5C	
Collect Date							6/7/2018		6/7/2018		6/7/2018	
Method	Parameter	CAS No	Units	DE-Residential	DE-Comm/ Industrial	Leach -GC	Result	Qualifier	Result	Qualifier	Result	Qualifier
FLPRO	Petroleum Range Organics		mg/kg	460	2700	340	136		394		30 1	
EPA 8270C Low Level PAH	Naphthalene	91 20-3	mg/Kg dw	55	300	1 2	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	1 Methylnaphthalene	90 12 0	mg/Kg dw	290	1600	3 1	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	mg/Kg dw	210	2100	8 5	0 105	U	0 106	U	NA	
EPA 8270C Low Level PAH	Acenaphthene	83 32 9	mg/Kg dw	2400	20000	2 1	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Acenaphthylene	208 96-8	mg/Kg dw	1800	20000	27	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Anthracene	120 12 7	mg/Kg dw	21000	300000	2500	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Benzo(a)Anthracene	56 55 3	mg/Kg dw	#	#	0 5	**0 031**		0 032	U	NA	
EPA 8270C Low Level PAH	Benzo(a)pyrene	50 32-8	mg/Kg dw	0 1	0 7	8	**0 049**		**0 064**		NA	
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	mg/Kg dw	#	#	2 4	**0.055**		**0.081**		NA	
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191 24 2	mg/Kg dw	2500	52000	32000	**0.057**		**0 08**		NA	
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08 9	mg/Kg dw	#	#	24	**0 032**		**0 051**		NA	
EPA 8270C Low Level PAH	Chrysene	218-01 9	mg/Kg dw	#	#	77	**0 045**		**0 088**		NA	
EPA 8270C Low Level PAH	Dibenz(a,h)Anthracene	53 70-3	mg/Kg dw	#	#	0 7	**0.022**		0 0076	U	NA	
EPA 8270C Low Level PAH	Fluoranthene	206 44 0	mg/Kg dw	3200	50000	1200	**0 054**		**0 084**		NA	
EPA 8270C Low Level PAH	Fluorene	86-73-7	mg/Kg dw	2600	33000	160	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193 39-5	mg/Kg dw	#	#	6 6	**0 046**		**0 059**		NA	
EPA 8270C Low Level PAH	Phenanthrene	85 01-8	mg/Kg dw	2200	36000	250	0 053	U	0 053	U	NA	
EPA 8270C Low Level PAH	Pyrene	129-00-0	mg/Kg dw	2400	45000	880	**0 055**		**0 091**		NA	
Calculation	BaP Equivalent		mg/Kg dw	0 1	0 7	8	**0.00**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

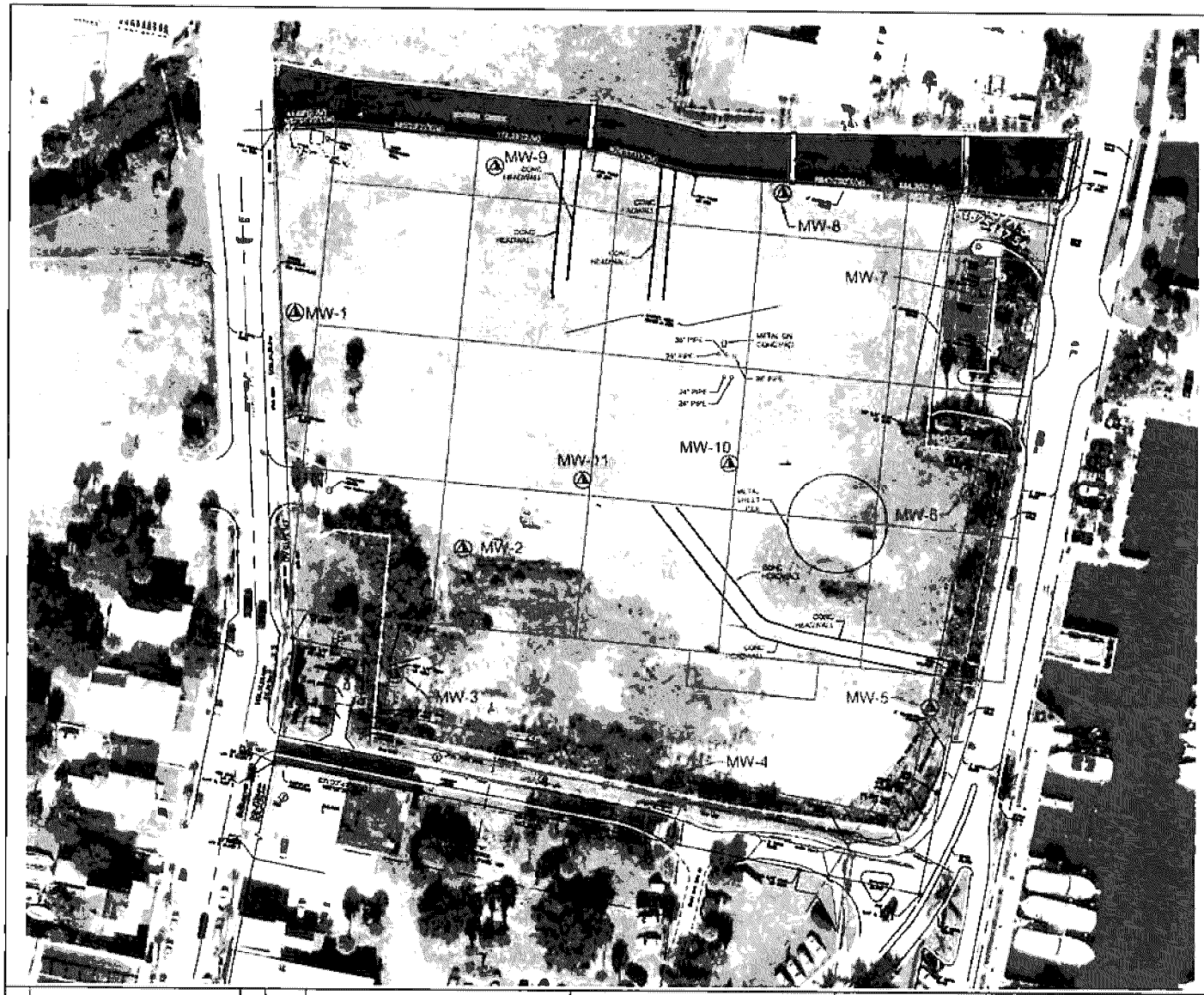
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)

U = Indicates that a specific compound was analyzed for but not detected The reported value shall be the MDL

= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

NA = Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs



1" = 70'

LEGEND

MW-6 — MONITOR WELL LOCATION

EXCAVATION GRID

EXHIBIT 3 Page 8

Fort Pierce Redevelopment Agency,
FDEP Site ID NO.: COM_82363,
BF561101001

NO.	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	FIGURE 8 MONITOR WELL LOCATIONS

DESIGNED XXX
DRAWN MTP
CHK'D
APPROVED
PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 8

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/5/2014		9/17/2014		6/2/2015		6/5/2014		9/17/2014		6/2/2015		6/5/2014		9/17/2014		6/2/2015		6/5/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	1,1,1,2-Tetrachloroethane	630-20-6	ug/L	1.3	130	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	1,1,1-Trichloroethane	71-55-6	ug/L	200	2000	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U	0.24	U
EPA 8260B	1,1,2,2-Tetrachloroethane	79-34-5	ug/L	0.2	20	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U
EPA 8260B	1,1,2-Trichloroethane	79-00-5	ug/L	5	500	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U	0.35	U
EPA 8260B	1,1-Dichloroethane	75-34-3	ug/L	70	700	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	1,1-Dichloroethene	75-35-4	ug/L	7	70	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
EPA 8260B	1,1-Dichloropropene	563-58-6	ug/L	No CTL	NE	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	1,2,3-Trichlorobenzene	87-61-6	ug/L	70	700	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
EPA 8260B	1,2,3-Trichloropropane	96-18-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U	0.42	U
EPA 8260B	1,2,4-Trimethylbenzene	95-63-6	ug/L	10	100	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	1.4		2.1	
EPA 8260B	1,2-Dibromo-3-chloropropane	96-12-8	ug/L	0.2	20	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U
EPA 8260B	1,2-Dibromoethane	106-93-4	ug/L	0.02	2	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	1,2-Dichloroethane	107-06-2	ug/L	3	300	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,2-Dichloropropane	78-87-5	ug/L	5	500	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	1,3,5-Trimethylbenzene	108-67-8	ug/L	10	100	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.25	U	0.81	J
EPA 8260B	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U	0.48	U
EPA 8260B	1,3-Dichloropropane	142-28-9	ug/L	No CTL	NE	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U	0.46	U
EPA 8260B	2,2-Dichloropropane	594-20-7	ug/L	No CTL	NE	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U	0.4	U
EPA 8260B	2-Butanone	78-93-3	ug/L	4200	42000	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U	9.5	U
EPA 8260B	2-Chloroethyl vinyl ether	110-75-8	ug/L	No CTL	NE	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U	2.9	U
EPA 8260B	2-Chlorotoluene	95-49-8	ug/L	140	1400	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	2-Hexanone	591-78-6	ug/L	260	2600	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
EPA 8260B	4-Chlorotoluene	106-43-4	ug/L	140	1400	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	4-Isopropyltoluene	99-87-6	ug/L	No CTL	NE	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	0.33	U	18		0.33	U	0.33	U	1.4		2.9		4.1	
EPA 8260B	4-Methyl-2-Pentanone	108-10-1	ug/L	560	5600	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U	3.8	U
EPA 8260B	Acetone	67-64-1	ug/L	6300	63000	20	U	20	U	20	U	20	U	20	U	20	U	20	U	290		32		37		20	U	20	U
EPA 8260B	Acetonitrile	75-05-8	ug/L	42	420	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U	20	U
EPA 8260B	Benzene	71-43-2	ug/L	1	100	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.62	J	1.1		1.5					
EPA 8260B	Bromobenzene	108-86-1	ug/L	No CTL	NE	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Bromochloromethane	74-97-5	ug/L	91	910	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U	0.29	U
EPA 8260B	Bromodichloromethane	75-27-4	ug/L	0.6	60	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U
EPA 8260B	Bromoform	75-25-2	ug/L	4.4	440	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
EPA 8260B	Bromomethane	74-83-9	ug/L	9.8	98	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U	0.53	U
EPA 8260B	Carbon Disulfide	75-15-0	ug/L	700	7000	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U
EPA 8260B	Carbon Tetrachloride	56-23-5	ug/L	3	300	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
EPA 8260B	Chlorobenzene	108-90-7	ug/L	100	1000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U	0.26	U
EPA 8260B	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.34	U	0.34	U	0.34	U	3		3.5		2.4		0.34	U	0.34	U	0.34	U	0.34	U	0.34	U	0.34	U
EPA 8260B	Bromomethane	74-83-9	ug/L	No GTL	NE	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Dichlorodifluoromethane	75-71-8	ug/L	0.4	40	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U	0.32	U
EPA 8260B	Chloroethane	75-00-3	ug/L	28	700	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Trichlorofluoromethane	75-69-4	ug/L	1400	14000	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
EPA 8260B	Ethyl Ether	60-29-7	ug/L	600	6000	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U
EPA 8260B	Ethylene Oxide	75-21-8	ug/L	30	300	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.46		1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	4.6	46	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
EPA 8260B	Tetramethylsilane	75-76-3	ug/L	1400	14000	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U	1.7	U
EPA 8260B	Isobutanol	78-83-1	ug/L	2100	21000	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U	26	U
EPA 8260B	Isopropylbenzene	98-82-8	ug/L	0.8	8	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U
EPA 8260B	Methyl Methacrylate	80-62-6	ug/L	20	200	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
EPA 8260B	Methyl-tert-butyl ether	1634-04-4	ug/L	20	200	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	500	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U	3.6	U
EPA 8260B	n-Butylbenzene	104-51-8	ug/L	No GTL	NE	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	0.28	U	1.6		0.28	U
EPA 8260B	n-Propylbenzene	103-65-1	ug/L	No GTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Naphthalene	91-20-3	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	32		74		82	
EPA 8260B	Pentachloroethane	76-01-7	ug/L	No GTL	NE	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U
EPA 8260B	Propanenitrile	107-12-0	ug/L	See GTL	NE	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U	13	U
EPA 8260B	sec-Butylbenzene	135-98-8	ug/L	No GTL	2800	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U	0.31	U
EPA 8260B	Styrene	100-42-5	ug/L	100	1000	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
EPA 8260B	tert-Butylbenzene	98-06-6	ug/L	No GTL	NE	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U	0.36	U
EPA 8260B	Tetrachloroethene	127-18-4	ug/L	3	300	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
EPA 8260B	Toluene	108-88-3	ug/L	40	400	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	1.5		1.9			
EPA 8260B	trans-1,2-Dichloroethene	156-60-5	ug/L	100	1000	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U	0.23	U
EPA 8260B	trans-1,2-Dichloropropene	10061-02-6	ug/L	No GTL	NE	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8260B	trans-1,4-Dichloro-2-butene	110-57-6	ug/L	No GTL	NE	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	Trichloroethene	79-01-6	ug/L	3	300	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U
EPA 8260B	Vinyl Acetate	108-05-4	ug/L	88	880	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	0.5	50	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U	0.18	U
EPA 8270C Low Level PAH	Chrysene	218-01-9	ug/L	4.8	480	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Dibenz(a,h)anthracene	53-70-3	ug/L	0.005	0.5	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Fluoranthene	206-44-0	ug/L	280	2800	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.8		1.8		3.4	
EPA 8270C Low Level PAH	Fluorene	86-73-7	ug/L	280	2800	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.8		1.6		3.1	
EPA 8270C Low Level PAH	Indeno(1,2,3-cd)pyrene	193-39-5	ug/L	0.05	5	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U	0.06	U
EPA 8270C Low Level PAH	Naphthalene	91-20-3	ug/L	14	140	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	19		12		31	
EPA 8270C Low Level PAH	Phenanthrene	85-01-8	ug/L	210	2100	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	0.14	U	1.9		0.87		1.6	
EPA 8270C Low Level PAH	Pyrene	129-00-0	ug/L	210	2100	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.76		1		2	
FLPRO TRPH	TRPH	no CAS #	mg/L	5	50	0.55		0.37		0.31		0.82		0.46		0.37		0.72		0.68		0.45		1.9		1.8		1.2	
8270C	1,2,4-Trichlorobenzene	120-82-1	ug/L	70	700	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U
8270C	1,2-Dichlorobenzene	95-50-1	ug/L	600	6000	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	1,3-Dichlorobenzene	541-73-1	ug/L	210	2100	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U	0.98	U
8270C	1,4-Dichlorobenzene	106-46-7	ug/L	75	7500	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U	1.1	U
8270C	2,4,5-Trichlorophenol	95-95-4	ug/L	3.7	37	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	UJ	0.7	U	0.7	U
8270C	2,4,6-Trichlorophenol	88-06-2	ug/L	32	320	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	U	0.81	UJ	0.81	U	0.81	U
8270C	2,4-Dichlorophenol	120-83-2	ug/L	2.1	21	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	UJ	0.58	U	0.58	U
8270C	2,4-Dimethylphenol	105-67-9	ug/L	140	1400	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	U	0.59	UJ	0.59	U	0.59	U
8270C	2,4-Dinitrophenol	51-28-5	ug/L	14	140	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	U	1	UJ	1	U	1	U
8270C	2,4-Dinitrotoluene	121-14-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2,6-Dinitrotoluene	606-20-2	ug/L	0.05	5	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U
8270C	2-Chloronaphthalene	91-58-7	ug/L	560	5600	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U	0.62	U
8270C	2-Chlorophenol	95-57-8	ug/L	35	350	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	UJ	0.51	U	0.51	U
8270C	2-Methylnaphthalene	88-74-4	ug/L	21	210	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U	1.8	U
8270C	2-Methylphenol	95-48-7	ug/L	No GTL	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitroaniline	88-74-4	ug/L	No GTL	NE	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	2-Nitrophenol	88-75-5	ug/L	No GTL	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	3,3'-Dichlorobenzidine	91-94-1	ug/L	0.08	8	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U	1.9	U
8270C	3-Nitroaniline	99-09-2	ug/L	1.7	170	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U	1.3	U
8270C	4,6-Dinitro-2-Methylphenol	534-52-1	ug/L	No GTL	NE	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U	2.8	U
8270C	4-Bromophenyl-phenylether	101-55-3	ug/L	No GTL	700	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	4-Chloro-3-methylphenol	59-50-7	ug/L	63	630	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	4-Chloroaniline	106-47-8	ug/L	28	280	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U	0.45	U
8270C	4-Chlorophenyl-Phenylether	7005-72-3	ug/L	No GTL	NE	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	4-Nitroaniline	100-01-6	ug/L	5.7	570	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U	1.5	U
8270C	4-Nitrophenol	100-02-7	ug/L	56	560	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U	0.88	U
8270C	Acenaphthene 1,2 Ditrl	100-52-7	ug/L	3.3	33	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U	0.56	U
8270C	Benzoic acid	65-85-0	ug/L	2900b	280000	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U	6.2	U
8270C	Benzyl alcohol	100-51-6	ug/L	2100	21000	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U	0.61	U
8270C	Bis(2-Chloroethoxy) Methane	111-91-1	ug/L	No GTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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Table 20: Groundwater Analytical Results June 2014, September 2014, & June 2015

H.D. King: 311 North Indian River Drive, Ft. Pierce, FL

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/10/2014		9/17/2014		6/2/2015		6/10/2014		9/17/2014		6/2/2015		6/10/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	RADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
8270C	Bis(2-chloroethyl)ether	111-44-4	ug/l	0.03	3	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U	0.39	U
8270C	Bis(2-chloroisopropyl)ether	39638-32-9	ug/l	0.5	50	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U	0.66	U
8270C	Bis(2-ethylhexyl)phthalate	117-81-7	ug/l	6	600	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U	2.5	U
8270C	Butyl Benzyl Phthalate	85-68-7	ug/l	140	1400	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U	0.73	U
8270C	Di-n-butylphthalate	84-74-2	ug/l	700	7000	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U	0.82	U
8270C	Di-n-octyl phthalate	117-84-0	ug/l	140	1400	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U	3	U
8270C	Dibenzofuran	132-64-9	ug/l	28	280	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	0.3	U	3.7		0.3	U	4.6	
8270C	Diethylphthalate	84-66-2	ug/l	5600	56000	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U	0.51	U
8270C	Dimethylphthalate	131-11-3	ug/l	70560	705600	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U	0.58	U
8270C	Hexachlorobenzene	118-74-1	ug/l	1	100	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U	0.64	U
8270C	Hexachlorobutadiene	87-68-3	ug/l	0.4	40	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U	0.27	U
8270C	Hexachlorocyclopentadiene	77-47-4	ug/l	50	500	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U	0.63	U
8270C	Hexachloroethane	67-72-1	ug/l	25	250	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U	0.69	U
8270C	Isophorone	78-59-1	ug/l	37	3700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U
8270C	m-Cresol (3-methylphenol)	108-39-4	ug/l	35	350	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	n-Nitrosodimethylamine	621-64-7	ug/l	0.005	0.5	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U	0.7	U
8270C	n-Nitroso-di-n-propylamine	621-64-7	ug/l	0.0007	0.07	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U	0.22	U
8270C	n-Nitrosodiphenylamine	86-30-6	ug/l	7.1	710	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U	0.78	U
8270C	Nitrobenzene	98-95-3	ug/l	3.5	35	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U	0.38	U
8270C	o-Cresol (2-methylphenol)	95-48-7	ug/l	35	350	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	U	0.52	UJ	0.52	U	0.52	U
8270C	p-Cresol (4-methylphenol)	106-44-5	ug/l	3.5	35	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	U	1.4	UJ	1.4	U	1.4	U
8270C	Pentachlorophenol	87-86-5	ug/l	1	100	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	U	2.3	UJ	2.3	U	2.3	U
8270C	Phenol	108-95-2	ug/l	10	100	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	U	0.37	UJ	0.37	U	0.37	U
EPA 6010B	Lead	7439-92-1	mg/L	0.015	0.15	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U
EPA 6010B	Arsenic	Arsenic	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

Notes:
NE = Not Established
I = The reported value is between the laboratory limit of detection (MDL) and the laboratory limit of quantitation (PQL)
J = Estimated value - may not be accurate
U = Indicates that a specific compound was analyzed for but not detected. The reported value shall be the MDL

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JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4415196 OR BOOK 4111 PAGE 1502, Recorded 03/22/2018 01:25:52 PM

This instrument prepared by:
Michael Sznapstajler, Esquire
Cobb Cole
149 S. Ridgewood Avenue, Suite 700
Daytona Beach, FL 32114

DECLARATION OF RESTRICTIVE COVENANT

THIS DECLARATION OF RESTRICTIVE COVENANT (hereinafter "Declaration") is made this 22 day of March, 2018, by Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce (hereinafter "GRANTOR") and the Florida Department of Environmental Protection (hereinafter "FDEP").

RECITALS

A. GRANTOR is the fee simple owner of that certain real property situated in the County of St. Lucie, State of Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Groundwater Restricted Area");

B. The FDEP Facility Identification Number for the Groundwater Restricted Area is COM_82363 and BF561101001. The facility name at the time of this Declaration is Former H.D. King Power Plant Site – Parcel #1. This Declaration addresses contamination that was addressed by GRANTOR pursuant to the terms of a Brownfield Site Rehabilitation Agreement entered into between the GRANTOR and FDEP on November 29, 2012 (hereinafter the "BSRA");

C. The presence of vanadium and naphthalene in the Groundwater Restricted Area is documented in the following reports that are incorporated by reference:

1. *Interim Source Removal Report - 2014*, prepared by Cardno, dated October 31, 2014;

2. *Interim Source Removal Report - 2015*, prepared by Cardno, dated August 31, 2015; and

3. *Combined Document – Site Assessment Addendum and Source Removal Completion Report*, prepared by Cardno, dated November 20, 2016.

D. The reports noted in Recital C set forth the nature and extent of the contamination described in Recital C that is located in the Groundwater Restricted Area. These reports confirm that contaminated groundwater as defined by Chapter 62-780, Florida Administrative Code (F.A.C.), exists on the Groundwater Restricted Area. Also, these reports document that the groundwater contamination does not extend beyond the Groundwater Restricted Area boundary, that the extent of the groundwater contamination does not exceed 1/4 acres, and the groundwater contamination is not migrating.

E. It is the intent of the restrictions in this Declaration to reduce or eliminate the risk of exposure of users or occupants of the Groundwater Restricted Area and the environment to the contaminants and to reduce or eliminate the threat of migration of the contaminants.

F. FDEP has agreed to issue a Site Rehabilitation Completion Order with Conditions (hereinafter "Order") upon recordation of this Declaration. FDEP can unilaterally revoke the Order if the conditions of this Declaration or of the Order are not met. Additionally, if concentrations of naphthalene and vanadium increase above the levels approved in the Order, or if a subsequent discharge occurs at the Groundwater Restricted Area, FDEP may require site rehabilitation to reduce concentrations of contamination to the levels allowed by the applicable FDEP rules. The Order relating to FDEP Facility No. COM_82363 and BF561101001, can be obtained by contacting the appropriate FDEP district office or Tallahassee program area; and

G. GRANTOR deems it desirable and in the best interest of all present and future owners of the Groundwater Restricted Area that an Order be obtained and that the Groundwater Restricted Area be held subject to certain restrictions, all of which are more particularly hereinafter set forth.

NOW, THEREFORE, to induce FDEP to issue the Order and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the undersigned parties, GRANTOR agrees as follows:

1. The foregoing recitals are true and correct and are incorporated herein by reference.

2. GRANTOR hereby imposes on the Groundwater Restricted Area the following restriction:

a. There shall be no use of groundwater under the Groundwater Restricted Area. There shall be no drilling for water conducted on the Groundwater Restricted Area, nor shall any wells be installed on the Groundwater Restricted Area, other than monitoring wells pre-approved in writing by FDEP's Division of Waste Management (DWM), in addition to any authorizations required by the Division of Water Resource Management and the Water Management Districts. Additionally, there shall be no stormwater swales, stormwater detention or retention facilities, or ditches on the Groundwater Restricted Area. For any dewatering activities, a plan approved by FDEP DWM must be in place to address and ensure the appropriate handling, treatment, and disposal of any extracted groundwater that may be contaminated.

3. In the remaining paragraphs, all references to "GRANTOR" and "FDEP" shall also mean and refer to their respective successors and assigns.

4. For the purpose of monitoring the restrictions contained herein, FDEP is hereby granted a right of entry upon, over and through and access to the Groundwater Restricted Area at reasonable times and with reasonable notice to GRANTOR. Access to the Groundwater Restricted Area is granted by North Indian River Drive.

5. It is the intention of GRANTOR that this Declaration shall touch and concern the Groundwater Restricted Area, run with the land and with the title to the Groundwater Restricted Area, and shall apply to and be binding upon and inure to the benefit of GRANTOR and FDEP, and to any and all parties hereafter having any right, title or interest in the Groundwater Restricted Area or any part thereof. FDEP may enforce the terms and conditions of this Declaration by injunctive relief and other appropriate available legal remedies. Any forbearance on behalf of FDEP to exercise its right in the event of the failure of GRANTOR to comply with the provisions of this Declaration shall not be deemed or construed to be a waiver of FDEP's rights hereunder. This Declaration shall continue in perpetuity, unless otherwise modified in writing by GRANTOR and FDEP as provided in paragraph 7 hereof. These restrictions may also be enforced in a court of competent jurisdiction by any other person, firm, corporation, or governmental agency that is substantially benefited by these restrictions. If GRANTOR does not or will not be able to comply with any or all of the provisions of this Declaration, GRANTOR shall notify FDEP in writing within three (3) calendar days. Additionally, GRANTOR shall notify FDEP thirty (30) days prior to any conveyance or sale, granting or transferring the Groundwater Restricted Area or portion thereof, to any heirs, successors, assigns or grantees, including, without limitation, the conveyance of any security interest in said Groundwater Restricted Area.

6. In order to ensure the perpetual nature of this Declaration, GRANTOR shall record this Declaration, and reference these restrictions in any subsequent lease or deed of conveyance, including the recording book and page of record of this Declaration. Furthermore, prior to the entry into a landlord-tenant relationship with respect to the Groundwater Restricted Area, GRANTOR agrees to notify in writing all proposed tenants of the Groundwater Restricted Area of the existence and contents of this Declaration of Restrictive Covenant.

7. This Declaration is binding until a release of covenant is executed by FDEP Secretary (or designee) and is recorded in the public records of the county in which the land is located. To receive prior approval from the FDEP to remove any requirement herein, cleanup target levels established pursuant to Florida Statutes and FDEP rules must be achieved. This Declaration may be modified in writing only. Any subsequent amendments must be executed by both GRANTOR and FDEP and be recorded by GRANTOR as an amendment hereto.

8. If any provision of this Declaration is held to be invalid by any court of competent jurisdiction, the invalidity of that provision shall not affect the validity of any other provisions of the Declaration. All such other provisions shall continue unimpaired in full force and effect.

9. GRANTOR covenants and represents that on the date of execution of this Declaration that GRANTOR is seized of the Groundwater Restricted Area in fee simple and has good right to create, establish, and impose this restrictive covenant on the use of the Groundwater Restricted Area. GRANTOR also covenants and warrants that the Groundwater Restricted Area is free and clear of any and all liens, mortgages, or encumbrances that could impair GRANTOR'S rights to impose the restrictive covenant described in this Declaration.

[Remainder of Page Intentionally Blank - Signature Pages Begin on Next Page]

IN WITNESS WHEREOF, Fort Pierce Redevelopment Agency, has executed this instrument, this 21st day of February, 2018.

GRANTOR
Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce
100 North US 1
Fort Pierce, FL 34954

By: Linda Hudson
Name: Linda Hudson
Chairwoman of the Fort Pierce Redevelopment Agency

Signed, sealed and delivered in the presence of:

Witness: _____ Date: 2/21/18
Print Name: _____

Witness: _____ Date: 2/21/18
Print Name: _____

STATE OF _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 21 day of February, 2018, by Linda Hudson as Chairwoman of the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____.

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
City Attorney

_____
Print Name of Notary Public

Linda W Cox
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG121327
Expires 9/9/2021

Commission No. _____

Commission Expires: _____

[Remainder of Page Intentionally Blank]

Approved as to form by the Florida Department of Environmental Protection, Office of General Counsel. _____ 3-21-18

IN WITNESS WHEREOF, the Florida Department of Environmental Protection has executed this instrument, this 22 day of March, 2018.

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Name: Jennifer K. Smith
Title: District Director
FDEP Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, FL 33406

Signed, sealed and delivered in the presence of:
Witness: _____ Date: _____
Print Name: _____

Witness: _____ Date: 3/22/2018
Print Name: Rose Blackwood

STATE OF Florida)
COUNTY OF Palm Beach)

The foregoing instrument was acknowledged before me this 22nd day of March 2018, by Jennifer K. Smith as representative for the Florida Department of Environmental Protection.

Personally Known ✓ OR Produced Identification _____.
Type of Identification Produced _____

_____
Signature of Notary Public
Rose Blackwood
Print Name of Notary Public

Commission No. GG 105296
Commission Expires: 6/10/2021

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
City Attorney

Notary Public State of Florida
Rose Blackwood
My Commission GG 105296
Expires 06/10/2021

(045227-001 ; KUHN/TUPKIN : 02109308.DOCX; 10)

EXHIBIT A
Legal Description and Sketch of the Groundwater Restricted Area

Exhibit A

LEGAL DESCRIPTION

BEING A PARCEL OF LAND LYING IN SECTION 10, TOWNSHIP 35 SOUTH, RANGE 40 EAST, CITY OF FT. PIERCE, SAINT LUCIE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 8, BLOCK F, ARRON LEE'S MAP OF FORT PIERCE; PROCEED NORTH 18°25'13" WEST, ALONG THE EAST RIGHT-OF-WAY OF NORTH 2ND STREET (FORMERLY KNOWN AS PINE STREET AS SHOWN ON ARRON LEE'S MAP OF FORT PIERCE) (A 60 FOOT WIDE RIGHT-OF-WAY) AND THE WEST LINE OF BLOCK F, A DISTANCE OF 323.41 FEET TO AN ANGLE POINT IN THE EAST RIGHT-OF-WAY LINE OF THE REALIGNED PORTION OF NORTH 2ND AVENUE; THENCE NORTH 31°58'11" WEST, ALONG SAID EAST RIGHT-OF-WAY LINE OF NORTH 2ND AVENUE (A 50 FOOT WIDE RIGHT-OF-WAY) A DISTANCE OF 371.24 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 2 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK) THENCE NORTH 57°01'20" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 44.68 FEET; THENCE NORTH 65°32'35" EAST, A DISTANCE OF 93.33 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL;

THENCE SOUTH 68°48'59" EAST, A DISTANCE OF 503.79 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 190.54 FEET; THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 55.46 FEET; THENCE NORTH 18°24'56" WEST, A DISTANCE OF 166.39 FEET TO A POINT ON THE CENTERLINE OF A 2.6 FOOT CONCRETE BULKHEAD ON THE SOUTH TOP OF BANK OF MOORES CREEK (THE FOLLOWING 3 COURSES ARE ALONG THE CENTERLINE OF SAID CONCRETE BULKHEAD AND THE SOUTH TOP OF BANK OF MOORES CREEK); THENCE SOUTH 64°10'00" WEST, A DISTANCE OF 178.13 FEET; THENCE SOUTH 74°23'11" WEST, A DISTANCE OF 71.16 FEET; THENCE SOUTH 65°29'21" WEST, A DISTANCE OF 85.95 FEET TO THE POINT OF BEGINNING.

CONTAINING 1.352 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.

THOMAS P. KIERNAN — DATE
Professional Surveyor & Mapper
Florida Certificate No. 5199

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 772-464-0497 • www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 454

GROUNDWATER RESTRICTED AREA
DESCRIPTION

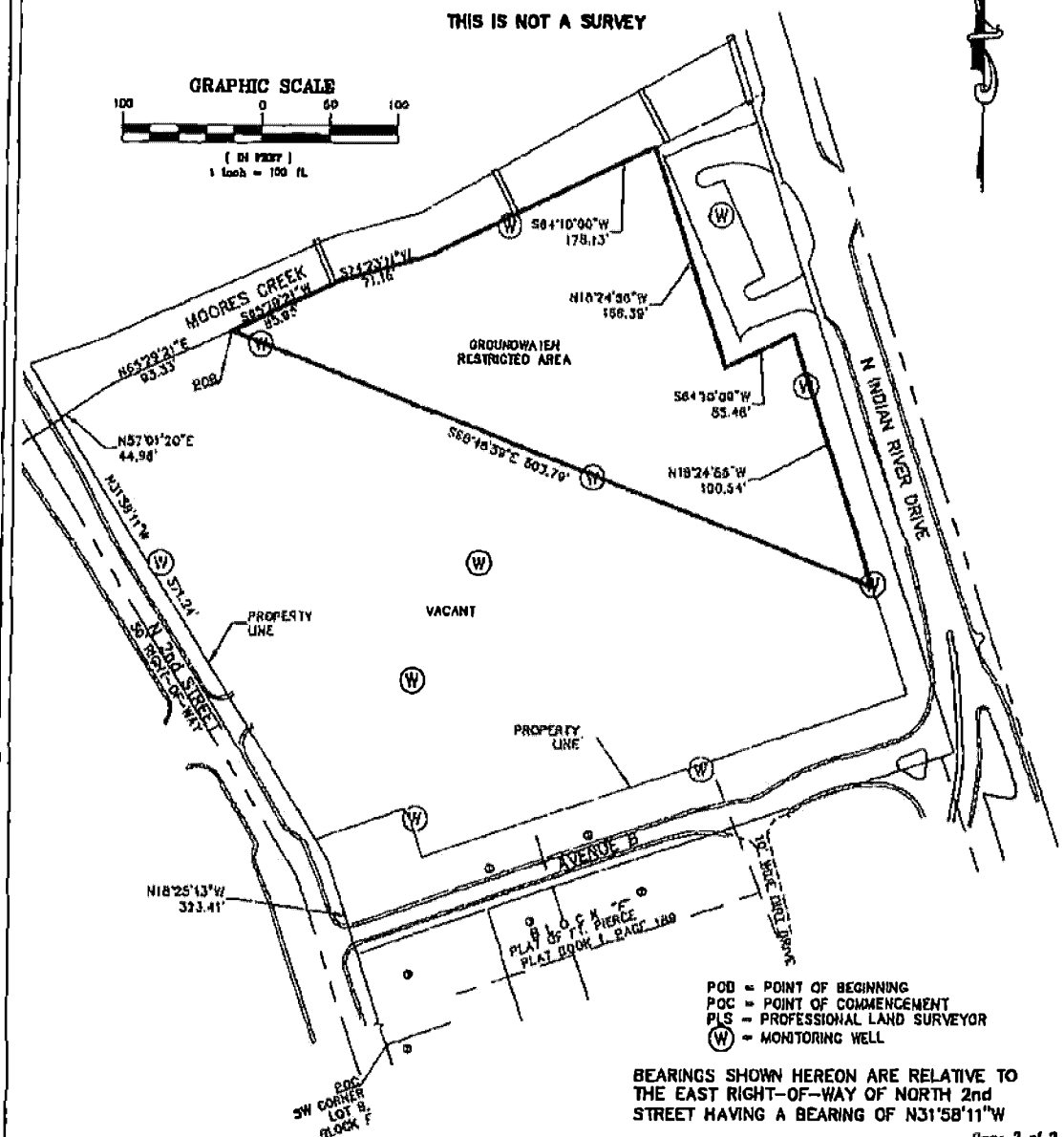
JOB NO: 13-071 sk1.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

P:\Proj-2013\13-071 HD King Power Plant\Survey\13-071 sk1.dwg, 3/21/2017 3:45:20 PM

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



Page 2 of 2

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2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.cet-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4746

GROUNDWATER RESTRICTED AREA

SKETCH OF DESCRIPTION

JOB NO: 13-071 sked.dwg	SCALE: 1"=100'
DRAWN BY: GLM	DATE: 3-17-2017

EXHIBIT "D"

Memo Regarding Financial Information

WTL+a

VIA E-MAIL: kdelaney@tcrpc.org

TO: **Kim Delaney, Ph.D.**
Director, Strategic Development & Policy
Treasure Coast Regional Planning Council

FROM: **WTL+a**

DATE: **August 9, 2019**

RE: **Summary Comments—Audubon Development Pro Forma Review**
H.D. King Site

WTL+a has conducted a review of the draft pro forma prepared by Audubon Development for its proposed redevelopment of the H.D. King site in downtown Fort Pierce. This review has been prepared as part of our scope of services for Treasure Coast Regional Planning Council (TCRPC) on behalf of the Fort Pierce Redevelopment Authority (FPRA).

Based on this review, it is our recommendation that the pro forma be restructured to allow a more accurate analysis of project performance as well as possible financial ramifications to the City. For example, it is industry-standard in any real estate cash flow analysis to prepare a forecast for a 10-year period with "reversion" (or sale) of the asset in year 10 in order to calculate investment rate-of-return (IRR). The Audubon pro forma forecast was for five (5) years only, with sale of the asset identified in year five of the analysis. We urge the City to understand why Audubon would seek such an exit strategy, with disposition of the asset in year five.

Development Program

- As we understand, Audubon Development will not develop the 120-room hotel, but intends to sell a 1.34-acre site to a third-party developer to construct a 107,159 sq. ft. property. The pro forma carries gross revenues of $1.5 million for disposition of this site to a third-party developer. However, the only revenue stream illustrated in the pro forma for the hotel is an annual reimbursement for common area maintenance

(CAM). As a result, WTL+a is unable to evaluate any financial aspect of the project's hotel component;

- As it is not known whether Audubon Development is in negotiations with a third-party developer for the hotel, the validity of the potential revenues generated by sale of the pad site cannot be determined; and
- **WTL+a previously requested information to verify/document potential deal terms associated with this transaction, such as a Letter of Intent (LOI) and/or a draft operating pro forma.** To date, nothing has been provided.

Sources & Uses of Funds

- Many of the inputs in Sources & Uses of Funds have been entered manually and not linked to specific inputs/assumptions. As a result, there is no way to verify how these inputs, such as hard and soft costs, were calculated or to be able to link these inputs to actual values/estimates;
- The pro forma identifies a contingency of $2,978,751. Based on hard and soft costs of $60,826,093, this would reflect a contingency of 4.9%. However, the pro forma notes the contingency is 8%. If the 8% factor is applied to the $60.8 million in hard and soft costs, this would be $4,866,000, not $2.97 million;
- In our experience, it is customary to estimate a 10% contingency. This is particularly critical today in light of rapidly-increasing construction costs for materials, significant uncertainties created by the administration's tariff policies, and increasing costs of construction labor due to labor shortages; and
- On the Sources & Uses of Funds tab, financing costs of $5,917,899 are illustrated and reflect the sum of mortgage broker fees and loan interest reserves. However, in the "Dev Budget Info" tab, total financing costs are actually $7,927,752. This reflects a difference of $2,009,752, which comprises the lender origination fee, the lender exit fee and other costs (survey, appraisal, title, recording fees, stamps, etc.). **We cannot determine how these additional costs are accounted for in the pro forma. These additional financing costs are likely to impact project results.**

Pro Forma

- WTL+a notes that there is no lease-up period illustrated in the pro forma, which results in the full rental revenues being reflected in year one. In mixed-use projects, full rental revenues generated by a project's multi-family units, office space and retail tenancies are typically not achieved until a "stabilized year" (typically defined as year three). It is unknown whether or not Audubon is accounting for "pent-up demand" as identified in the market study as well as the project's small size to justify full lease-up in year one. Nonetheless, we suggest using a lease-up period over a two- to three-year period to reflect the project's "untested" market location, particularly if the project's other (commercial) uses are not pre-leased;
- The pro forma assumes a standard vacancy allowance of 10% over the five-year cash flow. Typically, the industry-standard is 5%, so this would be considered a conservative metric; and
- **WTL+a notes that the pro forma assumes an annual TIF of $333,333 over the first three years of the cash flow.** As we understand, the development agreement calls for an annual TIF amount not to exceed $200,000 per year to a maximum of $1.0 million. By reducing the annual TIF payment to $200,000 per year and extending it over an additional two years, it reduces the project's stabilized year value (year three) by $2.2 million—from $48,651,100 to $46,449,000.

Profit Analysis

- We note that the pro forma assumes sell-out sales costs for the project's condominium component of 4%. At 4%, these costs are extremely underestimated. While a 4% sell-out cost may cover a blended broker commission rate, there are additional costs associated with marketing, property taxes, HOA, insurance, utilities, management fees, legal fees, and a warranty reserve. A 5% to 6% sell-out sales cost would be customary. This same issue is also applicable to the project's proposed single-family detached units;
- The pro forma also does not consider an annual absorption/sell-off of the condominium units. Similar to the multi-family rental units, the small number of

condominium units (60) may yield a more rapid sell-off. However, in an untested location such as the H.D. King site, we would recommend a longer absorption (sell-off) period to more conservatively reflect local market characteristics;

- The Profit Analysis also estimates the asset's proceeds upon sale. Interestingly, it uses the net operating income (NOI) in year 3 instead of the NOI in the last year of the pro forma (in this case, year five). As we discovered throughout the pro forma, this calculation was entered as a hard number ($3,600,000), instead of being linked to the actual NOI in year three;
- Moreover, by reducing the annual TIF payment—from $333,333 (in years 1—3) to $200,000 per year (in years 1—5) as identified in the draft development agreement, it reduces the project's reversion/sale value by approximately $1.7 million, but only $1.2 million in year five;
- The Profit Analysis also illustrates a return on the developer's initial equity investment (30%, or $19.1 million) of 10%. It is unclear whether this 10% Return-of-Equity factor is realized only upon reversion/sale of the asset in year five. Typically, there would be a guaranteed annual return payment but it is not clear from the pro forma; and
- Other performance metrics (e.g., capitalization/cap rates, commercial retail and office rents, multi-family rents and condominium unit pricing, etc.) are assumed to be indicative of local market conditions.

Given the concerns noted above, WTL+a is unable to provide a recommendation to the FPRA to proceed with negotiations until these outstanding issues are resolved and/or relevant data is provided.

EXHIBIT "E"

This Instrument Prepared By:
W. LEE DOBBINS, ESQ.
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947
(772) 464-7700

For Official Use Only
Tax Parcel Identification No.:_____

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the ____ day of _____, 20___, by the FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163 ("**Grantor**"), to AUDUBON DEVELOPMENT, INC., a Florida corporation, whose address is P.O. Box 981, Palm Beach, FL 33480 ("**Grantee**").

(Whenever used herein, the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, personal representatives and assigns of individuals and the successors and assigns of corporations, limited liability companies, partnerships, governmental and quasi-governmental entities.)

W I T N E S S E T H:

THAT GRANTOR, for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee, all that certain parcel of real property (the "**Land**") situate in St. Lucie County, Florida and more particularly described in **Exhibit "A"**, attached hereto and made a part hereof.

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 GRANTOR hereby covenants with Grantee that Grantor is lawfully seized of the Land in fee simple; that Grantor has good right and lawful authority to sell and convey Grantor's interest in and to the Land and hereby warrants the title to the Land and will defend the same against the lawful claims of all persons claiming by, through or under Grantor, but not otherwise. This conveyance is subject to taxes accruing subsequent to December 31, 20___, and to easements, restrictions, agreements, conditions, limitations, reservations and other matters of record, if any, but this reference to the foregoing shall not operate to reimpose the same.

PROVIDED THAT in the event that Grantee defaults on its obligations set forth in that certain Agreement for Development of King's Landing, by and between The City of Fort Pierce, the Fort Pierce Redevelopment Agency and Grantee, dated _____, 2019, and recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida, then Grantor shall have the right to re-enter and retake possession of the Land, and fee simple title to such land shall revert to the Grantor.

IN WITNESS WHEREOF, the party referred to above as Grantor has caused this instrument to be executed and delivered in its name and has intended the same to be and become effective as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163

_____
Print Name: _____

By: _____
Print Name: _____
Title: _____

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this _____day of _____, 20____, by _____ as _____ of FORT PIERCE REDEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statutes Chapter 163. Said person did not take an oath and (check one) ☐ is personally known to me, ☐ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

_____
Notary Public, State of Florida
Print Name: _____
Commission #: _____
My Commission Expires: _____

EXHIBIT "F" - CONSTRUCTION SCHEDULE

	Task Mode	Task Name	Duration	Start	Finish
1		"Complete Closing"	1 day	Mon 11/1/21	Mon 11/1/21
2		Phase One Work	1185 days	Tue 11/2/21	Wed 1/29/25
3		Complete Process for Site Work	583 days	Tue 11/2/21	Fri 6/9/23
4		Architectural Concept Confirmation Plans	60 days	Tue 11/2/21	Fri 12/31/21
5		M/E/P/FP Concept Drawings	30 days	Sat 1/1/22	Sun 1/30/22
6		Civil Design Documents from EDC	45 days	Mon 1/31/22	Wed 3/16/22
7		Civil Design Process for Site Improvements, Mobilization and Permitting	180 days	Thu 3/17/22	Sat 9/10/22
8		Site Work / Remove buried Concrete and Unknown Piping	145 days	Tue 11/1/22	Sat 4/1/23
9		Site Work Construction Duration	270 days	Tue 9/13/22	Fri 6/9/23
10		Complete Process for Townhouses	545 days	Thu 3/17/22	Tue 9/12/23
11		Design Duration thru CDs	120 days	Thu 3/17/22	Fri 7/15/22
12		Permit Process	90 days	Fri 7/15/22	Mon 10/17/22
13		Construction Duration	365 days	Tue 9/13/22	Tue 9/12/23
14		Complete Hotel Process "Building E"	1080 days	Tue 2/15/22	Wed 1/29/25
15		Design Process	300 days	Tue 2/15/22	Mon 12/12/22
16		Permit Process	120 days	Mon 12/12/22	Sat 4/8/23
17		Property Purchase to Main Sail Group	30 days	Sun 2/12/23	Mon 3/13/23
18		Construction Process	660 days	Tue 4/11/23	Wed 1/29/25
19		Phase 2	1415 days	Sat 3/12/22	Sat 1/24/26
20		Complete Process for Condos SE Building "C", NE Building "D" & Garage "Building F"	1415 days	Sat 3/12/22	Sat 1/24/26
21		Design Duration thru CDs and Condo Documents	365 days	Sat 3/12/22	Sun 3/12/23
22		Permit Process	90 days	Tue 3/14/23	Sat 6/10/23
23		Construction Duration	900 days	Sat 6/10/23	Tue 11/25/25
24		FFE & Closings	60 days	Wed 11/26/25	Sat 1/24/26
25		Phase 3	545 days	Thu 5/30/24	Tue 11/25/25
26		Courtyard Condos Building "A" and Restaurant Shell Building "B"	545 days	Thu 5/30/24	Tue 11/25/25
27		Design Process	120 days	Thu 5/30/24	Fri 9/27/24
28		Permit Process	60 days	Mon 9/30/24	Sat 11/30/24
29		Construction Process	365 days	Tue 11/26/24	Tue 11/25/25
30		Phase 4	545 days	Fri 5/30/25	Wed 11/25/26
31		West Parcel "Future Development"	545 days	Fri 5/30/25	Wed 11/25/26
32		Design Process	120 days	Fri 5/30/25	Sat 9/27/25
33		Permit Process	60 days	Sun 9/28/25	Wed 11/26/25
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26

EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X: _____		X: _____	
Name and Title:		Name and Title:	

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or Other Party)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

SAMPLE

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

SAMPLE

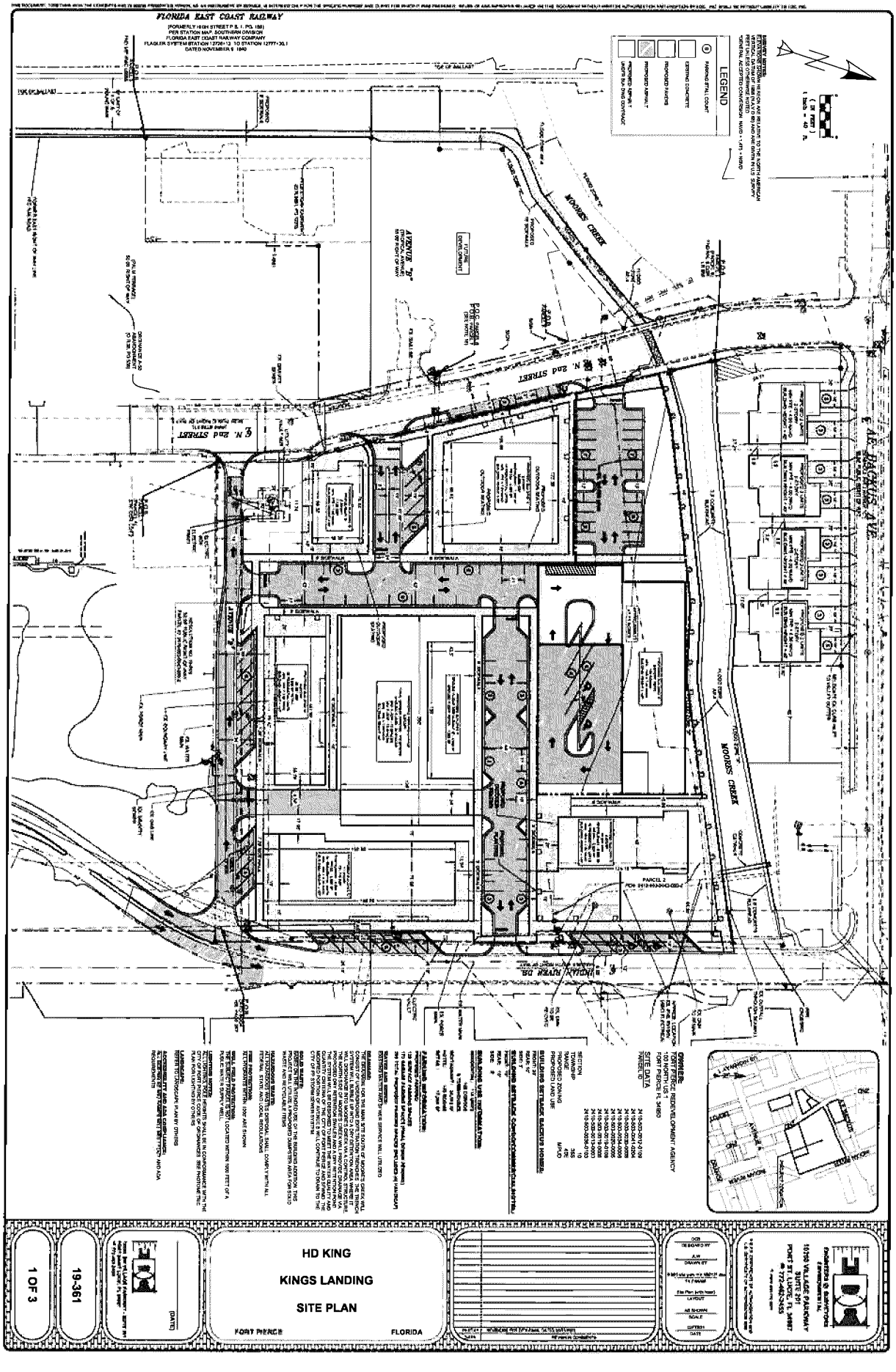
§ 16 Modifications to this bond are as follows:

SAMPLE

(Space is provided for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
X:_____		X: _____	
Name and Title:		Name and Title:	

EXHIBIT "H"
CONCEPTUAL SITE PLAN



JONES
FOSTER

April 5, 2024

Sara Hedges
City Attorney
shedges@cityoffortpierce.com
City of Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, Florida 34950

Re: Audubon Development, Inc.'s Response In Opposition to the City's Notice of Default

Ms. Hedges:

Jones Foster, P.A. represents Audubon Development, Inc. ("Audubon"). The Firm has been retained relative to the Amended and Restated Agreement for Development of King's Landing, executed February 8, 2022, and the First Amendment to the Amended and Restated Agreement for Development of King's Landing, executed November 8, 2022 (collectively, the "Development Agreement"). This letter responds to the purported Notice of Default, regarding an alleged missed permit deadline, issued by the City on March 21, 2024.

The City's Request for Proposals Regarding King's Landing

As you know, Audubon responded to the City's request for proposals ("RFP") relating to the "King's Landing" property (the "Property"). The H.D. King Powerplant (the "Powerplant") was previously located on the Property. The City represented (1) that the Powerplant was demolished, (2) that the Property was completely remediated, and (3) that the Property offered a "blank slate" for redevelopment.

The City's RFP provided no notice of demolition debris remaining on the Property and no notice of the significant title defects encumbering the Property. Relying on the City's representations, Audubon submitted its proposal. Audubon's proposal was found by the City to have presented the most advantageous proposal.

City Misrepresentations Relating to the Property

After the proposal's acceptance, the City's misrepresentations regarding the Property's readiness for development began to surface.

Scott G. Hawkins
Lainey W. Francisco
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com
lfrancisco@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

No Clear and Unencumbered Title

The City did not have clear and unencumbered title to the Property. Indeed, there were several title encumbrances that prevented development and required significant time and effort to resolve. Various parts of the property were formerly submerged lands and potentially subject to state sovereignty rights. The Property was also encumbered by multiple platted public roads that crossed through the site. The City failed to notify those participating in the RFP that the Property contained significant title encumbrances which would have to be resolved before the property could be developed. These title defects were not uncovered until Audubon obtained a title search and had already invested considerable time and money.

No Clean Slate for Redevelopment

Contrary to the City's representations, the Property was not fully remediated following the City's 2008 demolition of the Powerplant. In fact, 3-D radar imaging revealed demolition debris was buried on the site. The sub-surface condition made redevelopment in any significant manner impossible without removal of the debris. Excavation was required to determine the extent of the debris. Further, FDEP approval and supervision would be required to initiate that process.

Despite its responsibility for the 2008 demolition, the City failed to inform Audubon that significant portions of the Powerplant itself remained on the Property. Specifically, Audubon's excavation revealed that the Powerplant's concrete foundations, water intake ducts, and storage tanks were buried between 5 and 10 feet below the surface. Obviously, the Property was <u>not</u> fully remediated following the Powerplant's demolition and was <u>certainly not</u> a "blank slate" for redevelopment. Little more than a park could have been developed on the Property as it was, let alone the multi-story, waterfront structures requested by the City, which necessitated underground pilings.

Audubon Assists the City Despite its Misrepresentations

To move forward with the project, which has significant public support, Audubon agreed to work with the City to cure several title defects and to remediate the Property.

Audubon Helps Cure Title

Despite the City being contractually responsible for curing the title encumbrances, Audubon was forced to step in to help resolve the encumbrances to avoid delaying the project. Audubon's consultants researched and obtained historical records and facilitated discussions between the City and the State regarding the State disclaiming its potential sovereignty rights to the Property. Audubon also reviewed the plat dedications encumbering the Property and worked with the City on their release.

Audubon Remediates Demolition Debris

When the buried debris was discovered through soil boring and imaging, Audubon approached the City for a solution. The City refused to work with Audubon on removing the debris until a site plan was submitted. The City reasoned that it did not want to remove any more debris than was absolutely necessary. Audubon complied and worked with the City on several iterations of its site plan.

When the site plan was approved, the City still refused to remove the debris from the Property. Concerned that the City's behavior would continually delay the project, Audubon contacted the Florida Department of Environmental Protection ("FDEP") for permission to the remove the debris. After months of working with the FDEP on the City's behalf, Audubon received approval for excavation.

Audubon began excavating the site and found entire portions of the Powerplant buried in the ground. In total, approximately 1,500 tons of concrete and debris were removed from the Property's subsurface. Audubon also filled the craters where the Powerplant's foundation and debris were removed. After 22 months and costs estimated to exceed 1.5 million dollars, the Property was deemed fully remediated by the FDEP in August 2023.

As a result of the City's misrepresentations regarding the Property's condition, Audubon incurred additional project delays that never could have been accounted for at the time of closing when project deadlines were set.

The City Delays the Project Review Process

The City promised Audubon a "fast-tracked" review process. Audubon relied on this promise. Despite the City's representation, Audubon was met with several planning and zoning delays by the City. Instead of "fast tracking", the City actually slow-rolled the review process.

City review was a necessary precursor to the submission of building plans and permits. The City's review delays consumed the time remaining in the agreed upon development schedule.

When the City issued its purported Notice of Default, Audubon was still waiting for the City's review of multiple items, which was required prior to submission of any building plan or permit.

The City Wrongfully Declares Default Against Audubon

The City issued its Notice of Default in relation to a purported missed building permit deadline. The City did so, despite being the cause of the delays relating to the missed deadline. On this basis, the City now attempts to declare Audubon's default and to retake the Property. Note, the Property has significantly increased in value as a result of Audubon's legal work and remediation efforts.

The City's Failure to Comply with the Development Agreement

The City cannot declare default without being in compliance with the Development Agreement, itself. The City's numerous misrepresentations constitute a violation of the Development Agreement.

Further, the City has yet to reimburse Audubon for the Property's debris remediation. Pursuant to Paragraph 27 of the Development Agreement, the City agreed "to promptly reimburse Audubon for the cost of the Debris Removal." Despite releasing a portion of the costs held in escrow, the City has yet to fully reimburse Audubon.

Due to its misrepresentations relating to the Property and its failure to reimburse Audubon for remediation of the Property, the City has failed to comply with its own obligations under the Development Agreement. Paragraph 10 of the Development Agreement mandates that the City first be in compliance with its provisions before alleging default. Thus, Audubon cannot be deemed to have defaulted, and the City's attempt to allege such default is wrongful and invalid. Any attempt by the City to retake the Property under these circumstances would represent a violation of due process and an interference with Audubon's protected property rights.

Audubon's Continued Commitment to King's Landing

Despite its frustration with the City's misrepresentations and delays, Audubon remains steadfast in its intent to provide the City with a beautiful mixed use development that enhances the value of the community. Audubon will submit modified deadlines and additional information to the City's officials. Audubon would welcome the opportunity to work with the City to come to a resolution that would benefit both parties and the community. However, if the City fails to rescind its purported Notice of Default by 5:00p.m. on April 12, 2024 and attempts to retake the Property, Audubon will have no choice but to defend its rights pursuant to the Development Agreement and the applicable laws.

Sincerely yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins

Scott G. Hawkins
Lainey W. Francisco

SGH:ZSF

JONES
FOSTER

April 16, 2024

VIA ELECTRONIC MAIL

Sara Hedges, Esq.
shedges@cityoffortpierce.com
City Attorney, Fort Pierce
100 N U.S. 1 Highway
Fort Pierce, FL 34950

Re: **Audubon Development, Inc.'s Request for Extension of Time to Address the City's Notice of Default**

Dear Attorney Hedges:

Jones Foster, P.A. submits this letter request on behalf of Audubon Development, Inc. ("Audubon") and in furtherance of our discussions on Tuesday April 16, 2024.

The purpose of this letter is to request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024. This extension of time is requested to afford Audubon an opportunity to present to the City and the FPRA a plan to address the City's concerns with a view to completing the King's Landing project. In this regard, it is understood that the Board of the FPRA is meeting on May 14. It is Audubon's plan, and consistent with prior comments from the City Manager to Dale Matteson, to appear before the FPRA Board to present a revised plan and timeline for moving forward and to address the City's questions and concerns at such time.

Audubon remains steadfast in its intent to provide the City with a beautiful mixed-use development that enhances the value of the community. With a view to completing this project, Audubon will submit proposed modified deadlines and address the City's concerns at the FPRA meeting on May 14, 2024.

Very truly yours,

JONES FOSTER P.A.

/s/ Scott G. Hawkins
Scott G. Hawkins

Florida Bar Board Certified Business Litigation Attorney

SGH:ZSF
cc: Lainey W. Francisco, Esq

Scott G. Hawkins
D 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com

505 South Flagler Drive, Suite 1100 West Palm Beach, FL 33401
jonesfoster.com

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

May 1, 2023

Scott G. Hawkins, Esq.
Jones Foster PA
shawkins@jonesfoster.com

RE: Audubon Development, Inc. – Kings Landing

Dear Mr. Hawkins:

At its special meeting on Friday, April 19, 2024, the Mayor and City Commission considered your request that the City of Fort Pierce toll for 45 days, and otherwise suspend, the running of all deadlines associated with the Notice of Default issued by the City on March 21, 2024 with regard to the Kings Landing project and the development agreement.

The Mayor and City Commission approved providing an additional 45 days to cure the default that was issued on March 21, 2024.

It is our understanding that Mr. Matteson will appear before the FPRA Board along with Marriott Corporation to present a revised plan and timeline for moving forward at the meeting on May 14, 2024.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Nick Mimms, City Manager
Sara Hedges, City Attorney

JONES
FOSTER

June 4, 2024

VIA ELECTRONIC MAIL (shedges@cityoffortpierce.com)

Sara Hedges, Esq.
City Attorney
City of Fort Pierce
100 N US 1 Highway
Fort Pierce, Florida 34950

Re: King's Landing / Audubon Development / Concrete Remediation

Dear Sara:

In response to the City's request for a calculation of remediation costs, I have attached three sets of invoices.

The first set of invoices (attached as Exhibit "A") pertains to services rendered by Andersen Andre Consulting Engineers, Inc. These invoices include the costs for geotechnical engineering evaluations necessary prior to the removal of the buried concrete as well as the costs for environmental and groundwater monitoring which was required by the Florida Department of Environmental Protection throughout the remediation. These costs total $60,758.00

The second set of invoices (attached at Exhibit "B") pertains to services rendered by Conkling & Lewis Construction, Inc. These invoices include costs for removal of the buried concrete, for materials and work necessary to fill the void left by the concrete, and for management of the remediation project. These costs total $959,446.30.

Scott G. Hawkins
T 561 650 0460 O 561 659 3000
shawkins@jonesfoster.com

505 South Flagler Drive, Suite 1100, West Palm Beach, FL 33401
jonesfoster.com

The third set includes an invoice (attached as Exhibit “C”) which pertains to services rendered by Engineering Design & Construction, Inc. This invoice includes costs related to the site plan required by the City prior to the commencement of remediation. These costs total $77,340.00.

We are not presenting at this time the legal fees and administrative costs incurred by Audubon and necessitated by the concrete removal and remediation. Audubon reserves the right to include those costs and fees in the event of litigation.

Sincerely,

JONES FOSTER P.A.

/s/ Scott G. Hawkins

Scott G. Hawkins

SGH/ts

cc: Lainey Francisco, Esq.

#5585050 v1 33244-00001

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A20-2992
Invoice Date: March 4, 2020
AACE Project No: 20-113

Bill To: Audubon Development, Inc.
PO Box 981
Palm Beach, FL 33480

Attention: Mr. Dale Matteson

EXHIBIT
A

LIMITED SUBSURFACE SOIL EXPLORATION AND
PRELIMINARY GEOTECHNICAL ENGINEERING EVALUATION
KING'S LANDING DEVELOPMENT
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

(Unit fees per AACE Proposal P19-1387 dated January 7, 2020 (revised)

1. Layout of Boring Locations and Coordination of Underground Utility Clearance:
   Staff Engineer; 3 hours @ $80.00/hour $240.00

2. Mobilization/Demobilization of drilling equipment $300.00

3. Standard Penetration Test borings (2 borings to 75 feet, 5 borings to 20 feet):
   150 feet of borehole of depths 0-25 feet @ $14.00/foot $1,820.00
   50 feet of borehole of depths 26-50 feet @ $15.00/foot $750.00
   50 feet of borehole of depths 51-75 feet @ $17.00/foot $850.00
   Grouting of boreholes; 4 hours @ $125.00/hour $500.00

4. SFWMD Exfiltration Tests: 2 tests @ $400.00/test $800.00

5. Test Pit Excavations:
   Rental of Excavator; 1 day @ $1,500.00/day (incl. mob/demob, fuel, insurance, etc.) $1,500.00
   Operator; 8 hours @ $55.00/hour $440.00
   Staff Engineer; 8 hours @ $80.00/hour $640.00

6. Laboratory Testing Program:
   Moisture Content (ASTM D2216); 10 tests @ $25.00/test $250.00
   Fines Content (ASTM D1140; 10 tests @ $50.00/test $500.00

7. Engineering Services & Report Preparation:
   Principal Engineer (P.E.); 1 hour @ $155.00/hour $155.00
   Senior Project Engineer (P.E.); 4 hours @ $130.00/hour $520.00
   Project Engineer (P.E.); 7 hours @ $100.00/hour $700.00
   CAD/Drafting; 4 hours @ $58.00/hour $232.00
   Clerical Services; 2 hours $48.00/hour $96.00

TOTAL INVOICE AMOUNT $10,293.00

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-3721

Invoice Date: February 28, 2022

AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480

Attention: Mr. Dale Matteson, Pres.

Subject:

ENVIRONMENTAL CONSULTING SERVICES
GROUNDWATER SAMPLING AND ANALYTICAL TESTING
KINGS LANDING
FORT PIERCE, FLORIDA

1) Retainer per AACE Proposal No. P21-2147 dated December 20, 2021 . . . . . $7,000.00

Invoice Amount:	**. $7,000.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-3786

Invoice Date: April 20, 2022

AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480

Attention: Mr. Dale Matteson, Pres.

Subject:

ENVIRONMENTAL CONSULTING SERVICES
GROUNDWATER SAMPLING AND ANALYTICAL TESTING
KINGS LANDING
FORT PIERCE, FLORIDA

1) Project Coordination (review of available information, site visit, utility clearance, etc.);
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Groundwater Monitoring Well Installation;
   - Mobilization of Drilling Equipment; lump sum $350.00
   - 9 wells to 15 feet @ $40.00/foot $5,400.00
   - Decontamination Between Wells; 3 hours @ $125.00/hour $375.00
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - 55-gallon Drums for Development Water & Drilling Cuttings; 2 drums @ $175.00/drum $350.00

3) Field Sampling (9 Monitoring Wells);
   - Staff Engineer; 10 hours @ $85.00/hour $850.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

4) Laboratory Testing (9 Groundwater Samples):
   - EPA Method 8270 - 9 samples @ $150.00/sample $1,350.00
   - Vanadium - 9 samples @ $50.00/sample $450.00

5) Less Retainer Received ..... < -$7,000.00>

Invoice Amount: $4,790.00

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

INVOICE

Invoice No: A22-3963
Invoice Date: October 6, 2022
AACE Project No: 22-287

Bill To:

Audubon Development, Inc.
PO Box 981
Palm Beach, FL 33480

Attention: Mr. Dale Matteson

SUBSURFACE SOIL EXPLORATION AND
GEOTECHNICAL ENGINEERING EVALUATION
KINGS LANDING VILLAS
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA

---

1. Lump sum per AACE Proposal No. P22-2238 (dated 09/09/22) $3,960.00

TOTAL THIS INVOICE $3,960.00

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-4134
Invoice Date: April 27, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

NATURAL ATTENUATION MONITORING PLAN
YEAR NO. 1, EVENT NO. 1
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Project Coordination;
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Groundwater Monitoring Well Installation;
   - Mobilization of Drilling Equipment; lump sum $400.00
   - Wells, Pads & Riser Construction; 9 wells @ $1,200.00/well. $10,800.00
   - Well Permits; 9 wells @ $50.00/well $450.00
   - Staff Engineer (Well Development); 16 hours @ $85.00/hour $1,360.00
   - 55-gallon Drums for Development Water & Drilling Cuttings; 2 drums @ $175.00/drum $350.00

3) Field Sampling (9 Monitoring Wells x 2 Sampling Events);
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - YSI Water Meter Rental; lump sum $500.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

4) Monitoring Well Elevation Survey and Groundwater Flow Determination;
   - Project Engineer; 10 hours @ $105.00/hour $1,050.00
   - Senior Field Technician; 10 hours @ $65.00/hour $650.00

5) Laboratory Testing [10 Groundwater Samples (9 samples + 1 duplicate sample)]:
   - EPA Method 8270 - 10 samples @ $150.00/sample $1,500.00
   - Vanadium - 10 samples @ $50.00/sample $500.00

6) Engineering Services & NAM Report Preparation:
   - Principal Engineer - 1 hour @ $195.00/hour $195.00
   - Project Engineer - 13 hours @ $125.00/hour $1,625.00
   - Technical Draftsman - 10 hours @ $60.00/hour $600.00
   - Secretary - 5 hours @ $50.00/hour $250.00

Invoice Amount:	**..... $22,895.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A22-4204
Invoice Date: July 21, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

NATURAL ATTENUATION MONITORING PLAN
YEAR NO. 1, EVENT NO. 2
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Project Coordination;
   - Project Engineer; 10 hours @ $125.00/hour $1,250.00

2) Field Sampling;
   07/05/23 - 9 monitoring wells
   - Staff Engineer; 12 hours @ $85.00/hour $1,020.00
   - Senior Field Technician; 3 hours @ $65.00/hour $195.00
   - YSI Water Meter Rental; lump sum $500.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $200.00

   07/15/23 - 1 monitoring well
   - Staff Engineer; 4 hours @ $85.00/hour $340.00
   - Senior Field Technician; 2 hours @ $65.00/hour $130.00
   - Tubing, gloves, decon. equipment, etc. (lump sum) $50.00

3) Laboratory Testing [9 Groundwater Samples]:
   - EPA Method 8270 - 9 samples @ $150.00/sample $1,500.00
   - Vanadium - 10 samples (9 wells + 1 resampling event) @ $50.00/sample $500.00

4) Engineering Services & NAM Report Preparation:
   - Principal Engineer - 1 hour @ $195.00/hour $195.00
   - Project Engineer - 13 hours @ $125.00/hour $1,625.00
   - Technical Draftsman - 10 hours @ $60.00/hour $600.00
   - Secretary - 5 hours @ $50.00/hour $250.00

Invoice Amount:	**..... $8,355.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue
Port St. Lucie, Florida 34983

Invoice

Invoice No: A23-4226
Invoice Date: August 16, 2023
AACE Project No: 22-156

Bill To:

Audubon Development
PO Box 981
Palm Beach, Florida 33480
Attn: Mr. Dale Matteson, Pres.

Subject:

ABANDONMENT OF MONITORING WELLS
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

1) Lump sum per AACE Proposal P23-2706 dated August 11, 2023	$3,465.00
Invoice Amount:	**. $3,465.00**

Please remit payment within 30 days to:
Andersen Andre Consulting Engineers, Inc. ● 834 SW Swan Avenue ● Port St. Lucie, Florida 34983
Please call (772) 807-9191 with any questions concerning payment.

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

EXHIBIT
B

April 10, 2024

Dale Matteson
Audobon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480

RE: Re-Cap of Conkling & Lewis Invoicing and Cost/Fees:

Invoiced:

Demolition/Removal	01	$117,024.58	
	02	163,872.00	
	03	59,389.33	
Adjusted Invoice	04	4,540.47	
			$ 344,826.37
Earthwork	01	$177,957.50	
	02	77,781.12	
			$ 255,738.67
	Invoiced to Date		$ 600,565.05

Cost/Fees not included
from earlier invoicing

	Cost from a previous invoice	$ 24,381.29
	Cost of Trailer	$ 16,000.00
Pre-Con		
	Pre-Con Fee	$ 318,500.00
Total Cost/Fees		$ 959,446.30

EXHIBIT
C

Engineering Design & Construction, Inc.
10250 SW Village Parkway Suite 201
Port St. Lucie, FL 34987

ENGINEERS & SURVEYORS
ENVIRONMENTAL

Invoice

Date	Invoice #
3/14/2022	

Bill To

Audubon Development Dale Matteson
184 Sunset Avenue, # 38 Palm Beach, FL 33480

Kings Landing Site Plan

P.O. No.	Terms	Account #	Project
	Net 15		Kings Landing - 19-361

Description	Contract Amount	Previously Billed	% Billed
Team / Agency Meetings (T&E)	15,000.00	23,163.75	154.43%
Due Diligence	10,250.00	10,847.50	105.83%
~~PUD Plan & Regulations~~	~~8,500.00~~		~~0.00%~~
Development Review Approval - City of Fort Pierce	12,650.00	12,650.00	100.00%
Prep & Rep of 1st Round Staff Comments	4,800.00	1,380.00	28.75%
Environmental Assessment	1,840.00	1,840.00	100.00%
Boundary / Topo Survey	18,200.00	18,200.00	100.00%
Sketch & Description per Lee Dobbins dated 02/18/2020	1,200.00	1,200.00	100.00%
Photometric Plans approved per Dale Matteson on 04/07/2021	1,450.00	1,450.00	100.00%
Site Plan Graphic	1,700.00	1,700.00	100.00%
Engineer's Cost Estimate (Approved 2/8/22)	1,250.00	1,250.00	100.00%
Updated ALTA to new Commitment date (Approved 3/8/22)	500.00	500.00	100.00%
Reimbursables - 5%			
	77,340.00	74,181.25	

Contract Amount:	$	77,340.00
Billed to Date:	$	74,181.25
Unbilled:	$	11,920.00

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

April 10, 2024

Dale Matteson
Audobon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480

RE: Re-Cap of Conkling & Lewis Invoicing and Cost/Fees:

Invoiced:

Demolition/Removal	01	$117,024.58	
	02	163,872.00	
	03	59,389.33	
Adjusted Invoice	04	4,540.47	
			$ 344,826.37
Earthwork	01	$177,957.50	
	02	77,781.12	
			$ 255,738.67
	Invoiced to Date		$ 600,565.05

Cost/Fees not included from earlier invoicing

	Cost from a previous invoice	$ 24,381.29
	Cost of Trailer	$ 16,000.00
Pre-Con		
	Pre-Con Fee	$ 318,500.00
Total Cost/Fees		$ 959,446.30

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 5, 2022

Bd. # 1243
10/14/22
$117,024.58

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-01

MATERIALS:

FDEP (STATE).		$ 250.00
HOME DEPOT/LOWES.		732.80
JM VIKING.		1,766.92
MY SAFETY SIGN.		148.73
RAPID REMOVAL.		65,213.00
ST. LUCIE CO.		38.52
UNITED RENTAL.		1,742.58
	TOTAL MATERIAL	$ 69,892.55

LABOR:

SUPERINTENDENT.		$ 33,600.00
LABORER.		1,935.00
	TOTAL LABOR	$ 35,535.00

G.C. FEE (10%).	$ 10,542.76
G.C. INSURANCE (1%).	$ 1,054.28
TOTAL INVOICE	$117,024.58

TOTAL INVOICED TO DATE $117,024.58

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

November 16, 2022

PO #RLW
12/5/22
$163,872.60

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-02

MATERIALS:

EAST COAST LUMBER.	$ 71.62
INDIAN RIVER OXYGEN.	5,209.57
RAPID REMOVAL.	127,146.00
UNITED SITE.	800.17
TOTAL MATERIAL	$ 133,227.36

LABOR:

SUPERINTENDENT.	$ 22,200.00
CARPENTER.	5,943.00
TOTAL LABOR	$ 28,143.00

G.C. FEE - BALANCE OF $16,000.00. . . .	$ 888.51
G.C. INSURANCE (1%).	$ 1,613.70
TOTAL INVOICE	$ 163,872.60

TOTAL INVOICED TO DATE $280,897.20

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

December 26, 2022

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2022-03

MATERIALS:

EAST COAST LUMBER.	$	15.48
RAPID REMOVAL.		40,000.00
UNITED SITE.		1,634.00
TOTAL MATERIAL	$	41,615.82

LABOR:

SUPERINTENDENT.	$	14,850.00
CARPENTER.		2,035.00
TOTAL LABOR	$	16,885.00

G.C. FEE	$	N/C
G.C. INSURANCE (1%).	$	888.51
TOTAL INVOICE	$	59,389.33

TOTAL INVOICED TO DATE $340,286.48

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

June 12, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-01A

MATERIALS:

NATURES KEEPER.		$ 3,234.33
THOMAS PRINTWORKS.		177.33
UNITED SITE.		3,713.98
	TOTAL MATERIAL	$ 7,125.64

LABOR:

SUPERINTENDENT.		$ 18,600.00
CARPENTER.		330.00
	TOTAL LABOR	$ 18,930.00
G.C. FEE		$ 2,605.56
G.C. INSURANCE (1%).		$ 260.56
	TOTAL INVOICE	$ 28,921.76

TOTAL INVOICED TO DATE $369,241.90

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

December 21, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-03

MATERIALS:

ANDERSON ANDRES.	$ 3,860.00
BCM.	139,039.60
CITY OF FT. PIERCE.	500.00
EAST COAST LUMBER.	73.13
FERGUSON.	1,605.00
GOOD NEIGHBOR FENCE.	5,896.40
HOME DEPOT.	667.36
JM VIKING.	1,200.00
PARK'S RENTAL.	171.20
PORT POTTY.	179.76
THOMAS PRINTWORKS.	103.08
UNITED RENTAL.	3,404.32
UNITES SITE SERVICES.	378.44
TOTAL MATERIAL	$ 157,078.30

LABOR:

SUPERINTENDENT.	$ 11,400.00
LABORER.	1,005.00
TOTAL LABOR	$ 12,405.00
G.C. FEE 4%.	$ 6,779.33
G.C. INSURANCE (1%).	$ 1,694.83
TOTAL INVOICE	$ 177,957.50

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS CONSTRUCTION, INC.

GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

February 20, 2023 Feb 29, 2024

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2024-01

MATERIALS:

BCM CONSTRUCTION.	$ 50,192.00
BCA INC.	790.00
CITY OF FT. PIERCE.	19.00
EAST COAST LUMBER.	83.71
FEDEX.	38.10
GARDEN LOCK & KEY.	160.50
GRAINGER.	325.57
HOME DEPOT.	368.21
JM VIKING.	1,600.00
PARK'S RENTAL.	889.97
REGAL PAINT.	349.21
STATEWIDE INC.	5,250.00
THOMAS PRINTWORKS.	135.99
TOTAL MATERIAL	$ 60,202.26

LABOR:

SUPERINTENDENT.	$ 13,875.00
TOTAL LABOR	$ 13,875.00
G.C. FEE 4%.	$ 2,963.09
G.C. INSURANCE (1%).	$ 740.77
TOTAL INVOICE	$ 77,781.12

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

February 21, 2024

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2024-01B

MATERIALS: PURCHASE AND DELIVERY

OFFICE TRAILER.		$ 16,000.00
	TOTAL MATERIAL	$ 16,000.00
G.C. FEE		$ N/C
G.C. INSURANCE (1%).		$ N/C
	TOTAL INVOICE	$ 16,000.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 1, 2023

Audubon Development, Inc.
P.O. Box 981
Palm Beach, Florida 33480

RE: KINGS LANDING
INVOICE #2023-01B

PRE-CON FEE.		$ 318,500.00
	TOTAL MATERIAL	$ 318,500.00
	TOTAL INVOICE	$ 318,500.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

CONKLING & LEWIS
CONSTRUCTION, INC.
GENERAL CONTRACTORS
CONSTRUCTION MANAGERS

October 1, 2023

Precon Services

Year 2019	July - December	5 months/22 wks
Year 2020	January - December	12 months/52 wks
Year 2021	January - December	12 months/52 wks
Year 2022	January - December	12 months/52 wks
Year 2023	January - September 19	9 months/42 wks

Greg's average time 4.5hrs/wk @220 wks @ $250.00 per hr.	$247,500.00
Kenny's average time 2.25hrs/wk @218 wks @ $150.00 per hr.	$ 73,500.00
Total	$318,500.00

1241 OKEECHOBEE ROAD, WEST PALM BEACH, FLORIDA 33401 (561) 833-4441 FAX: (561) 833-4520

HARBERT
REALTY SERVICES

MEMORANDUM OF UNDERSTANDING

TO: Dale Matteson – Audubon Development

FROM: Harbert Realty Services, LLC

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: May 9, 2024

This Memorandum of Understanding ("MOU") is an initial summary of a company structure that Harbert Realty Services, LLC. ("HRS") proposes to develop a mixed-use project known as King's Landing in Ft. Pierce, Florida ('Project') with Audubon Development (AD). This MOU will serve as a guide to facilitate associated operative agreements for a Joint Venture structure and an exclusive due diligence period.

1. Joint Venture: To be formed single-asset Delaware limited liability company ("JV") for the development of the project.

2. Purpose: JV will develop and own a Class A, mixed-use project to be known as King's Landing (the "Project") as an investment property. The JV will finance, develop, construct, market, sell/lease residential and commercial spaces and manage the Project.

3. Property: AD owns an approximate 6.8811 acre property located on North 2nd Street in Ft. Pierce, Florida ("Property") and AD shall contribute the property into the JV at a value of $6,100,000 as per below:
   - $4,600,000 allocated to the Project's uses, excluding the Hotel
   - $1,500,000 allocated to the Hotel

4. Project: King's Landing, a Mixed-Use Development in Fort Pierce, FL
   - 106 Condominium Units
   - ±140-Room Tribute Portfolio by Marriott Hotel
   - ±50,000 SF of Retail and Restaurants
   - Land for Future Development
   - 170-Space Structured Parking and 129 Surface Parking Spaces

5. Members: AD and HRS, or their respective affiliates shall be the Members of the JV. The Members ownership percentages shall be memorialized in the JV agreement and are more specifically outlined below. The JV will be a Delaware limited liability company with HRS and AD acting as the company's Co-Managing Members of the JV.

6. Due Diligence:

Prior to the formation of the JV's, HRS shall have ninety (90) days to perform due diligence including further studies and discovery on: the updated City approved project development schedule, the residential condominiums, hotel, retail, and restaurant markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, confirmation of zoning, density, preliminary design cost and state, county and local incentives. HRS acknowledges receipt of the survey, land appraisal, approved initial site plan (to be reviewed for modification), the initial AD project budget and proforma, and initial Hotel incentive package memorialized in the letter dated August 22, 2022 from St. Lucie EDC to Mainsail.

7. Exclusive/No-Shop:

During the Due Diligence period, HRS will have the exclusive right to JV with AD for the development of the Property and AD will not show or discuss the property to other prospects, developers or potential purchasers or partners.

8. Fees:

The JV will compensate Members for their expertise and responsibilities per the JV Operating agreements. These fees will include but not be limited to the Development Fee, Financing/Guaranty Fee, Construction Management Fee, Brokerage and Management Fees. Proposed fees are outlined below and the payment of these fees and other fees will be memorialized in the JV agreement.

9. Capital Structure:

All amounts are approximate. Total development cost per AD is estimated to be approximately as follows:

Condos, Retail & Restaurants, and Parking:

• Land Acquisition Costs:	$6,100,000
• Hard Construction Costs:	93,540,000
• Soft Costs:	15,313,600
• TI and FF&E:	1,100,000
• Financing Costs:	2,000,000
• Interest Reserve:	9,225,000
Total, excluding the Hotel:	$127,278,600

Hotel:	$55,000,000

10. Debt/Equity/Structure:

Condominiums, Retail/Office/Restaurant and Parking

Assumptions:
$127,000,000 Estimated Budget
$ 82,550,000 Leveraged Debt – 65%
$ 44,450,000 Cash, Land – 35%

HRS and AD will be co-general partners (GP) in the above uses, which excludes the Hotel. HRS and AD will serve as co-managing members and HRS will have a GP interest of 55%, and AD will have a GP interest of 45%.

HRS will invest up to $2,444,750 of the GP equity in the form of cash; HRS commits to raise an additional $37,405,525 investor limited partners (LP) funds; AD will invest $2,000,250 GP equity in the form of the land, and $2,599,750 LP equity in the form of land. If the construction loan proceeds differ, the GP and LP cash contributions will be modified accordingly. All cost overruns will be funded pro rata based on percentage of ownership. Credits from city incentives or development credits will adjust the GP and LP cash contributions accordingly.

Decision making within the GP will be shared 55% to HRS and 45% to AD.

a. ***Fees*** - Fees will be memorialized in the JV agreement and are subject to Lender approval.

b. ***Marketing & Sales*** – 4% of the Residential Condominium sales. This fee shall be allocated to AD via its newly formed entity licensed and bonded for this Project.

c. ***Development Fee*** - 5% of total design, engineering and construction cost. This fee shall be allocated 85% to HRS, and 15% to AD.

d. ***Guaranty*** – HRS will be a loan guarantor and be paid a Loan and Completion Guaranty Fee of 0.75% of applicable costs, to be defined in the JV agreement, at loan closing and an annual Debt Guarantee fee of .025% of the loan balance until guarantee is retired or not required.

e. ***Construction Management Fee***: TBD

11. Debt/Equity Structure	Hotel
	a. ***Development Fee*** **– TBD**
	b. ***Pre-Opening and Technical Fees - TBD***
	c. ***FF& E/OS&E Sourcing - TBD***
	d. ***Hotel Management Fees*** **- TBD**
12. Promote:	The mixed-use components of the Project will be a promote structured pro rata to equity until the equity achieves an 8.0% IRR, then GP distributions increase to 30% thereafter. The hotel promote will be determined…
13. Management Responsibilities:	Subject to the members of the JV preparing and agreeing to a roles and responsibilities matrix to be defined in the Operative Agreements.
14. Transfer Provision:	No Member will have the right to transfer all or any portion of its interest in JV without the prior unanimous written consent of the Members, provided however Members will be permitted to transfer their interest to affiliated entities.
15. Admission of Additional Members:	No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.
16. Buy/Sell Provisions:	The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.
17. Confidentiality:	Prior to the finalization of the JV, HRS and AD agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). HRS agrees: (i) to maintain the Confidential Information in strict confidence, using at least the same degree of care that it would use in safeguarding its own confidential and proprietary information of a comparable degree of sensitivity, but in no event less than a reasonable degree to care; (ii) to use the Confidential Information only for the purpose of evaluating the Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only

Property's suitability for HRS's due diligence and formation of the JV with AD; and (iii) to disclose the Confidential Information only to those of its officers, employees and professional advisors who have a need to know such Confidential Information in connection with the Purpose.

18. Operative Agreements:

a. *Operating Agreement*: The Members will enter into an Operating Agreement based on the foregoing terms and additional terms agreeable to both Members.

b. *Development Agreements*: JV will enter into Development Agreements with Members.

c. *Management Agreements:* The Company will enter into property management and hotel agreements with Members and for the operation of the day-to-day activities of the Project.

d. *Leasing Agreement:* The Company will enter into a leasing agreement with Members to market, and lease retail and restaurant tenants in the Project.

e. *Sales Agreement*: The Company will enter into a marketing and sales agreement to market and sell the Residential Condominiums.

f. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS to provide a guaranty on the construction loans.

This MOU contains the general understanding of the parties and is not a legally binding agreement. All legally binding obligations between the parties shall arise only upon the execution of Operating and Development Agreements with the exception of Sections 5, 6 and 7 of the MOU, which shall be binding on both parties. Notwithstanding, both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

By: DAVID MATTESON

Name:

Its: PRESIDENT & CEO

Date: 5.9.24

Harbert Realty Services. LLC:

By:

Name: WILLIAM E WARE

Its: VP OF DEVELOPMENT

Date: 5.9.24

HARBERT
REALTY SERVICES

2 North 20th Street
Suite 1700
Birmingham, AL 35203
205.323.2020
www.harbertrealty.com

June 10, 2024

Mayor Linda Hudson
City Commission
City of Fort Pierce
100 N U.S. Highway 1
Fort Pierce, FL 34950

Re: Kings Landing / Lead Developer

Dear Mayor Hudson and Members of the City Commission

This letter is written to express support by Harbert Realty Services of the King's Landing project, and interest and intent to be the lead developer and arrange funding for its development. We continue to be in substantial discussion with Dale Matteson, President of Audubon Development, Inc., and look forward to being one of the funding partners in this project which entails a first-class Marriott Hotel under the Tribute Brand, commercial, retail and restaurant venues, and associated residential villas.

We previously authorized Mr. Matteson to share a Memorandum of Understanding which outlines our proposed partnership, and funding responsibilities. As Audubon and Harbert move forward with a Mariott approved franchisee, the full scope of that financing will be documented. Harbert also continues to work with Mr. Matteson on modeling all other aspects of this project. In summary, Harbert relishes the opportunity to build a long-term relationship with the City of Ft. Pierce and its communities, the Marriott Corporation and its franchisee, and Mr. Matteson.

I regret that I cannot attend your June 11 meeting in person. To be clear, however, please let this letter serve as confirmation of Harbert's intentions as expressed herein and in the MOU, and demonstration of our desire to continue our efforts.

I would be happy to consult with the City Planning staff in due course and plan to attend future meetings of the Commission to provide updates related to the project.

In the interim, please advise of any questions.

Sincerely,

William E. (Bill) Ware, Development Vice President
Harbert Realty Services

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

Meeting Date: 06/17/2024

Re: Notice to Terminate the Lease Agreement with Lincoln Park Young Professionals

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

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SUBJECT:

Approve Notice to terminate Agreement dated October 27, 2020 to Lease and Improve the 1134 and 1138 Avenue D with Lincoln Park Young Professionals in accordance with Section 16(a) of the lease agreement.

SUMMARY:

At the May 20, 2024 meeting, the City Commission voted to authorize termination of the agreement with the Lincoln Park Young Professionals to Lease and Improve 1134 and 1138 Avenue D.

Since the FPRA is a dependent special district of the City of Fort Pierce, the Board approved the Notice to Terminate at its June 11, 2024 meeting.

Background:

On October 27, 2020, the Fort Pierce Redevelopment Agency entered into an agreement with the Lincoln Park Young Professionals to lease and improve 1134 and 1138 Avenue D. The initial term of the lease was set for five (5) years, beginning on the effective date, with an option to extend an additional five (5) years. This agreement included four deadlines for the tenant, three of which were required to be met within a year of the effective date of the lease agreement. The first deliverable was completed April 30, 2022, the second deliverable was completed July 7, 2022, and work on the third deliverable to install landscaping, lighting, fencing, seating, and parking has not begun. The fourth deliverable was dependent on the completion of the other deliverables and involved providing project status reports and various stages of construction. On April 29, 2024, staff met with Lincoln Park Young Professionals for a project update. During this meeting, the members of the organization provided a verbal notification of their decision to terminate the lease agreement with the FPRA Board.

At the May 14, 2024 FPRA meeting, the Board voted to authorize termination of the agreement with the Lincoln Park Young Professionals to Lease and Improve 1134 and 1138 Avenue D.

RECOMMENDATION:

Approve.

ALTERNATIVES:

Staff will proceed as directed by the FPRA Board.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

Nicholas C. Mimms, P.E., ICMA-CM, City Manage
City Attorney's Office

Fiscal Impact

Budgeted Y/N: N/A
Fiscal Year: N/A
Account: N/A
Amount: $10
OTHER INFORMATION:
Annual rent of $10.

Attachments

City Attorney Approval Memo
Notice to Terminate

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/12/2024 04:03 PM
City Manager	Nick Mimms	06/12/2024 04:03 PM

Form Started By: Audria Moore
Started On: 06/11/2024 03:48 PM
Final Approval Date: 06/12/2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR
FROM:	SARA HEDGES, CITY ATTORNEY SH
RE:	NOTICE TO TERMINATE THE LEASE AGREEMENT WITH LINCOLN PARK YOUNG PROFESSIONALS
CAO RLS FILE:	RLS 24-232
DATE:	JUNE 7, 2024

I have reviewed the above Request for Legal Services (RLS). I have drafted the letter requested. There are highlighted blanks where you will need to fill in prior to signature by the Mayor/FPRA Chair. As a reminder, the letter must be sent certified mail, return receipt requested.

Please note, I gave the Tenant five (5) calendar days to vacate the property. If you do not agree with this, let me know. I do not know the condition of the property. If there are concerns with the current condition of the property as it is being returned, 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

June 17, 2024

Lashonda Henderson
Vice President
Lincoln Park Professionals
Post Office Box 3982
Fort Pierce, FL

RE: Notice of Termination of Lease

Via Registered Mail

Dear Ms. Henderson:

This letter serves a written notice of termination pursuant to the Agreement to Lease and Improve 1134 Avenue D and 1138 Avenue D ("Lease") between the Fort Pierce Redevelopment Agency, a dependent special district of the City of Fort Pierce, Florida ("FPRA"), joined by the City of Fort Pierce, a Florida municipal corporation ("City"), (hereafter collectively "Landlord") and Rooted in Change, Incorporated, Doing Business as Lincoln Park Young Professionals ("Tenant"), dated October 27, 2020.

On April 29, 2024, Landlord's staff met with Tenant and was informed of Tenant's decision to terminate the Lease. On April 2, 2024, an email was sent to the Landlord indicating Tenant's intent to "end the progress of the project" and "dissolve this project."

On May 14, 2024 the FPRA Board met and voted to terminate this Lease due to Tenant's violation, default, and breach of Paragraph 16(a) of the Lease.

On May 20, 2024, the City Commission met and voted to terminate this Lease due to Tenant's violation, default, and breach of Paragraph 16(a) of this Lease.

Termination of this Lease will be effective **immediately** ("Termination Date"). The Landlord will allow Tenant **five (5) calendar days** from the Termination Date to vacate the Demised Premise, whereafter the Landlord shall retake possession of the Demised Premises.

Tenant shall comply with all terms of the Lease, to include, but not limited to:

1. "Title to any building, structure, or other improvements (other than movable trade fixtures)… constructed, installed, or placed upon the Land [are] vested in Landlord upon the termination of this Lease." Tenant has "no right to remove such fixed and permanent improvements and any fixed appliances, apparatus, or equipment related to the improvements, including all replacements, accessories and modifications thereof from the Demised Premises."

2. "All alterations and fixtures (other than movable trade fixtures)… made or installed upon the Demised Premises… [are] the property of Landlord upon installation and shall remain upon and be surrendered with the Demised Premises at the termination of the Lease

unless Landlord requests their removal, in which event Tenant shall remove the same and restore the Demised Premises to the original condition at Tenant's expense." The Landlord hereby informs Tenant all alterations and fixtures made or installed are to be removed by Tenant and Tenant shall restore the Demised Premises to the original condition at the Tenant's expense.

Please feel free to contact Nicholas Mimms, City Manager, at 772-465-4170 if you have comments or inquiries on this matter.

Sincerely,

Linda Hudson,
Mayor of the City of Fort Pierce
Chair of the Fort Pierce Redevelopment Agency

cc: Nicholas C. Mimms, City Manager and FPRA Director
Linda Cox, City Clerk
Sara Hedges, City Attorney
Audria Moore, Special Projects Coordinator

City Commission Regular Meeting - 5:05 pm **12. a.**

Meeting Date: 06/17/2024

Re: Text Amendment to the Code of Ordinances - 125-212 PD Code

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SUBJECT:

Legislative Hearing - Ordinance 24-015: Amending the Code of Ordinances of the City of Fort Pierce Chapter 125 - Zoning, Article IV - Basic Zoning Districts, Section 125-212 Planned Development Zone (PD) and deleting existing Section 125-213 CHAPTER 125-213 - Planned Unit Redevelopment Zone (PUR). SECOND READING

SUMMARY:

Section 125-212 – Planned Development Zone, is proposed to be amended and revised in order to establish definitions, standards, submittal requirements and processes in respect of Master Planned Development (MPD) and Final Planned Development (FPD) zoning applications. In order to encourage imaginative and flexible redevelopment within the Fort Pierce Redevelopment Area (FPRA), the option to apply for a Planned Development rezoning is restricted to a minimum of five (5) acres in size for properties located outside the boundary of the FPRA.

RECOMMENDATION:

Staff recommend APPROVAL of the amendment to Sec. 125-213.

ALTERNATIVES:

Recommend approval with modification.

or

Recommend disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Planning Board (April 8th, 2024)
Technical Review Committee (March 21st, 2024).
City Attorney.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report
Ordinance 24-015
Legal Memo
Public Notification Certification
Proof of Publication

Form Review

Form Started By: Linda Cox Started On: 05/07/2024 10:01 AM
Final Approval Date: 06/04/2024

CITY OF FORT PIERCE

CITY COMMISSION

MAY 6th, 2024

TEXT AMENDMENT
PLANNED DEVELOPMENT
Sec.(s) 125-212 and 125-213

1

SUMMARY

Approval of text amendments to City Code Sec. 125-212 and 125-213.

BACKGROUND

The proposed amendment seeks to set out standards for a flexible Planned Development application, review, and approval process.
The current Code at Sections Sec. 125-212. - Planned Development Zone (PD) and Sec. 125-213. - Planned Unit Redevelopment Zone (PUR) set out alternative processes for Planned Unit Development. The existing differentials in required application submittal documents and definitions of such are causing confusion. In addition, the submittal requirements do not take the cost of development plan preparation and the process of development planning fully into account.

2

SUMMARY

Approval of text amendments to City Code Sec. 125-212 and 125-213.

BACKGROUND

It is proposed to eliminate in entirety Sec. 125-213. - Planned Unit Redevelopment Zone (PUR) from the Code of Ordinances and incorporate elements of the deleted section into an amended Sec. 125-212. - Planned Development Zone (PD) code. The deleted elements include the potential to apply for a 'Concept Plan Phase' and a 'Preliminary Redevelopment Plan Phase' ahead of a 'Final Redevelopment Plan Phase'

3

PROPOSED AMENDMENTS

Sections 125-212 and 125-213 of the City Code of Ordinances

- Amend Sec. 125-212. - Planned Development Zone (PD) to incorporate a **Master PD** and **Final PD** process.
- Delete Sec. 125-213. - Planned Unit Redevelopment Zone (PUR).
- Add table of required submittal documents and definitions of such.

4

REQUIRED PD ZONING APPLICATION PLANS AND DOCUMENTS	*MASTER PD (MPD)*	*FINAL PD (FPD)*
PREVIOUSLY APPROVED SITE PLAN(S)	X	X
PD SITE PLAN(S)	X	X
PD PHASING PLAN	(X)	X
ARCHITECTURAL DRAWINGS		X
FLOOR PLANS		X
LIGHTING PLANS		X
BOUNDARY SURVEY	X	X
TOPOGRAPHIC SURVEY	X	X
CONSTRUCTION PLANS		X
LANDSCAPE PLANS		X
TREE SURVEY		X
TREE MITIGATION PLAN		X
PROJECT NARRATIVE	X	X

X=Required, (X)= Draft, O=If required

5

REQUIRED PD ZONING APPLICATION PLANS AND DOCUMENTS	*MASTER PD (MPD)*	*FINAL PD (FPD)*
RECORDED DEED	X	X
LEGAL DESCRIPTION	X	X
STATEMENT OF PD BENEFITS	(X)	X
SITE LOCATION MAP	X	X
FINAL STORMWATER REPORT		X
MASTER STORMWATER REPORT	X	
STORMWATER MAINTENANCE		X
TRAFFIC IMPACT ANALYSIS	X	X
ENVIRONMENTAL ASSESSMENT	X	X
PRESERVE AREA MANAGEMENT PLAN		O
UTILITIES WATER & WASTEWATER SERVICE	X	X
PD ZONING DEVELOPMENT AGREEMENT	(X)	X
FINAL PLAT		O

X=Required, (X)= Draft, O=If required

6

RECOMMENDATION

Staff recommend that the proposed amendments are APPROVED by the City Commission.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.
or
2. Recommend Disapproval.

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **AMENDMENT TO THE CITY'S CODE OF ORDINANCES – PLANNED DEVELOPMENT**

REVIEWER: **KEV FREEMAN, PLANNING DIRECTOR**

MEETING DATE: **APRIL 8TH 2024 – PLANNING BOARD**

STAFF REPORT

Requested Action: Consider an amendment to Sec. 125-212. Planned Development Zone (PD).

Location: Citywide.

Comprehensive Plan

1.2 *Objective:*

The City shall use innovative Land Development Regulations to encourage flexibility in development to support compact, mixed-uses compatible with the local context and character. These regulations shall include transit-oriented development, transfer of development rights, density bonuses, planned unit developments and other mixed land use development provisions, where appropriate.

Proposed Amendment:

The proposed amendment seeks to set out standards for a flexible Planned Development application, review, and approval process.

The current Code at Sections Sec. 125-212. - Planned Development Zone (PD) and Sec. 125-213. - Planned Unit Redevelopment Zone (PUR) set out alternative processes for Planned Unit Development. The existing differentials in required application submittal documents and definitions of such are causing confusion. In addition, the submittal requirements do not take the cost of development plan preparation and the process of development planning fully into account.

It is therefore proposed to eliminate in entirety Sec. 125-213. - Planned Unit Redevelopment Zone (PUR) from the Code of Ordinances and incorporate elements of the deleted section into an amended Sec. 125-212. - Planned Development Zone (PD) code. The deleted elements include the potential to apply for a "Concept Plan Phase' and a 'Preliminary Redevelopment Plan Phase' ahead of a 'Final Redevelopment Plan Phase'.

The revised code establishes a 'Master Planned Development (MPD) and 'Final Planned Development' (FPD). The revision also sets out the minimum required documents for processing an MPD application and FPD application. The process for submittal and review of a MPD allows certain documents to be in conceptual form which permits property owners/applicants to propose a general plan of development without the necessity of producing final site plan and calculations to almost construction ready detail.

Upon approval of an MPD, or if the applicant chooses to move directly to, an FPD. The FPD requires certain plans and calculations to be submitted and approved which encompass the required detail to sufficiently regulate a site plan.

The availability of the Planned Development process is proposed to be restricted to properties greater than 5 acres unless the subject property is located within the defined Fort Pierce Redevelopment Area (FPRA).

(1) **Table (c)(1) *Required Planned Development plans and documents.***

REQUIRED PD ZONING APPLICATION PLANS AND DOCUMENTS	***MASTER PD (MPD)***	***FINAL PD (FPD)***
PREVIOUSLY APPROVED SITE PLAN(S)	*X*	*X*
PD SITE PLAN(S)	*X*	*X*
PD PHASING PLAN	*(X)*	*X*
ARCHITECTURAL DRAWINGS		*X*
FLOOR PLANS		*X*
LIGHTING PLANS		*X*
BOUNDARY SURVEY	*X*	*X*
TOPOGRAPHIC SURVEY	*X*	*X*
CONSTRUCTION PLANS		*X*
LANDSCAPE PLANS		*X*
TREE SURVEY		*X*
TREE MITIGATION PLAN		*X*
PROJECT NARRATIVE	*X*	*X*
RECORDED DEED	*X*	*X*
LEGAL DESCRIPTION	*X*	*X*
STATEMENT OF PD BENEFITS	*(X)*	*X*
SITE LOCATION MAP	*X*	*X*
FINAL STORMWATER REPORT		*X*
MASTER STORMWATER REPORT	*X*	
STORMWATER MAINTENANCE		*X*
TRAFFIC IMPACT ANALYSIS	*X*	*X*
ENVIRONMENTAL ASSESSMENT	*X*	*X*
PRESERVE AREA MANAGEMENT PLAN		*O*
UTILITIES WATER & WASTEWATER SERVICE	*X*	*X*
PD ZONING DEVELOPMENT AGREEMENT	*(X)*	*X*
FINAL PLAT		*O*

X=Required, (X)= Draft, O=If required

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. Suggested amendments have been incorporated.

Planning Board

The proposed amendments were presented to the Planning Board at their April 8th, 2024, meeting. The Board recommended that the amended code be forwarded to the City Commission with a recommendation of approval.

Staff Recommendation

Staff recommend that the proposed amendment is APPROVED by the City Commission.

Alternative Recommendation(s)

Approve with amendments.

Or

Disapprove.

ORDINANCE NO. 24-015

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, INSERTING AN AMENDED AND REVISED SECTION OF CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–212 – PLANNED DEVELOPMENT ZONE (PD); DELETING EXISTING SECTION AT CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–213 – PLANNED UNIT REDEVELOPMENT ZONE (PUR); PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 125-212 – Planned Development Zone, is amended and revised to establish definitions, standards, submittal requirements and processes in respect of Master Planned Development and Final Planned Development zoning applications; and

WHEREAS, the option to apply for a Planned Development Zone is restricted to a minimum of five (5) acres in size for properties located outside the boundary of the Fort Pierce Redevelopment Area; and

WHEREAS, in order to encourage imaginative and flexible redevelopment the option to apply for a Planned Development Zone is allowed for properties located within the boundary of the Fort Pierce Redevelopment Area; and

WHEREAS, Section 125-213 – Planned Redevelopment Zone, is deleted in order to remove a duplicative and confusing processes; 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 April 8th, 2024, meeting, voted 7 to 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 125, Article IV – Basic Zoning Districts, Section 125-212 – Planned Development Zone (PD) is hereby amended, so the same shall read as follows:

Sec. 125-212. Planned Development Zone (PD).

~~(a) *Purpose*. The PD District is intended to provide a process for the evaluation of individually planned developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is to be a voluntary process commenced by an applicant for such zoning designation. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of~~

uses and structures, while at the same time granting the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety and general welfare. In so doing, the PD district is designed to:

(1) Provide for the planning, review and approval of one or a combination of residential, commercial, public and industrial land uses not otherwise allowed under general zoning districts.
(2) Encourage structures which result in an organized, compatible development within and with surrounding land uses in density and intensity of use.
(3) Allow flexibility through a more efficient arrangement of structures, utilities, on-site circulation, and ingress and egress than is permitted under conventional zoning and subdivision regulations.
(4) Encourage the preservation of environmental assets and natural amenities as scenic and functional open-space areas.
(5) Encourage usable open space by permitting a more concentrated building area than is allowed under conventional zoning and subdivision regulations.
(6) Encourage innovative site planning and land development concepts in order to create an aesthetically pleasing and functionally desirable living environment while preserving onsite natural elements and cultural resources.
(7) Promote flexibility and efficiency in site design for more desirable living and working environments.
(8) Promote development that is adapted to natural features, including wetlands, trees and other vegetation and habitat, and which avoids the disruption of natural drainage patterns.
(9) Permit site specific requirements based on the unique characteristics of the individual site.
(10) Permit site specific limitations where necessary to protect public health, safety, or welfare, or for the protection or preservation of lands either internal or external to the planned development.
(11) The terms Planned Development (PD) and Planned Unit Development (PUD) are deemed synonymous and may be used interchangeably throughout this Code of Ordinances.

(b) *General standards for approval.* The Planned Development (PD) district is designed to allow an applicant to submit a proposal for consideration, for any use or any mixture of uses, The approval of planned development rezoning rests with the city commission. However, no rezoning or development plan may be approved unless the following conditions are met:

(1) *Comprehensive plan consistency.* Any residential, commercial, industrial, or public land uses and structures are permitted in this district, provided the proposed development is shown to be consistent with the goals, objectives and policies of the comprehensive plan, and consistent with the future land use element, and the standards and criteria contained in the following sections, unless a corresponding amendment to the comprehensive plan is also adopted.

a. *Density.* In no event shall the density granted exceed the maximum gross density permitted under the underlying land use in the comprehensive plan.

(2) *Perimeter setbacks.* Setbacks at the perimeter of the development shall be equal to those of the abutting zoning district, except where city commission finds that alternate perimeter setbacks would be appropriate. Conditions under which alternate perimeter setbacks may be considered include, but are not limited to, the following:

a. Property in the abutting zoning district is located across a major roadway from the PD, and therefore, a reduced setback would have little or no impact on the character of the adjacent property.
b. The minimum PD perimeter setback required by this section cannot be achieved due to an exceptional narrowness, shallowness, shape, topographic condition or physical or environmental feature uniquely affecting the subject property.
c. The perimeter setback may be reduced from the required distance by providing a landscape strip in lieu of the perimeter setback, except where driveways are located, meeting these requirements:
1. The strip shall be no less than five feet wide and include at least one tree for every 200 square feet of required landscaped strip and contain a hedge of landscape material which shall be installed and maintained so as to form a 48-inch or higher, continuous, unbroken, solid, visual screen within one-year (maximum) after installation, except in clear vision areas required in section 125-308. The remainder of the required landscaped strip shall be completely covered with groundcover or grass.
2. A wall, berm, or other durable, non-wood privacy fence may be included as part of the landscape strip, but not replace it.
d. The perimeter setback may be reduced from the required distance by no more than one half if the abutting property is similar in use, and intensity or density.

(3) *Open space.* 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) *Applicability to other code of ordinances not in conflict herein.* All building code, housing code, and other land use regulations of the city not directly in conflict herewith are applicable to the PD district.

(5) *Easements.* Easements necessary for the orderly extension and maintenance of public utilities and/or other special needs may be required as a condition of approval.

(6) *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.

(7) *Other standards.* All planned developments will comply with regulations affecting signs referred to in section 125-310 and applicable portions of the city's regulations governing subdivisions except that in case of conflict.

(8) *Additional requirements.* The city commission may also establish additional requirements which it considers necessary to ensure that a planned development conforms to the intent of this section.

(9) *Variances are not necessary.* The specific development standards of the PD district are contained in the approved development plan for each

planned development which normally takes into account those matters which might otherwise be the subject of variance review by the board of adjustment.

(c) *Application requirements.* When an application is submitted to rezone property to a PD zoning district, the following items will be submitted in addition to other information submitted in accordance with section 125-132, the city's subdivision regulations or other city laws:

(1) *Written documents.*

a. *Project narrative; a statement describing the planned development.* This statement should include a description of the character of the proposed development as it relates to the development objectives of the city and the city's comprehensive plan as well as the applicant's intentions with regard to the future selling or leasing of all or portions of the planned development, such as land areas and dwelling units.

b. *Unified control and property ownership.* All land intended to be included in the planned development shall be under the legal control of the applicant, whether that applicant be an individual, partnership or corporation or group of individuals, partnerships and/or corporations. Material which presents firm evidence of ownership may include a copy of the recorded deed, a title policy or an opinion of title. If necessary, material which presents firm evidence of unified control, such as unity of title, on a form approved by the city, shall be submitted with the application.

c. *Phasing.* 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.

d. *Quantitative data for the following.* 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 (including a separate figure for commercial and industrial acreage).

e. A list of any exceptions from the standard zoning ordinance and land development code for any features of the proposed development plan.

f. 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.

(2) *Site plan.* A site plan with the following information must be submitted:

a. The existing site conditions, shorelines, flood plains, unique natural features and forest cover.

b. A landscape and irrigation plan per section 125-314.

c. Proposed lot lines and other divisions of land for management, use or allocation purposes.

d. The location, size and height of present and proposed buildings and structures.

e. 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.

f. The existing and proposed vehicular circulation system, including off-street parking and loading areas.

g. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.

h. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

i. Information on land areas adjacent to the proposed planned development, including land uses, zoning classifications, densities, circulation systems, public facilities and unique natural features of the landscape.

j. 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.

k. The location of existing wetlands, proposed preservation and conservation areas.

l. A statement describing any endangered or threatened species that may be located on the site and potential environmental impacts on flora and fauna.

(d) *Planned development review procedures.*

(1) *Pre-application conference.* The pre-application conference is an informal discussion between the applicant and the staff of any department that will be involved with the technical review of the proposed planned development. The applicant is encouraged to provide the following information related to the proposed development at the meeting.

a. Consistency with the adopted comprehensive plan.

b. Adequacy of utilities and other public facilities to serve the proposed development.

c. Relationship with the surrounding neighborhood.

d. Compliance concerns.

(2) *Site development plan.* Will include all information specified in this section. The procedure for reviewing the development plan is the procedure set forth in section 125-133, amendment procedures, and section 125-313, site plan review. If the proposed planned development also involves the subdividing of land which is regulated by the city, the preliminary plat should be reviewed concurrently with the development plan as specified in chapter 121. Approval of a development plan or approval of the plan with conditions shall occur concurrently with a change in zoning for the property.

(e) *Adherence to approved development plan.* Building permits for construction shall be issued only if consistent with an approved development plan. No building permit or certificate of occupancy shall be issued for a planned development except in conformity with all provisions of the approved final plan, as amended. All buildings and improvements in a particular phase need not be complete before the issuance of a certificate of occupancy for a completed building in that phase unless otherwise required by the final plan as approved.

(f) *Modification of an approved PD site plans.* Changes to approved PD site plans are either major modifications or minor modifications. A major modification shall require the approval of the city commission, while a minor modification may be done administratively by the planning director (or designee).

(1) *Modification review criteria.* Generally, additions, deletions, changes in the use, density, sequence of development or other specifications of an approved PD plan are to be viewed as a major modification. Once a determination has been made that a proposed modification constitutes a major modification, the applicant shall follow the same procedure as a new planned development request. An application for a major modification shall be filed in the planning department. Applications for a major modification of PD plans may require an updated, revised PD site development plan or portions thereof indicating the effect of the proposed change, a narrative

description of the modification and reasons such a change is necessary, and additional information as required by the planning director (or designee) to adequately review the proposed modification. The following alterations shall be considered a major modification, and reapplication as a new development plan will be required:

a. Increase or decrease in intensity of use. A change of five percent or more of usable floor area, or a change of five percent or more in the number of dwelling units, or a change of five percent or more of outside land area devoted to sales, displays, or demonstrations. In no case shall the intensity or density be increased over the maximum allowed by the future land use element of the comprehensive plan.
b. Any change in the location of the parking area, or a change of ten percent or more in the number of spaces approved.
c. Structural alterations significantly affecting the basic size and form of the building as shown on the approved plan including increase in building height of more than one story or 12 feet.
d. Any reduction in the amount of open space by five percent or more, or a substantial change in the location or characteristics of open space uses.
e. Substantial changes in location or type of pedestrian or vehicular accesses or circulation.
f. Any change which would increase traffic generation by more than ten percent.
g. Any change in land use or an increase in density within 500 feet of the PD boundaries, or within 200 feet of any part of the planned development which has been constructed or sold to an owner or owners different from the applicant requesting the change.
h. Any deviation exceeding 12 inches from the setbacks, area, or dimensional standards approved as part of the site development plan.
i. A change to the buffering material that negatively impacts the surrounding neighborhood.
j. Any change in the design and/or location of the stormwater facility that negatively impacts the surrounding neighborhood.
k. Any addition or reduction to the area of a planned development.
l. Changes proposed to three or more of the criteria that do not meet the threshold individually to be considered a major modification.
m. Any change in a condition specifically required by the city commissioners as part of the planned development approval.

(2) *Minor modification.* Any modification to an approved PD plan which does not constitute a major modification shall be considered a minor modification. Generally, minor variations, extensions, alterations or modifications of proposed uses, buildings/structures or other improvements which are consistent with the purpose and intent of the approved PD plan are considered minor modifications. Upon determination that the proposed modification is a minor modification, the planning director (or designee) shall render a decision to the applicant within 15 working days after submission of a completed modification application. Applications for a modification shall include an updated, revised PD site development plan indicating the effect of the proposed change and a narrative description of the modification and the reasons why such a change is necessary.

(3) Prior to build-out of 50 percent of the land in a planned development, the property owner shall have the right to initiate any amendments to any developed or undeveloped portions of the planned development. After 50 percent or more of the land in the planned development has been built-out, the property owner may initiate any amendments to undeveloped portions of the planned development; however, amendments to developed portions of the planned development may only be initiated by:

a. The property owner, for an amendment to the planned development which is not applicable to all developed portions of the planned development;

~~b. Petition by the owners of more than 50 percent of the developed property in the PD district for an amendment to the planned development applicable to all of the developed portions of the planned development; or~~

~~c. City commission, where necessary to preserve the health, safety and welfare of the property owners in the planned development.~~

~~(g) *Status of previously approved PUD (Planned Unit Development zone) plans.* Any active or completed planned development project approved prior to the adoption of this section shall continue to be governed by the approved PUD plan and any agreements, terms and conditions to which the approval may be subject, as long as the project continues to be actively under development. Any time limitations to which the approved PUD plan may be subject shall also continue to apply. However, whenever any application is made to substantially modify (see major modification), the approved PUD plan or to undertake a new development on part or all of the property, the application shall be made under the terms and procedures of the PD district.~~

~~(h) *Expiration of an approved PD plan.* Any planned development approval for a project which has failed to commence by securing a building permit for a vertical improvement in accordance with the approved PD plans within two years of final approval of the planned development, shall be considered expired. However, if the property owner obtains a building permit for a vertical improvement in accordance with the approved PD plans within two years after final approval of the planned development, the property owner's development rights under the PD approval shall be deemed vested and shall not expire. Extensions to the expiration date of the PD approval may be granted by the city commission in two-year increments. Any request for an extension to the expiration date of the PD approval must be submitted in writing to the planning director for review no later than the expiration date of the PD approval.~~

~~If the PD expires, the land will retain the PD zoning designation; however, the site development plan approved with the PD rezoning will be null and void. Either the previously approved or a new site development plan can be used to re-apply.~~

(a) *Purpose.* The Planned Development (PD) Zone District is to provide a process for the evaluation of developments which are not otherwise permitted in the zoning districts established by this chapter. The PD District is a voluntary process commenced by an applicant for such zoning designation. The intent is to establish a resilient living and working environment through the application of enlightened and imaginative approaches to community planning, stormwater infrastructure and property design. A PD should provide a variety of natural features and scenic areas, efficient and economical land use, improved amenities, orderly and economic development, and the protection of adjacent existing and future development. Therefore, the PD alternative may allow uses and design concepts which are not specifically allowed in standard zoning districts. To the extent that any provisions of this section conflict with any other provisions of this Code, the provisions of this section shall prevail.

(b) Definitions:

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Architectural Drawing means building elevations depicting color, height and architectural elements drawn and submitted by a licensed architect demonstrating the design concept of the project.

Boundary Survey means a boundary survey of the entire site including the legal description, parcel control number(s) and acreage, with a date of last field work within 180 days of the date of application. The boundary survey must be an original, signed and sealed by a licensed Florida Professional Surveyor and Mapper and must reference the current title commitment, list all easements and encumbrances of record, and show all those easements and encumbrances that affect the property and are plottable.

Compatibility means a condition in which land uses or conditions can coexist in relative proximity to each other in a stable fashion over time such that no use or condition is unduly negatively impacted directly or indirectly by another use or condition.

Construction Plans means land clearing and erosion control plans, the original signed and sealed by a licensed Florida professional engineer and if practicing through a duly authorized engineering business, the name, address, and certification of authorization number of the engineering business.

Environmental Assessment means a full assessment of native upland habitats, delineated wetlands, and listed species on property, the assessment shall include existing permits and note permits required.

Final PD (FPD) means approval of a Final PD shall authorize the applicant to submit Lot Site Plans or building permit applications in accordance with the terms and conditions of the approval. Permission to initiate construction of site improvements shall not be granted or building permits issued until all required documents are executed and all applicable conditions of approval satisfied.

Final Stormwater Report means a report prepared by a licensed Florida professional engineer, the report originally signed and sealed, will calculate the pre-development and post-development stormwater runoff discharge rate and provide calculations on how the water quality is to be treated (i.e. swales, exfiltration trenches, dry retention, wet detention, bioswales, etc.).

Floor Plans means a separate plan for each floor within the proposed structures including the identification of the proposed use(s) and the area of the proposed use(s). Include square footage of each typical residential unit.

Landscape Plans means plans prepared by a licensed landscape architect, the plans shall detail the size, species and locations of existing and proposed trees, shrubs and groundcovers, proposed tree mitigation, and tree replacement schedule, if required.

Legal Description means the full legal description including parcel control number(s) and total acreage.

Lighting Plans means a plan with photometric, light pole and fixture details to show compliance with the city's lighting requirements.

Master PD (MPD) means a preliminary planned development approval document. Approval of a Master PD shall authorize the applicant to submit the associated Final PD in accordance with the terms and conditions of the Master PD, including the timetable of development and phasing. Issuance of a development order for a Master PD shall not constitute approval to build or construct any improvements and is not the final approval necessary for construction of the development.

Master Stormwater Report means a report prepared by a licensed Florida professional engineer, the report originally signed and sealed, will discuss high-level calculations of the pre-development and post-development stormwater runoff discharge rate and provide a discussion on how the water quality is conceptually proposed to be treated (i.e. swales, exfiltration trenches, dry retention, wet detention, bioswales, etc.).

PD Site Plan means the proposed Master PD site plan or Final PD site plan including consistent data tables and detail sheets. The site plan should identify unit numbers and types, use areas, and access points. The Master PD site plan is not required to identify individual lots until submittal of a Final PD site plan, and shall detail at minimum, open space coverage, general areas of wetlands, preserve areas, general uses proposed, maximum commercial floorspace and range of residential density.

PD Phasing Plan means a clear depiction of the area and timing of distinct phases with descriptions of included infrastructure, landscaping, stormwater, and preservation areas to be included within each phase and confirmation that all elements will be functional.

PD Zoning Agreement means is an agreement between the city and the applicant that includes the methods and mechanisms of development of the PD.

Preserve Area Management Plan means a plan required if the environmental assessment identifies wetlands or native habitats that are required to be preserved on site. The Preserve Area Management Plan shall describe how the wetlands and native habitats are to be monitored and maintained.

Project Narrative means a summary including the history of the property and project, description, and justification of type of development being proposed, the

location and size of the subject property, current zoning and future land use, request for zoning and future land use, preserve and landscape areas, square footage nonresidential), number of residential units, and proposed density. If the application is for an amendment, the project narrative outlines the changes being requested.

Proposed Water Sources means proposed utilities and the available capacity, and irrigation water sources including any proposed use of wells.

Recorded Deed means a copy of the recorded deed(s) for the subject property.

Site Location Map means a map that shall, using a clear site boundary, include all adjacent and internal roadways, surrounding properties, existing and proposed zoning, and future land use designations.

Statement of PD Benefits means a statement, which shall be included within the project narrative, of proposed public benefits, to include a comparative analysis of developer benefits gained by the PD designation.

Stormwater Operation and Maintenance means a narrative of how the proposed stormwater system will be maintained and operated.

Timetable for development means a good faith breakdown of the stages of development of a PD which identifies the, order, start date, and completion date of each phase and the date of final buildout.

Traffic Impact Analysis means an analysis or statement originally signed and sealed by a licensed Florida professional engineer. Development projects shall be categorized as either exempt, de minimis, or with significant impacts.

Tree Mitigation Plan means a narrative and/or plan setting out the replanting scheme, types and species of trees and maintenance of the replanted trees and tree mitigation calculation if required.

Tree Survey means a Boundary/Topographic survey that identifies any hardwood native tree having a diameter of fourteen (14) inches DBH or greater and any palms which have a minimum clear trunk of ten (10) feet, tree species, DBH, horizontal location, tree identifier (number).

Topographic Survey means a survey of the project site that extends a minimum of 200 feet outside the proposed limits of construction (or until a discernible drainage basin boundary is reached). The topography must be collected at an interval adequate to generate one-foot contours. The date of the field survey must be within 180 days of the date of this application; the survey must be originally signed and sealed by a licensed Florida professional surveyor and mapper.

Utilities and Wastewater Service means confirmation of water and wastewater service.

(c) *General standards for approval.* The Planned Development (PD) district is designed to allow an applicant to submit a proposal for consideration for any use or any mixture of uses on property not less than five (5) acres in area or on property located within the Fort Pierce Redevelopment Area (FPRA). The approval of planned development rezoning rests with the city commission. However, no rezoning or PD may be approved unless the following standards are met:

(1) *Comprehensive plan consistency.* The proposed development shall be shown to be consistent with the goals, objectives, and policies of the comprehensive plan, and consistent with the future land use element, and the standards and criteria contained in the following sections, unless a corresponding amendment to the comprehensive plan is also adopted.

(2) *Density.* In no event shall the density granted exceed the maximum gross density of the underlying Future Land Use and, if utilized, the allowable density bonuses permitted within the comprehensive plan.

(3) *Perimeter setbacks.* Setbacks at the perimeter of the development shall be determined by the city commission, consistent, compatible, and in character with adjoining properties and existing or approved development. The city commission will determine perimeter setbacks based upon the following factors:

a. Property in the abutting zoning district is located across a major roadway from the PD, and therefore, a reduced setback would have little or no impact on the character of the adjacent property.

b. The minimum PD perimeter setback required by this section cannot be achieved due to exceptional narrowness, shallowness, shape, topographic condition or physical or environmental feature uniquely affecting the subject property.

c. A PD perimeter setback shall provide a suitable landscape strip, except where driveways and pedestrian access points are located, or if a building elevation of a project is located directly on a street sidewalk, and meet these requirements:

1. The strip shall be no less than ten feet wide and include at least one tree for every 200 square feet of required landscaped strip and contain a hedge of landscape material which shall be installed and maintained so as to form a six feet or higher, continuous, unbroken,

solid, visual screen within one year after installation, except in clear vision areas required by city code. The remainder of the required landscaped strip shall be completely covered with groundcover or grass.

2. A wall, berm with planting, or other durable, non-wood privacy fence may be included as part of the required 6 feet high landscape strip but shall not replace it.

d. A reduced PD perimeter setback for buildings located on, and accessed directly from, a street sidewalk shall provide pedestrian amenities such as, and not limited to, bike racks, benches, shade structures, canopies, and arcades.

(4) *Open space.* 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, conservation areas or other areas intended for public purposes other than street or road rights-of-way.

(5) *Applicability to other code of ordinances not in conflict herein.* All building code, housing code, and other land use regulations of the city not directly in conflict herewith are applicable to the PD district.

(6) *Easements.* Easements necessary for the orderly extension and maintenance of public utilities and/or other special needs may be required as a condition of approval.

(7) *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.

(8) *Other standards.* All planned developments will comply with regulations affecting signs referred to in section 125-310 and applicable portions of the city's regulations governing subdivisions except that in case of conflict.

(9) *Additional requirements.* The city commission may also establish additional requirements which it considers necessary to ensure that a planned development conforms to the intent of this section.

(10) *Variances are not necessary.* The specific development standards of the PD district are contained in the approved development documents for each planned development. All matters which might otherwise be the subject of variance review by the board of adjustment shall be itemized and considered at time of PD approval.

(d) *Application requirements.* When an application is submitted to rezone property to a PD zoning district, the following items will be submitted according to the stage of PD rezoning.

(1) **Table (c)(1) *Required Planned Development plans and documents.***

REQUIRED PD ZONING APPLICATION PLANS AND DOCUMENTS	***MASTER PD (MPD)***	***FINAL PD (FPD)***
PREVIOUSLY APPROVED SITE PLAN(S)	*X*	*X*
PD SITE PLAN(S)	*X*	*X*
PD PHASING PLAN	*(X)*	*X*
ARCHITECTURAL DRAWINGS		*X*
FLOOR PLANS		*X*
LIGHTING PLANS		*X*
BOUNDARY SURVEY	*X*	*X*
TOPOGRAPHIC SURVEY	*X*	*X*
CONSTRUCTION PLANS		*X*
LANDSCAPE PLANS		*X*
TREE SURVEY		*X*
TREE MITIGATION PLAN		*X*
PROJECT NARRATIVE	*X*	*X*
RECORDED DEED	*X*	*X*
LEGAL DESCRIPTION	*X*	*X*
STATEMENT OF PD BENEFITS	*(X)*	*X*
SITE LOCATION MAP	*X*	*X*
FINAL STORMWATER REPORT		*X*
MASTER STORMWATER REPORT	*X*	
STORMWATER MAINTENANCE		*X*
TRAFFIC IMPACT ANALYSIS	*X*	*X*
ENVIRONMENTAL ASSESSMENT	*X*	*X*
PRESERVE AREA MANAGEMENT PLAN		*O*

UTILITIES WATER & WASTEWATER SERVICE	*X*	*X*
PD ZONING DEVELOPMENT AGREEMENT	*(X)*	*X*
FINAL PLAT		*O*

X=Required, (X)= Draft, O=If required

(2) *Planned Development review procedures.*

a. A PD zoning application may be reviewed sequentially in two stages; a Master PD (MPD) followed with a Final PD (FDP). However, the applicant has the option to move directly to an FPD. The MPD is primarily conceptual in design. The FPD includes a fully designed site plan and associated documents including detailed analysis and calculation.

b. A PD zoning application shall include appropriate plans and information as specified in table (c).1. of this section to meet sufficiency in accordance with the applicable stage of the PD zoning application.

c. The planning department shall review the PD zoning application for sufficiency. Should the application be found to be sufficient it will be forwarded to the Technical Review Committee (TRC). The recommendation of the TRC shall be forwarded to the Planning Board for review and recommendation to the city commission. Should the application be found to be insufficient, the applicant shall have 90 days from receipt of written notification of insufficiency to provide all the necessary information to remedy the insufficient application. The application shall be deemed withdrawn and denied unless the applicant responds, within the allotted timeframe, in one of the following ways:

1 The applicant provides all the information necessary to remedy an insufficient application; or

2 The applicant may provide documentation to establish that the applicant is continuing in good faith to remedy the insufficiencies; or

3. The applicant requests in writing that the application be processed in its present form. In this case the applicant acknowledges that the application has been determined by the Director to be insufficient, the applicant waives the right to supplement the application with additional information, and the applicant agrees to allow a decision on the application based on the information submitted. The application shall then be processed in its present form.

d. A final plat may be reviewed concurrently with an FPD.

f. The city commission shall hold a public hearing in accordance with section 125-37 in order to assess the MPD or FPD. The city commission shall approve, approve with conditions, or disapprove the MPD or FPD.

(e) *Modification of an approved PD:* Changes to an approved PD are either major modifications or minor modifications. A major modification shall require the approval of the technical review committee, planning board, and the City Commission, while a minor modification shall be processed administratively by review of the Technical Review Committee and thereafter by the Planning Director (or designee).

(1) *Major PD modification:* Generally, additions, deletions, changes in the use, density, sequence of development or other specifications of an approved PD are to be viewed as a major modification. The applicant shall follow the same procedure as a new PD zoning application request. Applications for a major modification of an approved PD will require at time of submittal a narrative description of the modification and reasons such a change is necessary, and additional information as required by the planning director (or designee) to adequately review the proposed modification. The following alterations shall be considered a major modification:

a. An increase in intensity of use of greater than five percent of usable floor area, in the number of dwelling units, of outside land area devoted to sales, displays, or demonstrations. In no case shall the intensity or density be increased over the maximum allowed by the future land use element of the comprehensive plan.

b. A change of ten percent or more in the number of approved car parking spaces.

c. An increase in occupiable building height of more than one story or 12 feet.

d. Any reduction in the amount of approved open space by five percent or more, or a substantial change in the location or characteristics of open space uses.

e. Substantial changes in the approved location or type of pedestrian or vehicular access or circulation.

f. Any change which would increase traffic generation by more than ten percent.

g. Any deviation exceeding 12 inches from the setbacks, area, or dimensional standards approved as part of the PD site plan.

h. A change to the buffering material that negatively impacts the surrounding neighborhood.

i. Any substantial change in the design and/or location of the stormwater facility.

j. Any addition or reduction to the area of a PD.

k. Any change in a condition specifically required by the city commissioners as part of the planned development approval.

(2) *Minor PD modification.* Any modification to an approved PD which does not constitute a major modification shall be considered a minor modification. Generally, minor variations, extensions, alterations or modifications of proposed uses, buildings/structures or other improvements which are consistent with the purpose and intent of the approved PD are considered minor modifications. Applications for a modification shall include a revised PD site plan indicating the impacts of the proposed change and a narrative description of the modification and the reasons why such a change is necessary. Upon determination that the proposed modification is a minor modification, the planning director (or designee) shall render a decision to the applicant within 30 working days after submission of a completed modification application.

(3) *Amendments to a PD prior to full buildout.* Prior to the build-out of 50 percent of the land in a FPD, the property owner shall have the right to initiate any amendments to any developed or undeveloped portions of the planned development. After 50 percent or more of the land in the planned development has been built-out, the property owner may initiate any amendments to undeveloped portions of the planned development; however, amendments to developed portions of the planned development may only be initiated by:

a. The property owner, for an amendment to the planned development which is not applicable to all developed portions of the planned development;

b. Petition by the owners of more than 50 percent of the developed property in the PD district for an amendment to the planned development applicable to all of the developed portions of the planned development; or

c. City commission, where necessary to preserve the health, safety, and welfare of the property owners in the planned development.

(4) *Expiration of an approved PD*. Approved MPD and FPD are subject to the following development timelines unless the MPD or FPD conditions of approval state otherwise:

a. An approved MPD shall expire two calendar years after approval by the city commission unless a longer period is agreed at time of MPD approval. The property owner may request an extension of the timeline through the same process as a major amendment to a PD. The request for the extension shall be submitted no later than thirty (30) days prior to the date of expiration and shall be accompanied with appropriate reasoning for the request.

b. An approved FPD or approved phase of the FPD which has failed to secure a building permit for a vertical improvement in accordance with the phasing timetable for development, agreed at FPD approval, shall be considered expired. Prior to expiration, the property owner may request an extension of the timeline(s) through the same process as a major PD amendment. The request for the extension shall be submitted no later than thirty (30) days prior to the date of expiration and shall be accompanied with appropriate reasoning for the request.

(5) *Expiration of FPD phasing*. An expired FPD which has completed one or more of the phases as approved in the FPD will retain the PD zoning. However, the phases which have not secured a building permit for a vertical improvement within the timetable for development agreed at FPD approval shall not receive any building permits until a major amendment to the FPD is approved through the major FPD amendment process.

(6) *Expiration of a PD*. Upon expiration of an MPD or expiration of an FPD which has not secured a building permit for vertical improvement for any part of the approved FPD the property owner will be required to process a new zoning application either for a major amendment to the existing PD zoning, or another zoning classification before any building permits or other approvals will be processed for the land subject to the expired MPD or expired FPD.

(7) *Status of previously approved PD (Planned Development zone) plans or PUR (Planned Unit Redevelopment zone) plans*. Any active or completed planned development project approved prior to the adoption of this section shall continue to be governed by the approved PD site plan and any agreements, terms and conditions to which the approval may be subject, as long as the project continues to be actively under development. Any time limitations to which the approved PD plan may be subject shall also continue to apply. However, whenever any application is made to substantially modify (see major modification), the approved PD plan or to undertake a new development on part

or all of the property, the application shall be made under the terms and procedures of this section.

(f) Requirements of a Planned Development (PD) Zoning Agreement

(1) A Planned Development zoning agreement may include, but is not limited to, the following:

a. A legal description of the land subject to the agreement;

b. The names of the legal and equitable owners;

c. The duration of the agreement;

d. A development timeline;

e. Phasing requirements;

f. The development uses permitted on the land, including population densities, building intensities, and height;

g. A description of public facilities that will service the development, including who shall provide such facilities; the date any new facilities, if needed, will be constructed; and a schedule to assure public facilities are available concurrent with the impacts of the development;

h. A description of any reservation or dedication of land for public purposes;

i. A description of all local development permits approved or needed to be approved for the development of the land;

j. A finding that the development permitted or proposed is consistent with the local government's comprehensive plan and land development regulations;

k. A list of any conditions, terms, restrictions, or other requirements determined to be necessary by the local government for the public health, safety, or welfare of its citizens; and

l. A statement indicating that the failure of the agreement to address a particular permit, condition, term, or restriction shall not relieve the developer of the necessity of complying with the law governing said permitting requirements, conditions, term, or restriction.

(2) A Planned Development Zoning Agreement may provide that the entire development or any phase thereof be commenced or completed within a specific period of time.

SECTION 2. Chapter 125, Article IV – Basic Zoning Districts, Section 125-213. – Planned Unit Redevelopment Zone (PUR) is hereby deleted, so the same shall read as follows:

~~**Sec. 125-213. Planned Unit Redevelopment Zone (PUR).**~~

~~(a) *Purpose.* The Planned Unit Redevelopment (PUR) zone is intended to encourage comprehensive redevelopment within existing residential and commercial areas of the city. It is designed to achieve a desirable environment through application of flexible and diversified land development standards in an overall site plan. It is further intended to promote economics in land development, maintenance, street systems and utility networks, resulting in the provision of needed housing and the redevelopment of older, less economically viable areas.~~

~~(b) *General standards for approval.* Prior to including a tract of land in the PUR zone or approving a final redevelopment plan, the city commission shall determine that:~~

~~(1) The planned unit redevelopment is an effective and unified treatment of the development possibilities of the project site while remaining consistent with the comprehensive plan, avoiding environmental hazards and making appropriate provisions for the preservation of natural features such as shorelands and wooded cover.~~
~~(2) The planned unit redevelopment will not create excessive traffic congestion on nearby streets or overburden the following public facilities and services in terms of their capacities, operational costs or maintenance costs: water, sewer, storm drainage, electrical services, fire protection, police protection and schools.~~
~~(3) A need exists for the planned unit redevelopment at the proposed location and the applicant has the capacity to ensure completion of the project.~~
~~(4) The planned unit redevelopment complies with standards referred to in this section, additional zoning ordinance provisions and other city laws.~~
~~(c) *Potential uses.* The following uses are allowed in a planned unit redevelopment if the city commission considers them appropriate for the particular redevelopment being proposed, compatible with nearby uses, and consistent with the comprehensive plan and if other applicable standards are satisfied:~~

~~(1) Duplexes, triplexes and quadraplexes.~~
~~(2) Multifamily housing developments.~~
~~(3) Retail sales establishments, except stores selling automobiles, other large motorized vehicles or mobile homes.~~
~~(4) Motels/hotels.~~
~~(5) Personal service establishments.~~
~~(6) Finance, insurance and real estate service establishments.~~
~~(7) Business service establishments.~~
~~(8) Communication service establishments.~~
~~(9) Professional service establishments.~~
~~(10) Educational service establishments.~~
~~(11) Indoor amusement, entertainment and/or recreation establishments.~~
~~(12) Public and semi-public uses including outdoor park and recreation facilities.~~
~~(13) Temporary uses meeting the requirements in section 125-320.~~
~~(14) Such other uses the city commission may consider appropriate.~~
~~(d) *Basic use standards.* Area, width, depth, yard and lot coverage requirements for lots in a planned unit redevelopment shall be determined by the city commission on the basis of relevant characteristics of the use, the rest of the planned unit redevelopment and the surrounding area, including those characteristics relating to use compatibility, physical feature constraints and utility and transportation capacities.~~

~~(e) *Open spaces.*~~

~~(1) In all planned unit redevelopments the area devoted to common open space, exclusive of aquatic areas, shall be increased ten percent beyond that which existed prior to the PUR.~~

~~(2) No area may be accepted as common open space within a planned unit redevelopment unless it meets the following requirements:~~

~~a. The location, shape, size and character of the common open space is suitable for the development.~~

~~b. The common open space is for amenity or recreational purposes and the uses authorized are appropriate for the scale and character of the redevelopment based on consideration of its size, density, expected population, topography and the number and type of dwellings provided.~~

~~c. The common open space will be suitably improved for its intended use, except that common open space containing natural features worthy of preservation should be left unimproved. The buildings, structures and improvements to be permitted in the common open space are appropriate to the uses which are authorized for the common open space.~~

~~d. Waterfront access for the public, such as walkways, trails, waterfront seating or landscaped areas, will be provided, whenever possible, when consistent with the scale of the use, surrounding uses, security and proximity to the waterfront.~~

~~e. No parking facilities will be included in areas designated as common open space unless the parking facilities are intended to provide access to the common open space area and are not intended to meet the ordinance requirements for other uses. No streets will be designated as common open space.~~

~~f. The redevelopment schedule which is part of the redevelopment plan coordinates the improvement of the common open space and the construction of buildings and other structures in the common open space with the building of residential dwellings in the planned unit redevelopment.~~

~~g. If buildings or structures are to be constructed in the common open space, the developer will provide a bond or other adequate assurances that the building and structures will be completed. The planning director shall release the bond or other assurances when the buildings and structures have been completed according to the redevelopment plan.~~

~~(f) *Various environmental standards.*~~

~~(1) Uses having potential air-polluting sources such as stacks, burning facilities, concentrations of motor vehicles and dust-generating processes shall be located and designed to provide adequate separation of these sources from other development and especially residential neighborhoods, institutional uses and outdoor recreation areas. Any adverse air quality impacts of the use will be reduced to the extent practical.~~

~~(2) The redevelopment plan shall include provisions needed to control water and wind erosion during and after construction associated with the redevelopment. Runoff from impervious surfaces or other potential polluting sources in the redevelopment area shall be managed so as to reduce the adverse water quality impacts to the extent possible.~~

~~(g) *Transportation.*~~

~~(1) A suitable site layout will be used for all street and on-site drives, parking, loading and unloading areas, refuse collection and disposal points, sidewalks, bike paths and other transportation facilities. Suitability, in part, shall be determined by the potential impact of these facilities on safety, traffic flow and control and emergency vehicle movements.~~

~~(2) Principal vehicular access points shall be designed to permit smooth traffic flow and to minimize hazards to vehicular and pedestrian traffic. Minor streets within a planned unit redevelopment shall not be connected to~~

streets outside the redevelopment in such a way as to encourage their use by through traffic.

(3) Streets in a planned unit redevelopment may be dedicated to public use or may be retained in private ownership, except the city commission may require arterial and collector streets to be dedicated to the public. When considered appropriate by the city commission, city requirements concerning rights-of-way and street pavement widths may be reduced and those requiring curbs and gutters may be waived, notwithstanding provisions to the contrary in this Code of Ordinances.

(h) *Compatibility with adjacent development.* If topographical or other barriers near the perimeter of the planned unit redevelopment do not provide reasonable privacy for existing or potential uses adjacent to the redevelopment, the city commission shall require an attractively designed and maintained buffer in the form of vegetation, fencing, walls and/or berms.

(i) *Landscaping.* The planned unit redevelopment shall comply with the provisions of a landscape plane approved by the city commission. This plan must at a minimum be consistent with landscaping requirements in section 125-314.

(j) *Unified control.* All land intended to be included in the planned unit redevelopment shall be under the legal control of the applicant, whether that applicant be an individual, partnership or corporation or group of individuals, partnerships and/or corporations.

(k) *Maintenance of common areas.* Common open space, streets and any area or facility designated by the city commission as a shared area will comply with the following provisions:

(1) The property will be conveyed under one of the following options:

a. To a public agency which agrees to maintain the property and buildings or structures placed on it; or

b. To association of owners and/or tenants, created as a nonprofit corporation under the laws of the state, which shall adopt and impose articles of incorporation and bylaws and adopt and impose a declaration of covenants and restrictions that are acceptable to the city commission as providing for the continuing care of the property.

(2) The property may not be put to a use not specified in the final redevelopment plan unless the final redevelopment plan is first amended to permit the use. However, no change of use may be considered as a waiver of any of the covenants limiting the use of the property, and all rights to enforce these covenants against any use permitted are expressly reserved.

(3) If the property is not conveyed to a public agency, the covenants and restrictions that govern the association of owners and/or tenants will at least include the following provisions:

a. Membership must be mandatory for each home buyer or tenant and each successive buyer or tenant.

b. The association must be responsible for liability insurance, local taxes and the maintenance of property.

c. Owners and tenants must pay their pro rata share of the cost.

d. The association must be able to adjust assessments to meet changing needs.

e. The city must be authorized to enforce these and other provisions governing the use, improvement and maintenance of the property.

(4) If the property is not conveyed to a public agency then, in addition to those requirements set forth hereinabove, there shall be delivered to the building official at or before the time the first building permit is obtained an instrument in recordable form containing:

a. A legal description of the property upon which the dwelling units are to be constructed;
b. A statement of the total area contained within such description;
c. A statement of the number of existing or proposed units situated on the subject property;
d. A statement of the number of dwelling units for which the application is made;
e. A restriction prohibiting any further development or construction beyond what is set forth in the instrument.

The building official shall thereafter issue permits in accordance with what is set forth in the aforesaid instrument provided all other requirements of this chapter are met and thereafter no further permits shall be issued for any additional units on the tract described. The instrument shall be recorded to place all persons on notice of its contents and limitations upon further building.

(l) *Utility easements.* Easements necessary for the orderly extension and maintenance of public utilities may be required as a condition of approval.

(m) *Other standards.* All planned unit developments will comply with regulations affecting signs referred to in section 125-310, and applicable with portions of the city's regulations governing subdivisions. In case of conflict the city commission shall determine the requirement for the PUR. The city commission may also establish additional requirements which it considers necessary to ensure that a planned unit redevelopment conforms to the intent of this section.

(n) *Special application requirements.* When an application is submitted to include property in a PUR zone, the following items will be submitted, in addition to other information submitted in accordance with section 125-132, the city's subdivision regulations or other city laws:

(1) *Written documents.*
a. A statement of planning objectives to be achieved by the planned unit redevelopment through the particular approach proposed by the applicant. This statement should include a description of the character of the proposed redevelopment.
b. Material which presents firm evidence of unified control of the entire area within the proposed planned unit redevelopment, including a certificate of apparent ownership and encumbrance with the opinion of counsel representing the applicant establishing that the applicant has the unrestricted right to impose all of the covenants and conditions upon the land as are contemplated by the provisions of these regulations.
c. A statement of the applicant's intentions with regard to the future selling or leasing of all or portions of the planned unit redevelopment, such as land areas and dwelling units.
d. A redevelopment schedule indicating:
1. The approximate date when renovation or construction of the project can be expected to begin.
2. The stages in which the project will be built and the approximate date when each stage can be expected to begin.
3. The anticipated rate of redevelopment.
4. The approximate date when each stage in the redevelopment will be completed.
5. The area, location and degree of development of common open space that will be provided at each stage.
e. Quantitative data for the following. Total number and type of dwelling units; parcel sizes; proposed lot coverage of buildings and structures; approximate residential gross densities; total amount of open space (including separate figures for common open space and usable open

spaces); and the total amount of nonresidential acreage (including a separate figure for commercial and industrial acreage).

f. A statement indicating the justification for a gross density in excess of 18 units per acre if such a density is being proposed.

g. Agreements, provisions and covenants which govern the use, maintenance and continued protection of the planned unit redevelopment 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.

(2) *Site plan and supporting maps.* Maps with the following minimum information must be submitted:

a. The existing site conditions, shorelines, floodplains, unique natural features and forest cover.

b. A grading plan for the site showing future contours for locations where the existing grade is to be changed by more than two feet.

c. A general landscape plan for the planned unit redevelopment.

d. Proposed lot lines and other divisions of land for management, use or allocation purposes.

e. The approximate location of present and proposed buildings and structures.

f. 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.

g. The existing and proposed vehicular circulation system, including off-street parking and loading areas.

h. The existing and proposed pedestrian circulation system, including its interrelationships with the vehicular circulation system, indicating proposed treatments of points of conflict.

i. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.

j. Enough information on land areas adjacent to the proposed planned unit redevelopment to indicate the relationship between the proposed redevelopment and adjacent areas, including land uses, zoning classifications, densities, circulation systems, public facilities and unique natural features of the landscape.

k. The proposed treatment of the perimeter of the planned unit redevelopment, including materials and techniques used such as screens, fences and walls.

(o) *Special planned unit redevelopment review procedures.*

(1) Planned unit redevelopments will be reviewed in at least three phases: A preapplication conference, a preliminary redevelopment plan phase and a final redevelopment plan phase. The preapplication conference will involve a minimum of one informal discussion between the applicant and staff of the planning department on the proposed planned unit redevelopment.

(2) At the request of the applicant, an optional phase, a concept plan phase, will take place. For this phase, a map showing the general layout of uses in the proposed planned unit redevelopment will be submitted along with written material mentioned in this section in subsections (n)(1)(a), (c), (d) and (e) of this section. A public hearing will be held by the city planning board on the proposal and it will approve, approve with conditions or disapprove the concept plan.

(3) The preliminary redevelopment plan will include information specified in subsection (p) of this section. The procedure for reviewing the preliminary redevelopment plan is the procedure set forth in section 125-133 for amending this chapter. If the proposed planned unit redevelopment involves the subdividing of land which is regulated by the city, the preliminary plat should be reviewed concurrently with the preliminary

~~redevelopment plan. Approval of a preliminary redevelopment plan or approval of the plan with conditions shall occur concurrently with a change in zoning for the property. If the city planning board approved the concept plan or approved it with conditions, the board will not change its earlier opinion unless it determines that it is appropriate due to new information or due to differences between the concept plan and preliminary redevelopment plan.~~

~~(4) Within a year of the date of approval of a preliminary redevelopment plan or approval of the plan with conditions, the applicant shall file with the planning department a final redevelopment plan containing in final form the information required in the preliminary plan. This plan may be for the entire development or, when submission in stages has been authorized, for the first stage of the redevelopment. If the planned unit redevelopment involves the subdividing of land which is regulated by the city, the final plat should be reviewed concurrently with the final redevelopment plan.~~

~~(5) The staff of the planning department shall have a maximum of 35 days from the submission of a complete final redevelopment plan to review the plan and prepare comments concerning the plan. Prior to acting on the final redevelopment plan, the city commission shall hold a public hearing in accordance with section 125-38. The city commission shall approve, approve with conditions or disapprove the final redevelopment plan within 20 days of the public hearing, except the city commission with good cause demonstrated may allow an extension of time.~~

~~(6) If the city commission finds evidence of a significant deviation from the preliminary redevelopment plan, the city commission shall advise the applicant to submit an application for an amendment to the preliminary redevelopment plan. An amendment shall be reviewed using the same procedure as was used for the preliminary redevelopment plan, except that this chapter will not need to be amended. If no significant deviation from the preliminary redevelopment plan is found, the city commission will approve the portions of the planned unit redevelopment in the final plan.~~

~~(7) If an amended preliminary redevelopment plan is not submitted within 75 days of the city commission decision to require such an amendment, or if the amended preliminary redevelopment plan is not approved or approved with conditions, the city commission shall initiate proceedings for rezoning all of the property in the planned unit redevelopment.~~

~~(p) *Adherence to approved final redevelopment plan.* Building permits for construction shall be issued only if consistent with an approved final redevelopment plan.~~

~~(1) Minor changes not altering the intent and purpose of the approved final redevelopment plan may be approved by the planning director after such departmental comment as he deems appropriate. The director shall also advise the city commission of his administrative determination at the earliest practicable opportunity and such determination shall become effective unless the city commission thereupon finds that the proposed change is substantial in nature and advises the applicant to apply for an amendment of the approved redevelopment plan.~~

~~(2) Substantial changes in requested uses, density, phasing or other specifications of the approved redevelopment plan must be approved by the city commission after it has held a public hearing and after review of the proposed changes by the city planning board.~~

~~(3) The amendment of an approved redevelopment shall be in the manner provided for adoption of the redevelopment plan.~~

Secs. 125-213–125-234. - Reserved.

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. 24-015 was duly advertised in the St. Lucie News Tribune on Sunday, April 21st, 2024, and Sunday, May 5th, 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
CITY ATTORNEY'S OFFICE Florida

TO: KEV FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: TEXT AMENDMENT - PLANNED DEVELOPMENT PROCESS

CAO RLS FILE: RLS 24-86

DATE: MARCH 7, 2024

I have reviewed the above Request for Legal Services (RLS) related to an amendment to the Code of Ordinances as it relates to the Planned Development (PD) process. The Ordinance was reviewed by myself and outside counsel, with recommendations being made by both, which you have reviewed and implemented as you believed appropriate. I would still suggest the advice to include compatibility language be included to allow a greater ability of staff and the City Commission to ensure a PD is compatible with its neighbors when reviewing for approval or denial. However, this is not required for the Ordinance to be presented to the City Commission.

Upon this final review, I made a few suggested changes to the language and formatting changes to the draft Ordinance, to include the strike through coming before the underline language as requested by the City Clerk.

I have included a Track Changes version and Clean Copy version for your review.

With the suggested changes implemented as provided in the Clean Copy version, 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

ST. LUCIE NEWS TRIBUNE

ATTN: DISPLAY AD

RE: REVISION OF PD PROCESS – 24-015

Run Twice: Sunday, April 21st, 2024.
Sunday, May 5th, 2024.

Send Proof of Publication to: Linda W. Cox, City Clerk, lcox@cityoffortpierce.com

NO LESS THAN 2 COLUMNS WIDE BY 10 INCHES LONG. HEADLINE SHALL BE IN A TYPE NO SMALLER THAT 18 POINT. DO NOT PLACE IN THAT PORTION OF THE NEWSPAPER WHERE LEGAL NOTICES AND CLASSIFIED ADS APPEAR.

CITY OF FORT PIERCE
AMENDMENT TO CHAPTER 125 - ZONING

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041 and City Code Section 125-37, proposes to pass the following ordinance(s) entitled:

ORDINANCE 24-015

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, INSERTING AN AMENDED AND REVISED SECTION OF CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–212 – PLANNED DEVELOPMENT ZONE (PD); DELETING EXISTING SECTION AT CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–213 – PLANNED UNIT REDEVELOPMENT ZONE (PUR); PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

To revise the process for Planned Development (PD) rezoning, setting out submittal and approval requirements for a Master (PD) and Final (PD). The ordinance also removes confusion and duplication by deleting the code provision allowing a Planned Unit Redevelopment (PUR) rezoning.

The City Commission will hold two PUBLIC HEARINGS on the proposed Ordinance at their meetings Monday, May 6th, 2024, and Monday, May 20th, 2024, at 5:05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance 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: _____ and _____

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AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
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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:

04/21/2024, 05/05/2024

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 05/05/2024

Keegan Moran
Legal Clerk

Notary, State of WI, County of Brown

3-7-27
My commission expires

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KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
AMENDMENT TO
CHAPTER 125 - ZONING

The City Commission of the City of Fort Pierce, Florida, pursuant to Florida Statute 166.041 and City Code Section 125-37, will hold two PUBLIC HEARINGS on the proposed Ordinance at their meetings Monday, May 6th, 2024, and Monday, May 20th, 2024, at 5:05 p.m. in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, the following:

ORDINANCE 24-015- AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, INSERTING AN AMENDED AND REVISED SECTION OF CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–212 – PLANNED DEVELOPMENT ZONE (PD); DELETING EXISTING SECTION AT CHAPTER 125 – ZONING, ARTICLE IV – BASIC ZONING DISTRICTS, SECTION 125–213 – PLANNED UNIT REDEVELOPMENT ZONE (PUR); PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

The ordinance is to revise the process for Planned Development (PD) rezoning, setting out submittal and approval requirements for a Master (PD) and Final (PD). The ordinance also removes confusion and duplication by deleting the code provision allowing a Planned Unit Redevelopment (PUR) rezoning.

All interested parties may appear at the meeting and be heard with respect to the proposed ordinance. Said proposed ordinance 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: : 4/24/2024 and 5/5/2024

TR-39263800

City Commission Regular Meeting - 5:05 pm **12. b.**

Meeting Date: 06/17/2024

Re: ORD 24-018 Rezoning - Planned Development - Fort Pierce Commercial - 301 Florida Avenue

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Legislative Hearing - Ordinance No. 24-018 an ordinance by the City Commission of the City of Fort Pierce, Florida; amending the City's zoning atlas and rezoning one(1) parcel generally located at or near 301 Florida Ave, containing approximately 0.38 Acres of land, more or less, from General Commercial (C-3) to Planned Development (PD); Parcel ID: 2410-711-0041-000-7. SECOND READING

SUMMARY:

Request for review of an application for a Zoning Map Amendment of one (1) parcel from General Commercial (C-3) to Planned Development (PD) at 301 Florida Avenue, more specifically at Parcel ID: 2410-711-0041-000-7.

The request to change the zoning to PD is to accommodate a small 7,000 square-foot building for a commercial infill site, providing four (4) commercial (office/warehouse) units within the Fort Pierce Redevelopment Area FPRA). The site layout and building have been specifically designed to create a more urban feel in keeping with the FPRA. This has been primarily accomplished by locating the facade to the front and having parking located to the rear. In order to facilitate the concept, the Planned Development will incorporate:

1. A reduced depth to the front, side and rear yards.
2. Maximum lot coverage is 60% and 50% proposed with a building and sidewalks. The remainder is open space and pervious materials.
3. Architecture is consistent with a contemporary industrial style.

RECOMMENDATION:

Staff recommendation is for the City Commission to vote APPROVAL of the proposed Zoning Atlas Map Amendment, with conditions:

ALTERNATIVES:

Recommendation of approval with alternate conditions
or
Recommendation of disapproval

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

Technical Review Committee

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

No impact on City budget - may increase property value if constructed.

Attachments

Ordinance 24-018
Staff Presentation
Staff Report
Staff Supporting Docs
CA memo
Application Packet
Applicant Presentation
Public Notification Certification
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	05/24/2024 08:06 AM

Form Started By: Kev Freeman
Started On: 05/23/2024 01:18 PM
Final Approval Date: 06/04/2024

ORDINANCE NO. 24-018

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE CITY'S ZONING ATLAS AND REZONING ONE (1) PARCEL GENERALLY LOCATED AT OR NEAR 301 FLORIDA AVENUE CONTAINING APPROXIMATELY 0.38 ACRES OF LAND, MORE OR LESS, FROM GENERAL COMMERCIAL (C-3) TO PLANNED DEVELOPMENT (PD);** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject property is one (1) parcel generally located at or near 301 Florida Avenue, within the City of Fort Pierce, Florida, representing approximately 0.38 acres of land; and

WHEREAS, a map depicting the subject property is attached hereto as Exhibit "A"; and

WHEREAS, the subject property, generally located at or near 301 Florida Avenue, is presently designated C-3, General Commercial; and

WHEREAS, the City seeks a rezoning of the subject property, generally located at or near 301 Florida Avenue, from C-3, General Commercial, to PD, Planned Development; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs; and meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their April 8, 2024, meeting, voted 7 to 0 to recommend approval of the proposed request for these parcels; and

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. From and after the effective date hereof, the following property legally described respectively as:

Parcel ID: 2410-711-0041-000-7
LEGAL DESCRIPTIONS:
BLVD DEV CO`S S/D BLK C LOTS 12, 13 AND 14 AND E 1/2 OF VAC ALLEY ADJ ON W (MAP 24/10F)

Containing 0.38 acres, more or less

Said property being generally located at or near 301 Florida Avenue, in Fort Pierce, Florida shall be rezoned with the Zoning Designation hereby changed from C-3, General Commercial, to PD, Planned Development, as depicted on Exhibit "A" and Exhibit "B" and made subject to the PD Site Plan depicted within Exhibit "C", the Landscaping Plan depicted in Exhibit "D", the Paving, Grading, and Drainage Plan in Exhibit "E", the Demolition Plan in Exhibit "F", the Erosion Control Plan in Exhibit "G", the Water, Sewer, and Utility Plan in Exhibit "H", the Pavement Markings and Signage Plan in Exhibit "I", the Architectural Elevations in Exhibit "J", and the Conditions of Development depicted on Exhibit "K", attached hereto and incorporated herein.

SECTION 3. This Ordinance does not create any right on the part of the applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

SECTION 4. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 5. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 6. 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.24-018 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on XXX, 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 XXX, 2024; and was duly introduced, read by title only, and passed on second and final reading XXX, 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 XXth day of XXX 2024.

_____
Linda Hudson
Mayor Commissioner

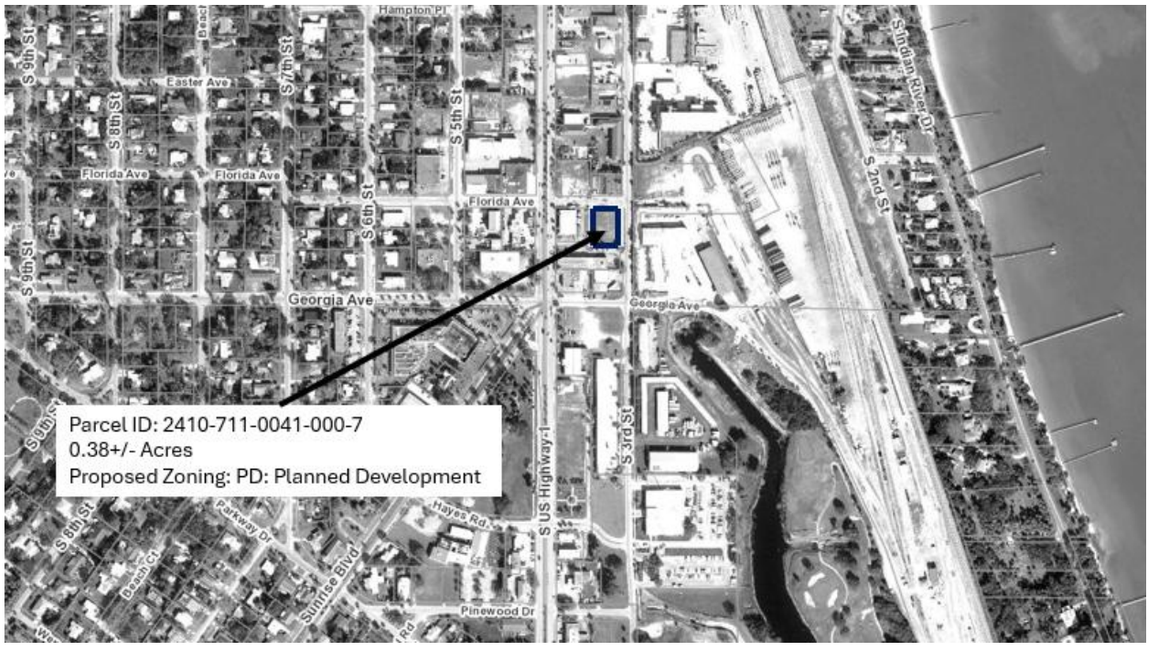
ATTEST:

_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Zoning Atlas Map Amendment



General Commercial, C-3, to Planned Development, PD.

EXHIBIT B

Current Survey

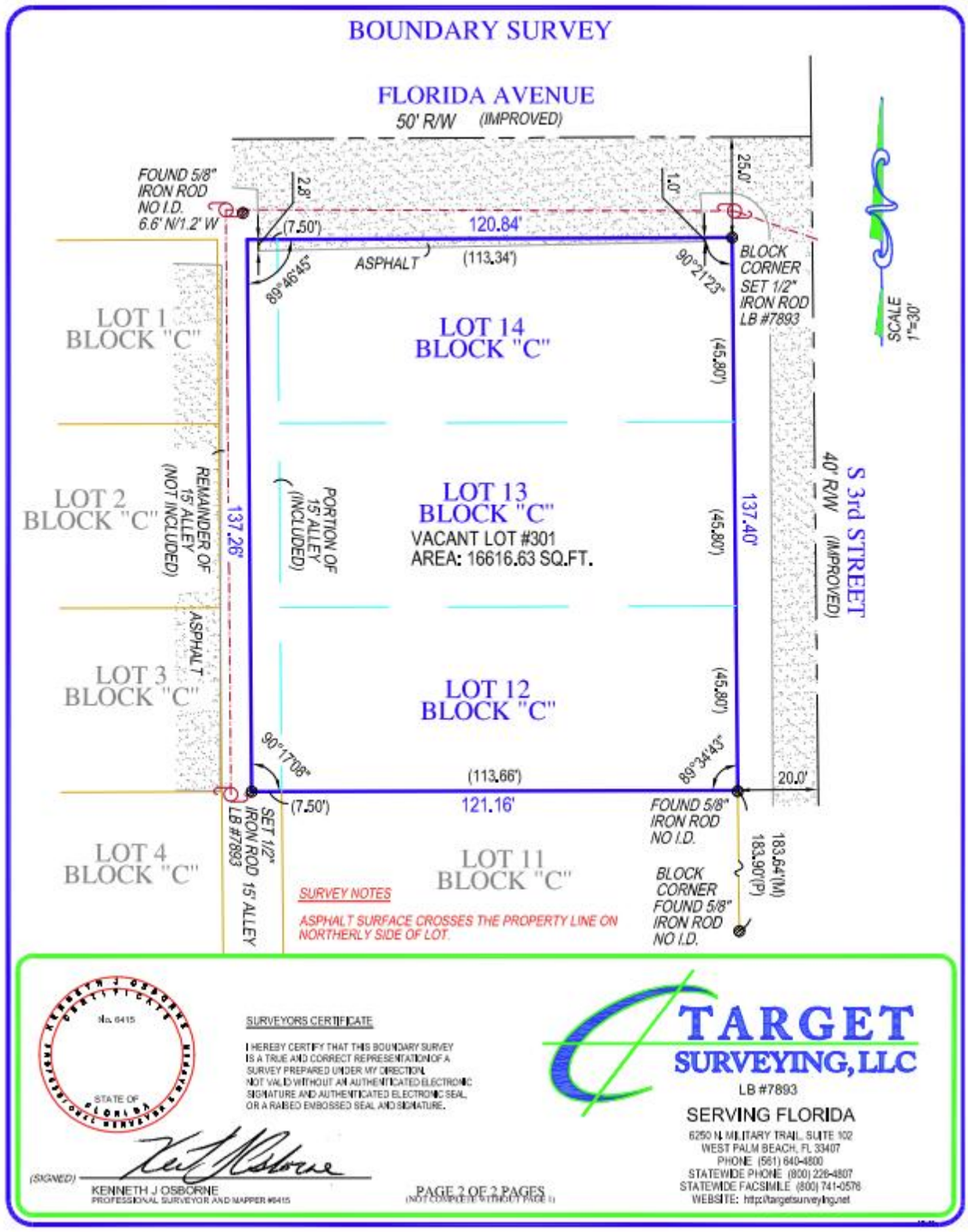


EXHIBIT C

PD Site Plan

Site Data:

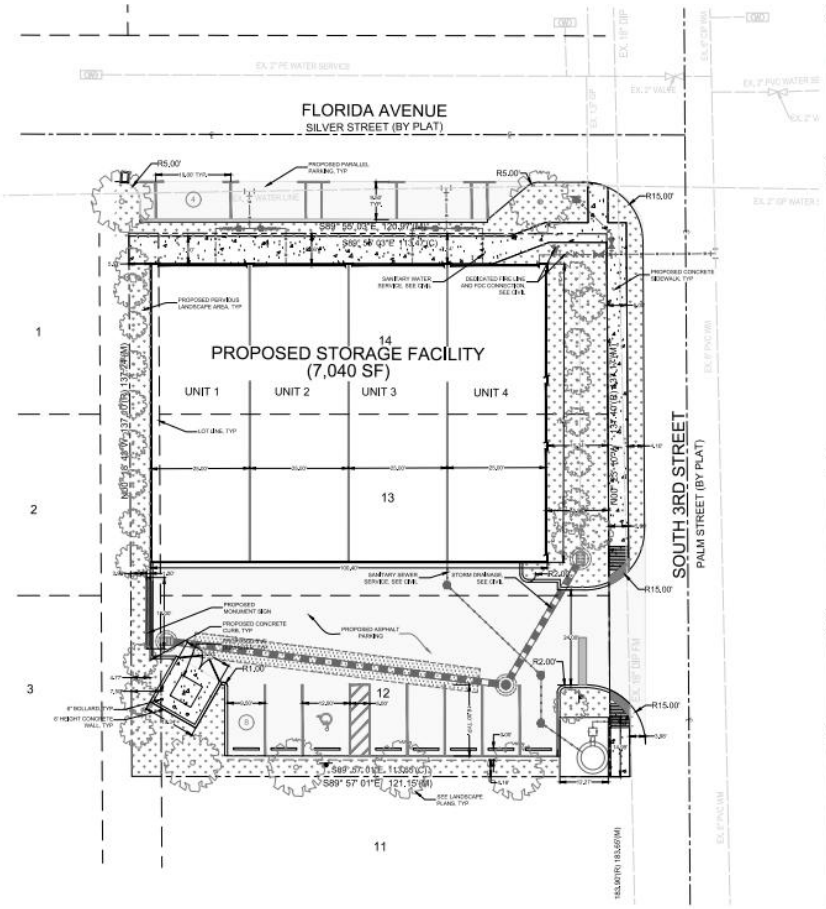
Parcel ID:	2410-711-0041-000-7
Existing Land Use:	Commercial
Existing Zoning:	C3
District:	CRA
Site Area:	16,617 sf (0.38 ac)
Building Size:	7,040 sf *(Warehouse)*
Parking Required:	12 spaces
Parking Provided:	12 spaces
ADA Parking Required	1 space
ADA Parking Provided:	1 space
Pervious Area:	2,993 sf (18.1%)
Impervious Area:	13,624 sf (81.9%)

Project Address:

PARCEL ID: #2410-711-0041-000-7, ADDRESS: 301 FLORIDA AVE, FORT PIERCE, FL 34950

Legal Description:

BLVD DEV CO 'S S/D BLK C LOTS 12, 13 AND 14 AND E 1/2 OF VAC ALLEY ADJ ON W (MAP 24/10F).



Fort Pierce Commercial
301 Florida Ave, Fort Pierce, FL 34950
Site Plan

SP-1

EXHIBIT D

Landscape Plan

LANDSCAPE DATA:

TREE REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 120 LF x 10' WIDE
1,200 S.F. DIV. BY 300 = 4 TREES REQUIRED

EAST PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 111 LF x 10' WIDE
1,110 S.F. DIV. BY 300 = 4 TREES REQUIRED

SOUTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 121 LF x 10' WIDE
1,210 S.F. DIV. BY 200 = 6 TREES REQUIRED

WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 55 LF x 10' WIDE
550 S.F. DIV. BY 200 = 3 TREES REQUIRED

INTERIOR VEHICULAR USE AREAS = 5,523 S.F.
5,355/15 = 357 S.F. REQUIRED PLANTING AREA
4 INTERIOR VUA TREES REQUIRED

TOTAL TREES REQUIRED: 21 TREES

***TOTAL TREES PROVIDED: 21 TREES**

SHRUB REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 120 LF
120 DIV. BY 3 = 40 SHRUBS REQUIRED

EAST PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 111 LF
111 LF DIV. BY 3 = 37 SHRUBS REQUIRED

SOUTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 121 LF
121LF DIV BY. 3 = 41 SHRUBS REQUIRED

WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 55 LF
55 LF DIV. BY 3 = 19 SHRUBS REQUIRED

TOTAL SHRUBS REQUIRED: 137 SHRUBS

***TOTAL SHRUBS PROVIDED: 161 SHRUBS**

***TOTAL TREES & SHRUBS PROVIDED LOCATED THROUGHOUT THE SITE & IN ROW TO MEET MINIMUM REQUIREMENTS**

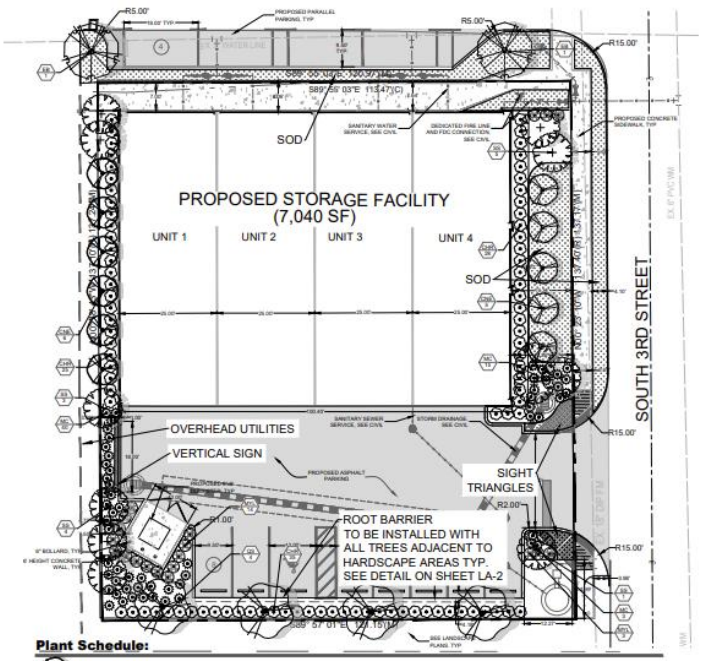
General Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
2. Trees shall be a minimum of twelve (12) feet in height and have a caliper of two and one-half (2 1/2) inches at four and one-half (4 1/2) feet above the ground when installed.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation.
10. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
11. Existing understory shall be maintained in areas of undisturbed native vegetation.
12. All Category 1 exotic plant species will be eradicated from the site.
13. Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
14. Irrigation to conform to all local and State regulations with regard to water consumption.
15. All new landscaping shall be provided with 100% irrigation coverage through the establishment period, not less than 1-year.

DRAWING INDEX:

LA-1: LANDSCAPE PLAN, LANDSCAPE DATA, & PLANT SCHEDULE
LA-2: LANDSCAPE DETAILS & SPECIFICATIONS

811 Know what's below. Call before you dig.



Plant Schedule:

	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	CNE	11	Conocarpus erectus 'Sericeus'	Silver Buttonwood	45G	12' HT	6'W	STD, 4' CT, SP	Native	2.5" DBH
	EB	2	Elaeocarpus decipiens	Japanese Blueberry Tree	45G	12' HT	5'W	STD, 4' CT, SP	Non-native	2.5" DBH
	QS	4	Quercus virginiana	Southern Live Oak	45G	12' HT	5'W	6' CT, SP	Native	2.5" DBH
PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	SS	12	Sabal palmetto	Sabal Palm	FG	10'-18' CT		SLK, HC, SP	Native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	CHR	88	Chrysobalanus icaco 'Redtip'	Red Tip Cocoplum	3G	24" HT	18"W	F	Native	
	MC	58	Muhlenbergia capillaris	Pink Muhly Grass	3G	24" HT	18"W	F	Native	
	MYL	20	Myrcianthes fragrans	Simpson's Stopper	7G	48" HT	36" W	F	Native	
SOD/SEED	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	SOD	TBD	Paspalum notatum	Bahia Grass	SOD			Free of Weeds and Pests		

Fort Pierce Commercial
Florida Avenue & S 3rd Street
Fort Pierce, Florida
Landscape Plan

Date	By	Description
8.31.23	PG	Submittal
11.01.23	PG	Revision 1

Drawn By: PG
Checked By: PG
Municipal Project
Scale:

SCALE: 1" = 10'

LA-1

EXHIBIT D CONTINUED

Landscape Plan

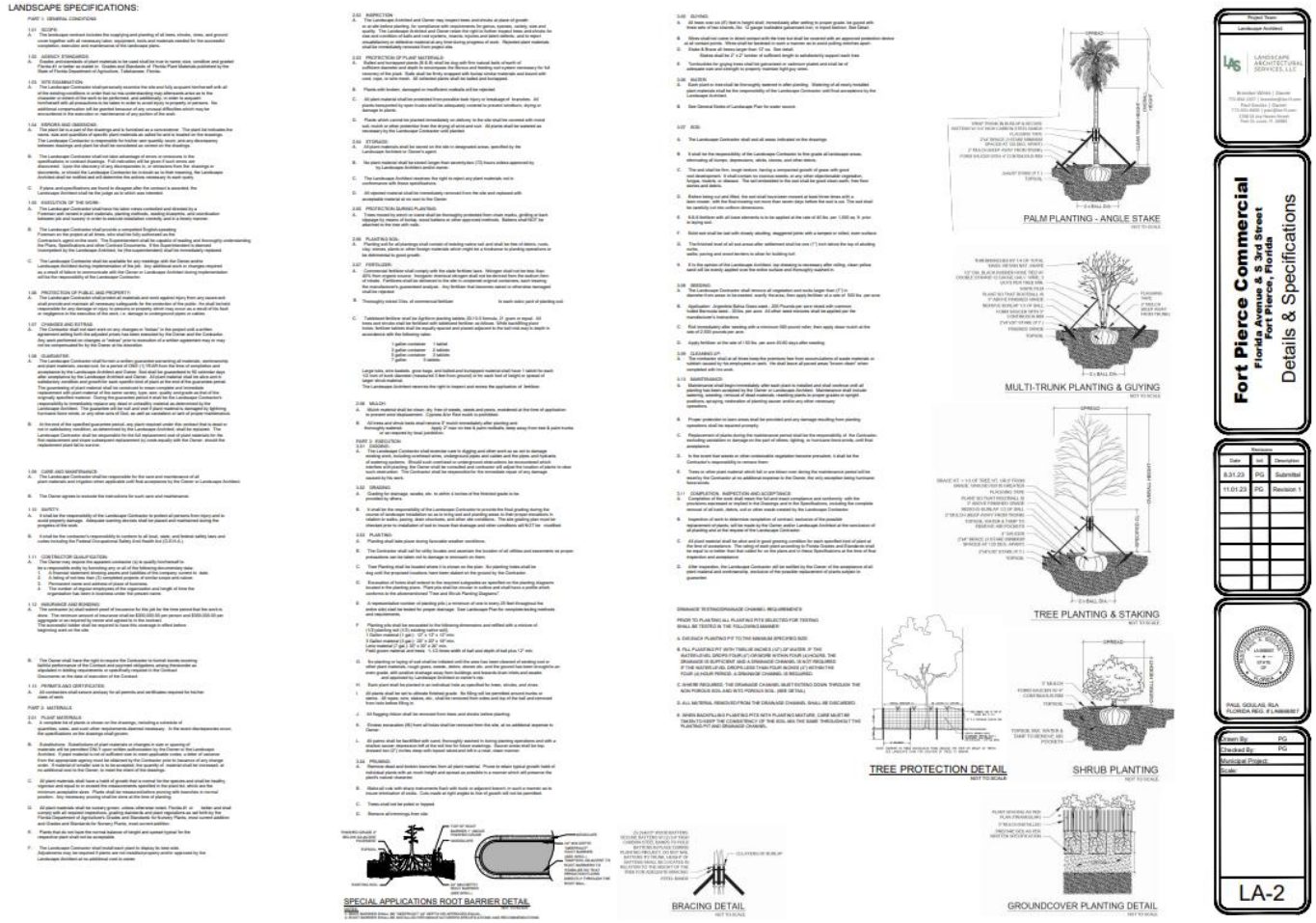


EXHIBIT E

Paving, Grading, and Drainage

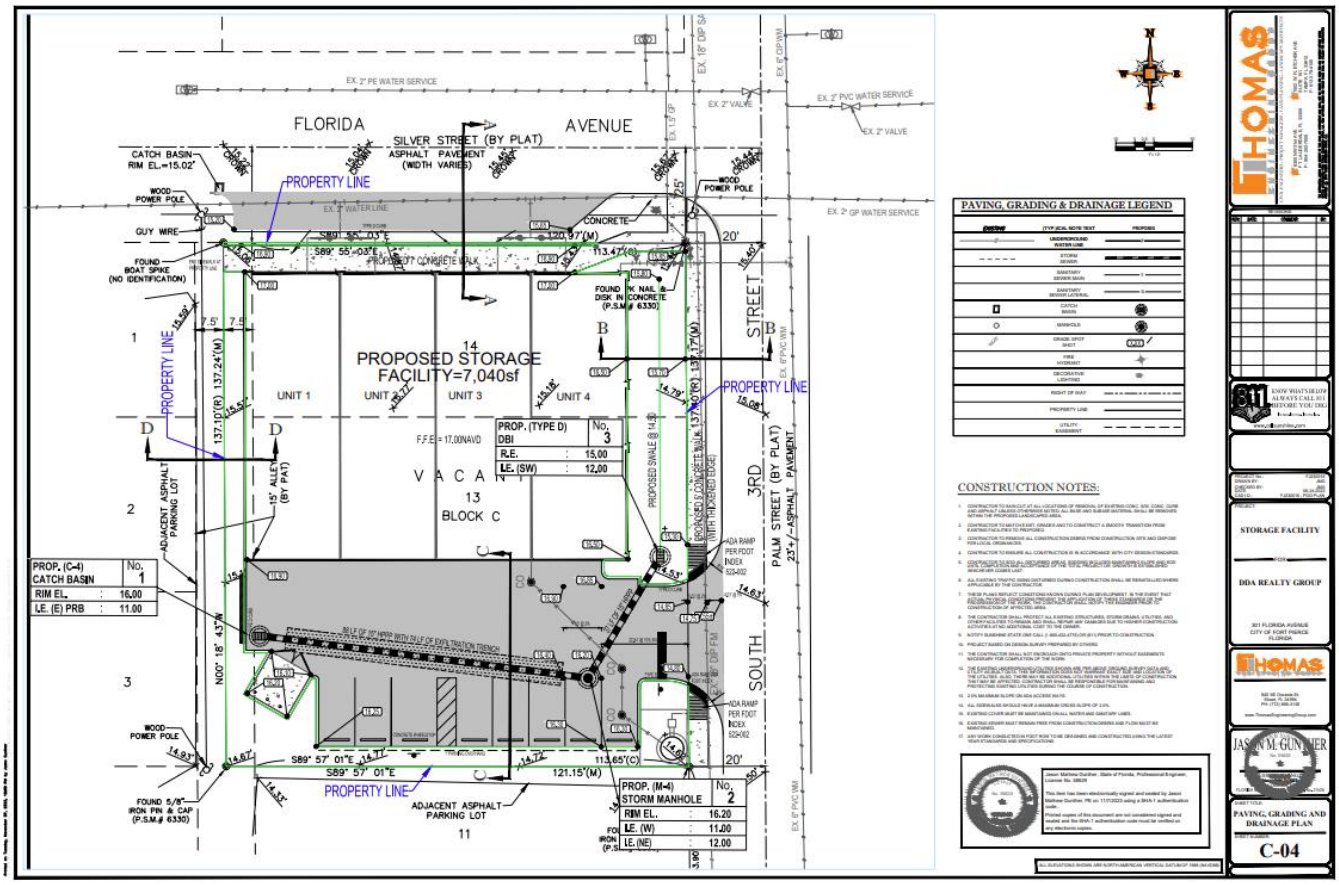


EXHIBIT F

Demolition Plan

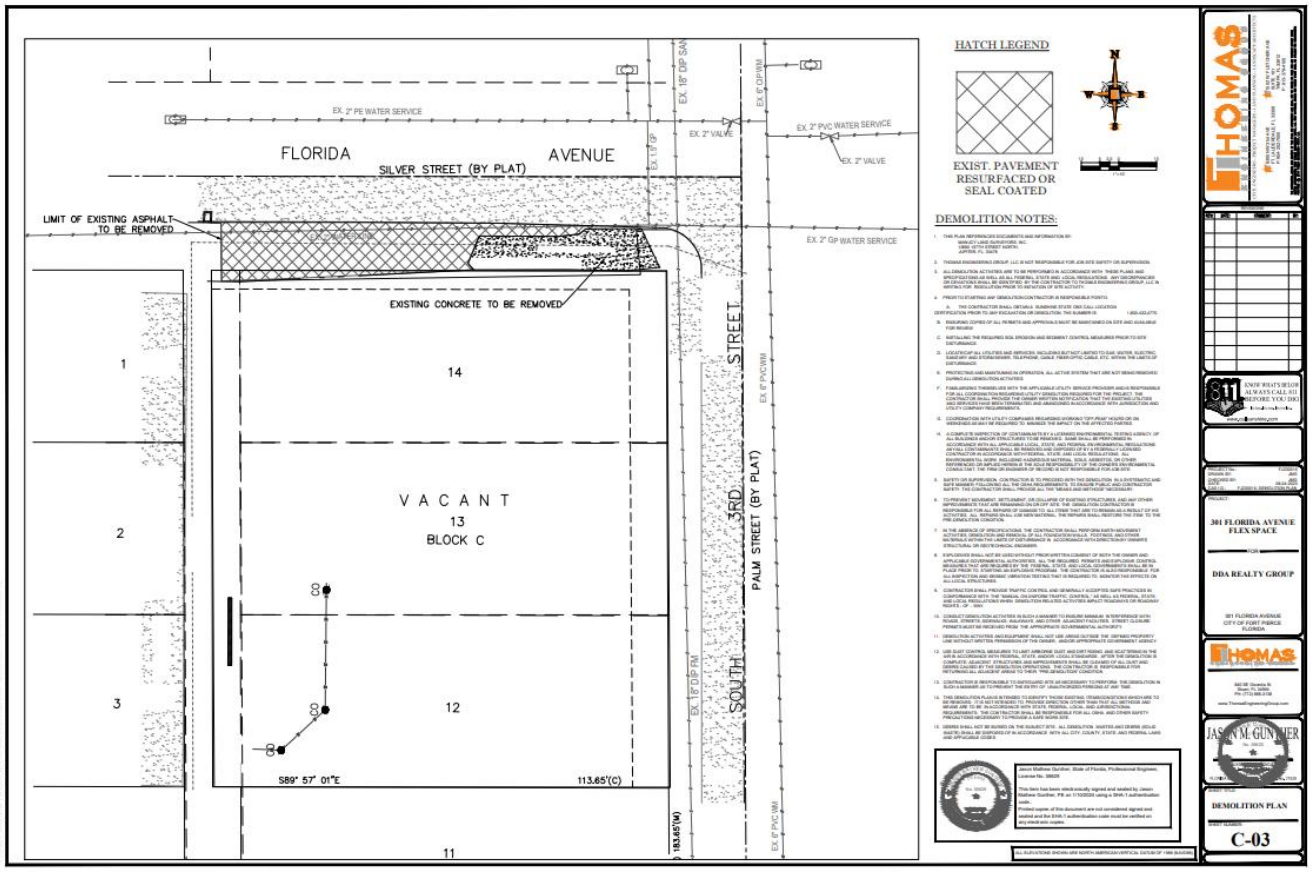


EXHIBIT G

Erosion Control Plan

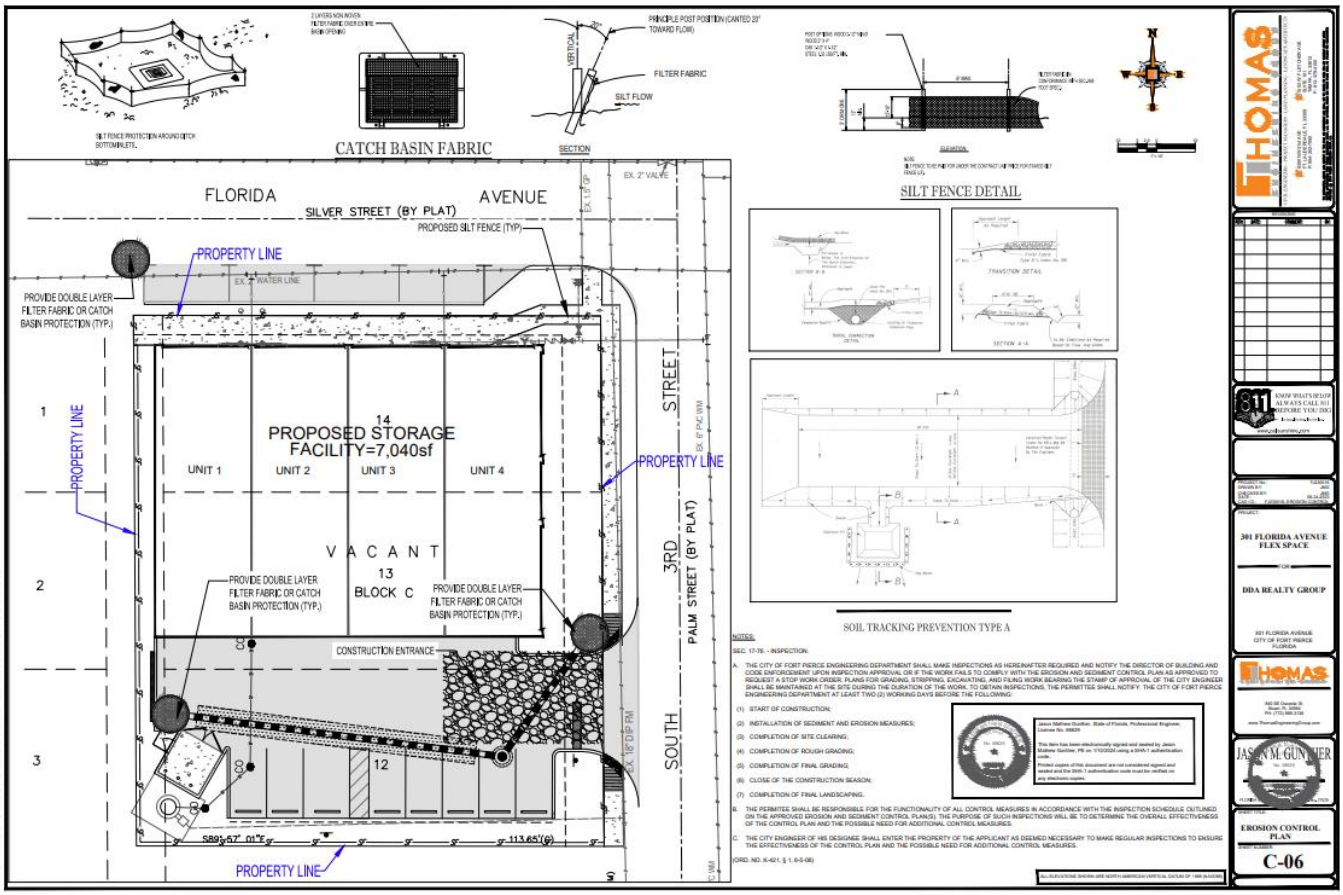


EXHIBIT H

Water, Sewer, and Utility Plan

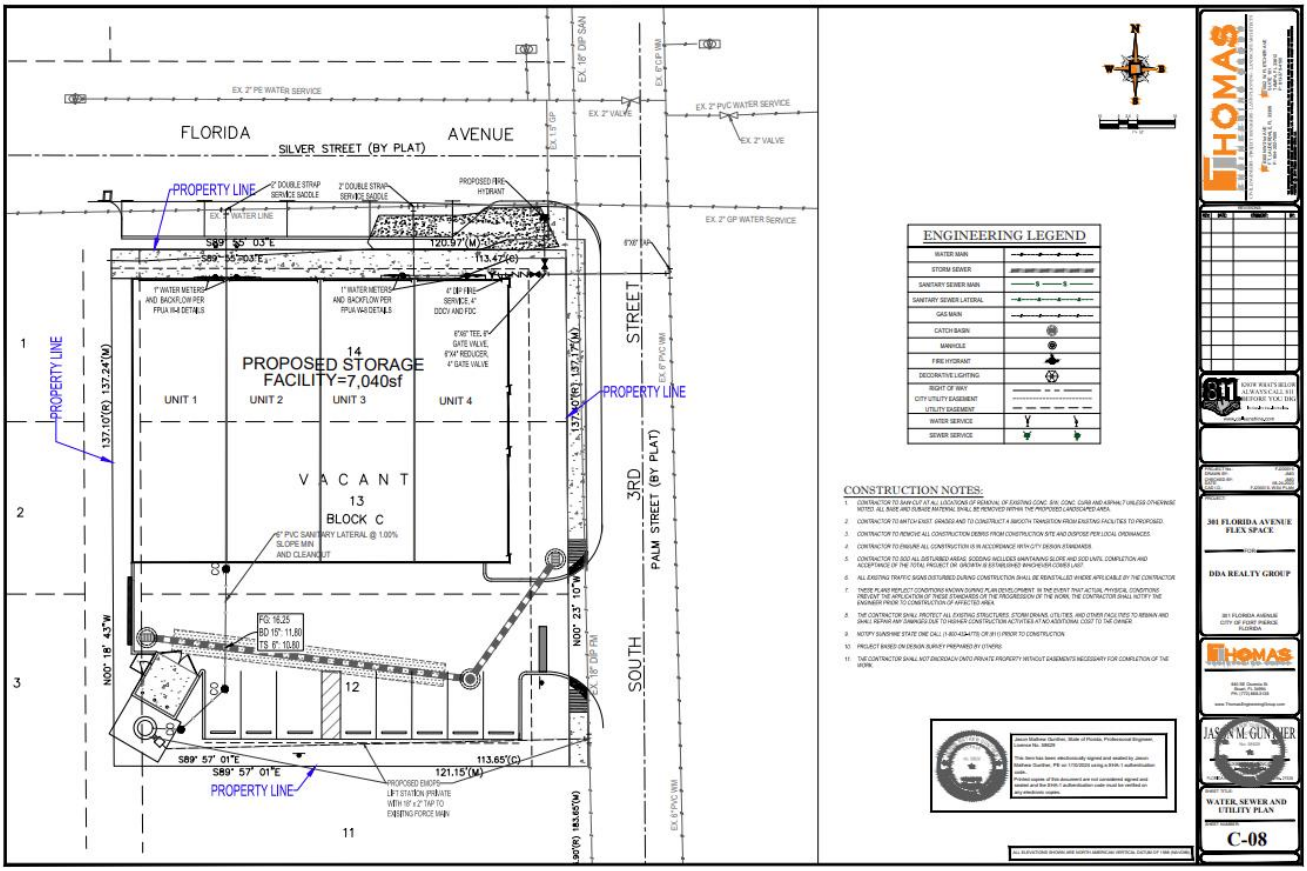


EXHIBIT I

Pavement Markings and Signage Plan

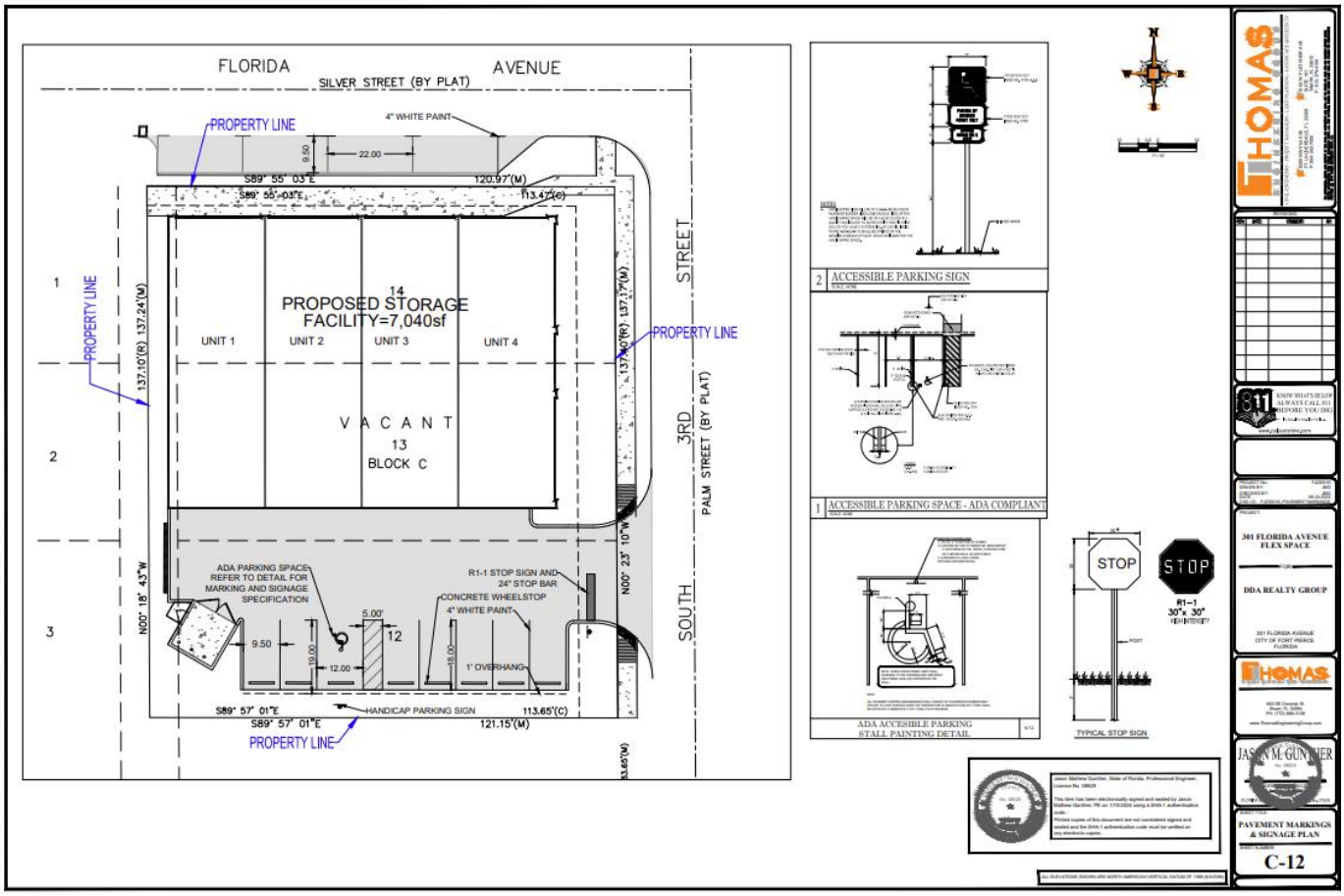


EXHIBIT J

Architectural Elevations

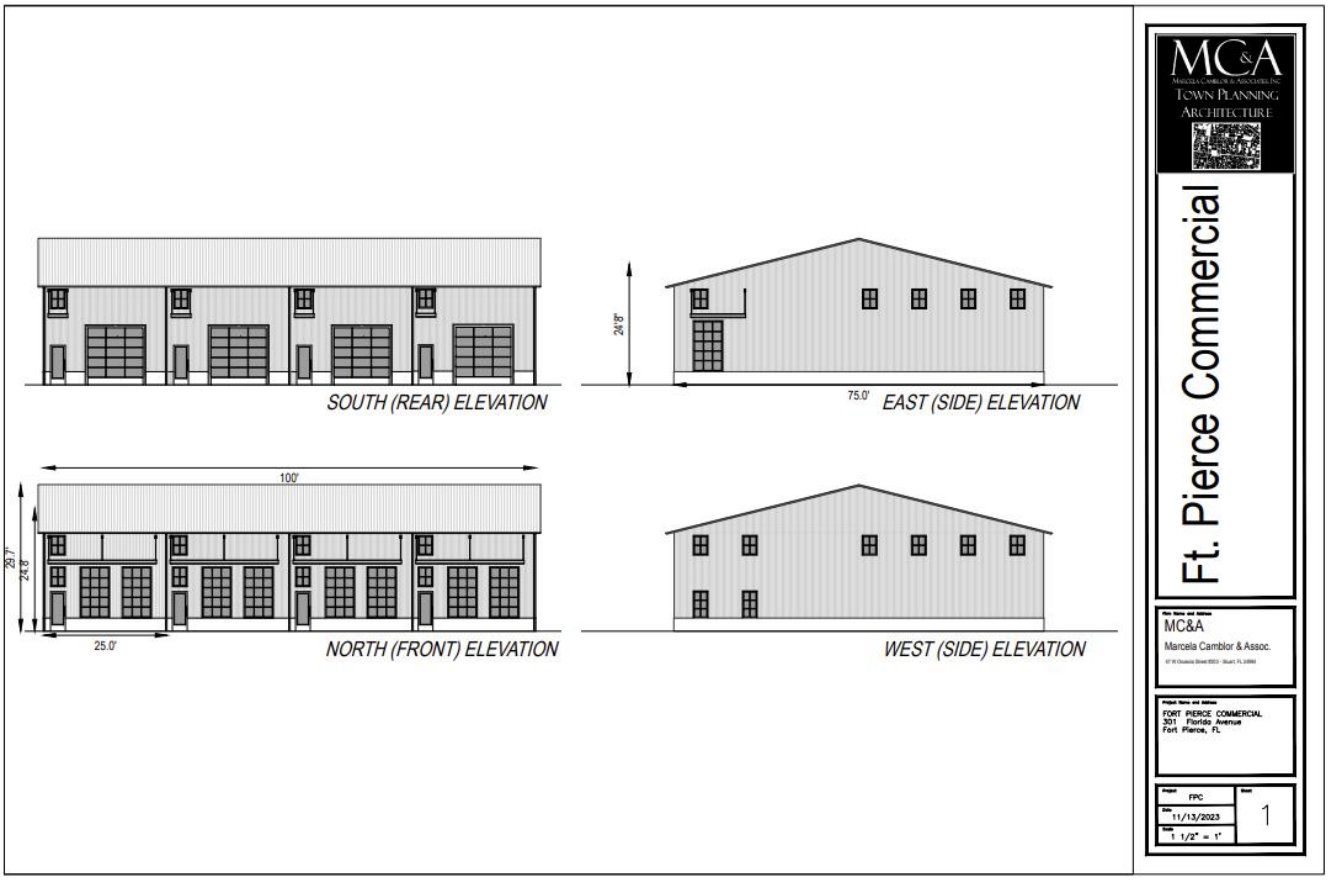


EXHIBIT K

Conditions of Development (PD Zoning)

1. 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.

2. 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.

3. All applicable state or federal permits shall be obtained before commencement of the development.

CITY OF FORT PIERCE

CITY COMMISSION

June 3rd, 2024

Fort Pierce Commercial- Rezoning to Planned Development (PD) site at 301 Florida Avenue

APPLICANT

Marcela Camblor & Associates

PROPERTY OWNER(S)

DDA Realty Group LLC

PARCEL ID #(S):

2410-711-0041-000-7

Request for review of an application for a Zoning Atlas Map Amendment of one (1) parcel of land to change the zoning classification from General Commercial (C-3) to Planned Development (PD).

SUMMARY

The request to change the zoning to PD is to accommodate a small 7,000 square-foot building for a commercial infill site, providing up to four (4) commercial (office warehouse) within the CRA.

The applicant has stated that they are seeking to develop this site in a manner that is conducive with a pedestrian friendly, urban commercial and industrial district. The front portion of the building will house retail/office space, providing an active use along the sidewalk.

On-street parking is incorporated to facilitate access for customers as well as to improve the public realm

SITE LOCATION

SITE AREA=
0.38 +/- Acres

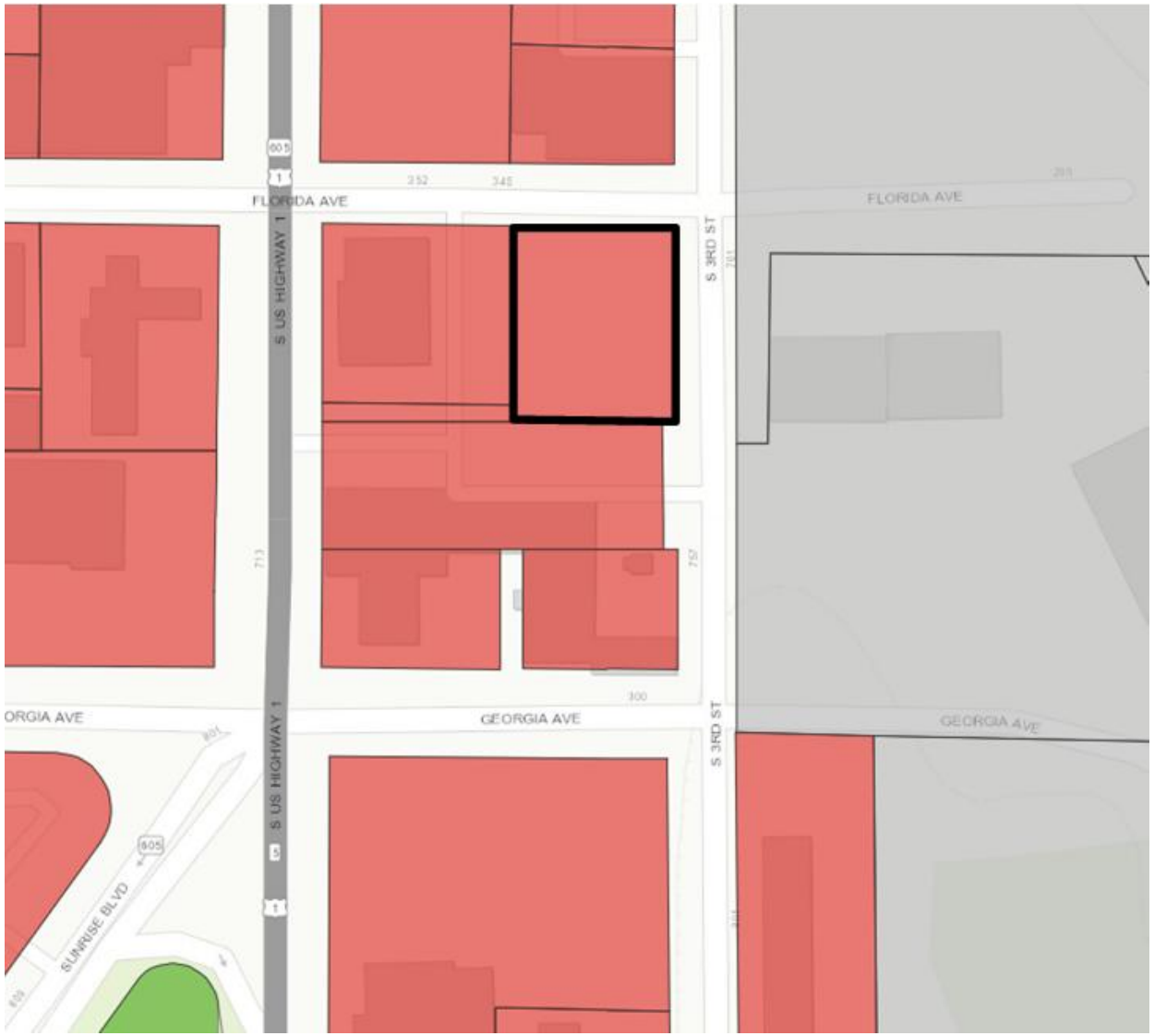
SITE LOCATION

FORT PIERCE REDEVELOPMENT AREA (FPRA)

SITE LOCATION – STREET VIEW

EXISTING FLU – NO CHANGE

Current FLU:
General
Commercial(CG)



Fort Pierce Commercial – PD(Rezoning) with Site Plan

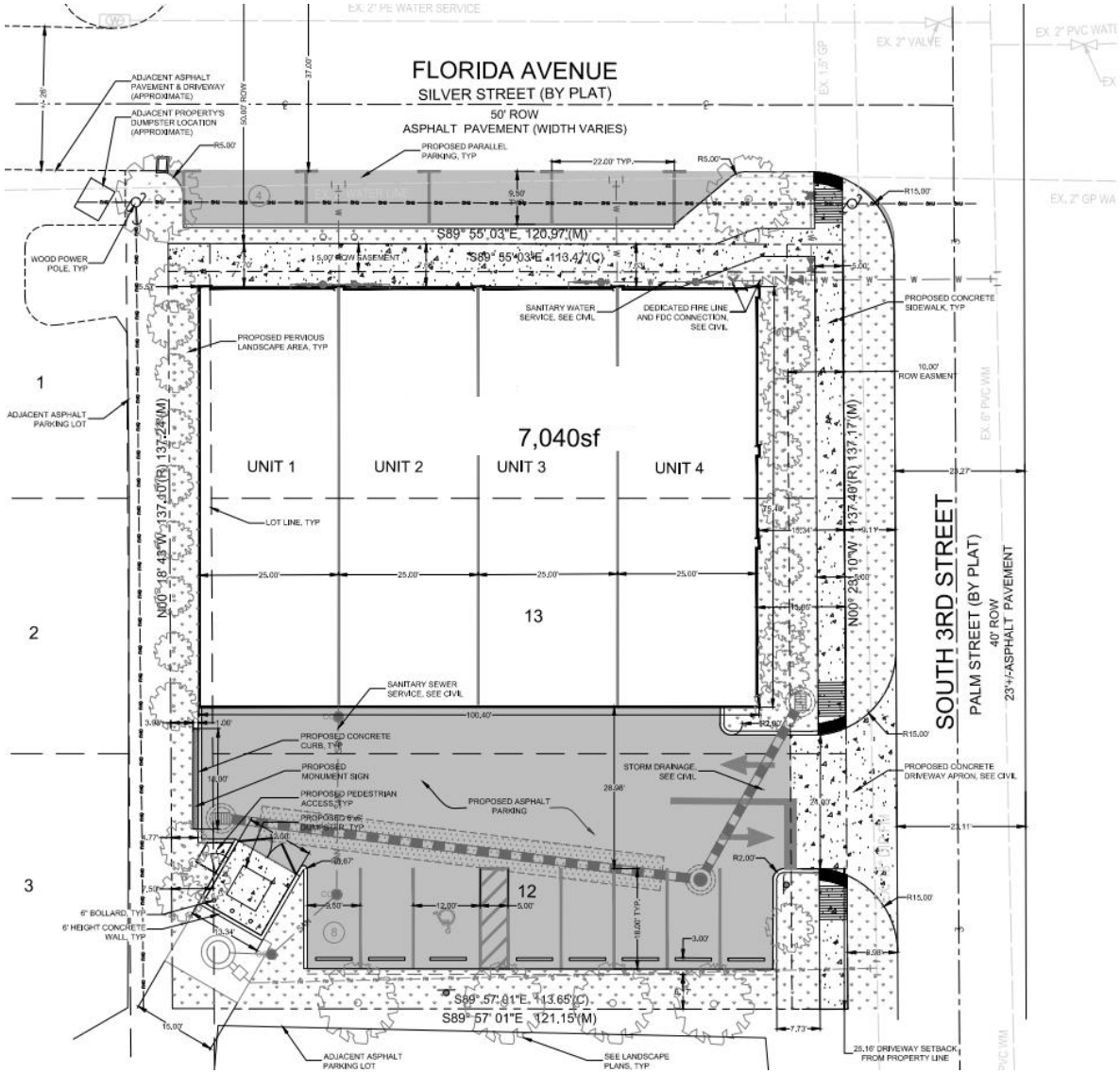
EXISTING/PROPOSED ZONING

Current Zoning:
C-3, Commercial
General

Proposed Zoning:
PD, Planned
Development

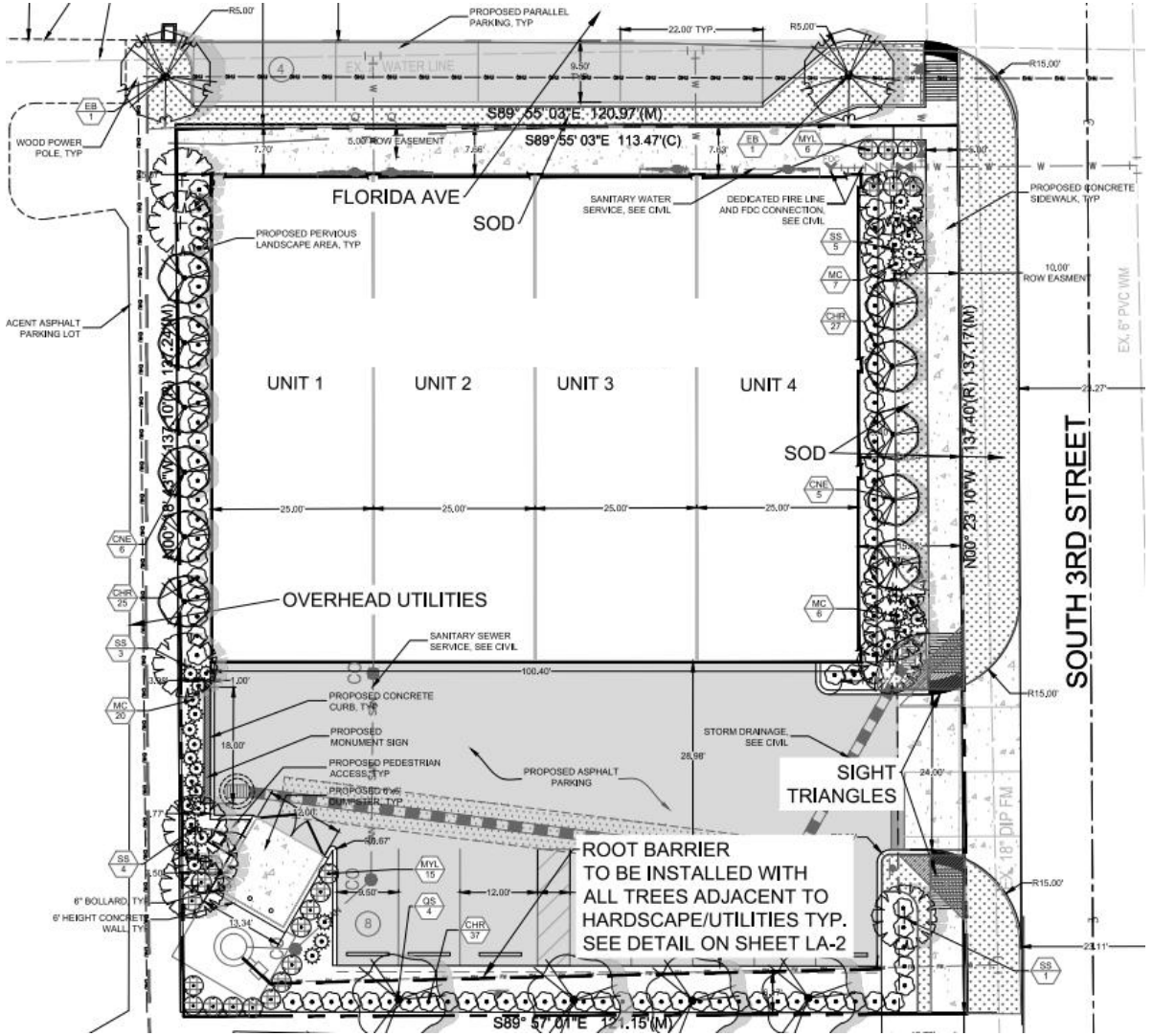
Fort Pierce Commercial – PD(Rezoning) with Site Plan

PROPOSED SITE PLAN



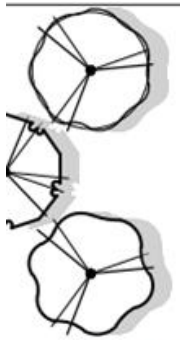
Fort Pierce Commercial – PD(Rezoning) with Site Plan

PROPOSED LANDSCAPING PLAN



Fort Pierce Commercial – PD(Rezoning) with Site Plan

PROPOSED LANDSCAPING SCHEDULE

	CNE	11	Conocarpus erectus `Sericeus`	Silver Buttonwood
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	QS	4	Quercus virginiana	Southern Live Oak
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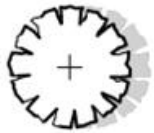	SS	12	Sabal palmetto	Sabal Palm
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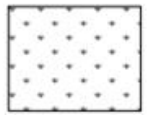
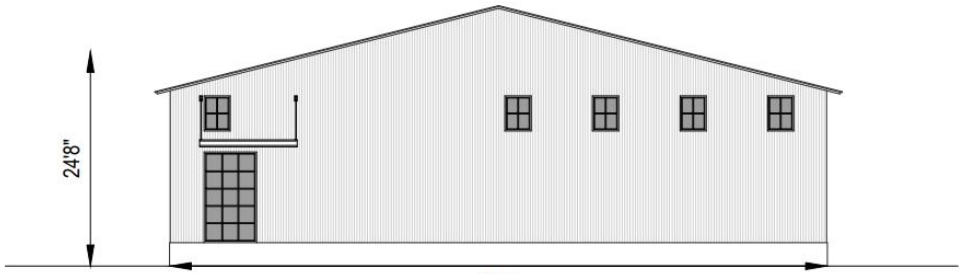
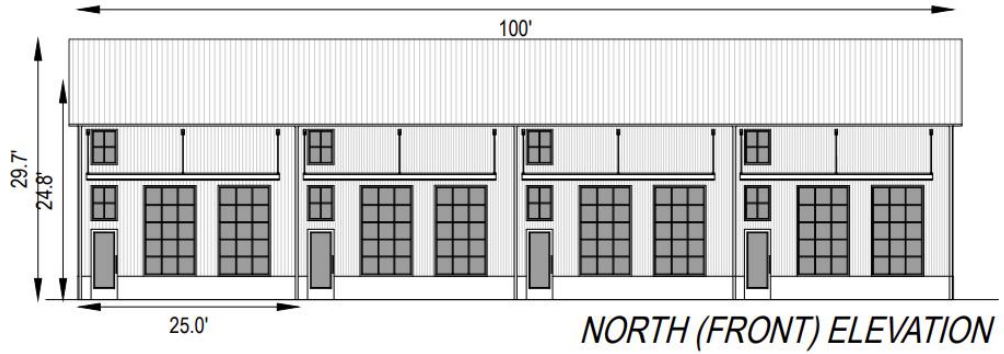
	MC	58	Muhlenbergia capillaris	Pink Muhly Grass
	MYL	20	Myrcianthes fragrans	Simpson`s Stopper
SOD/SEED	CODE	QTY	BOTANICAL NAME	COMMON NAME
	SOD	TBD	Paspalum notatum	Bahia Grass

PROPOSED ELEVATIONS

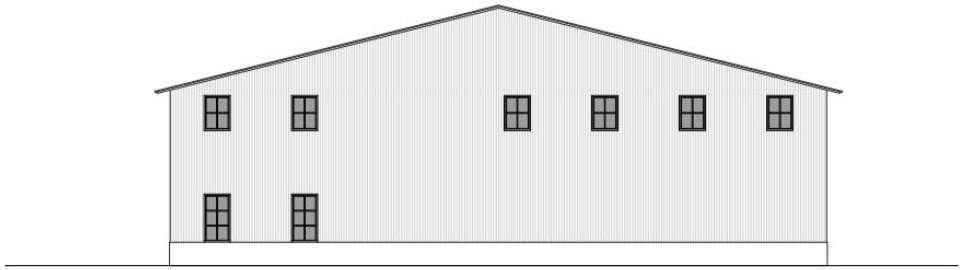
SOUTH (REAR) ELEVATION



EAST (SIDE) ELEVATION



NORTH (FRONT) ELEVATION



WEST (SIDE) ELEVATION

PROPOSED DESIGN - RENDERING

PROPOSED SITE PLAN

1. Minimum depth of front yard is required to be 25 feet and 8 feet is proposed.

2. Minimum depth for side and rear yards is required to be 15 feet and 5 feet side yard is proposed.

3. Maximum lot coverage in C-3 is 60% maximum. Proposed is 50% with a building and sidewalks. The remainder is open space and pervious materials.

4. Architecture is consistent with a contemporary industrial style

RECOMMENDATION

Zoning Atlas Map Amendment from C-3, Commercial General to PD, Planned Development with an associated Site Plan.

- Staff recommends **APPROVAL** of the request.

ALTERNATIVE CC ACTIONS

- **APPROVAL** of the proposed ZONING ATLAS MAP AMENDMENT with the associated site plan with alternative/additional conditions.

- **DENIAL** of the proposed ZONING ATLAS MAP AMENDMENT

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **FORT PIERCE COMMERCIAL – 301 FLORIDA AVENUE**

REVIEWER: **KEV FREEMAN, PLANNING DIRECTOR**

DATE: **5/23/2024**

STAFF REPORT

Owner: DDA Realty Group LLC

Applicant: Marcela Camblor & Associates

Requested Action: Request for review of an application for a Zoning Atlas Map Amendment of one (1) parcel of land to change the zoning classification from General Commercial (C-3) to Planned Development (PD).

Location: 301 Florida Avenue

Parcel IDs: 2410-711-0041-000-7

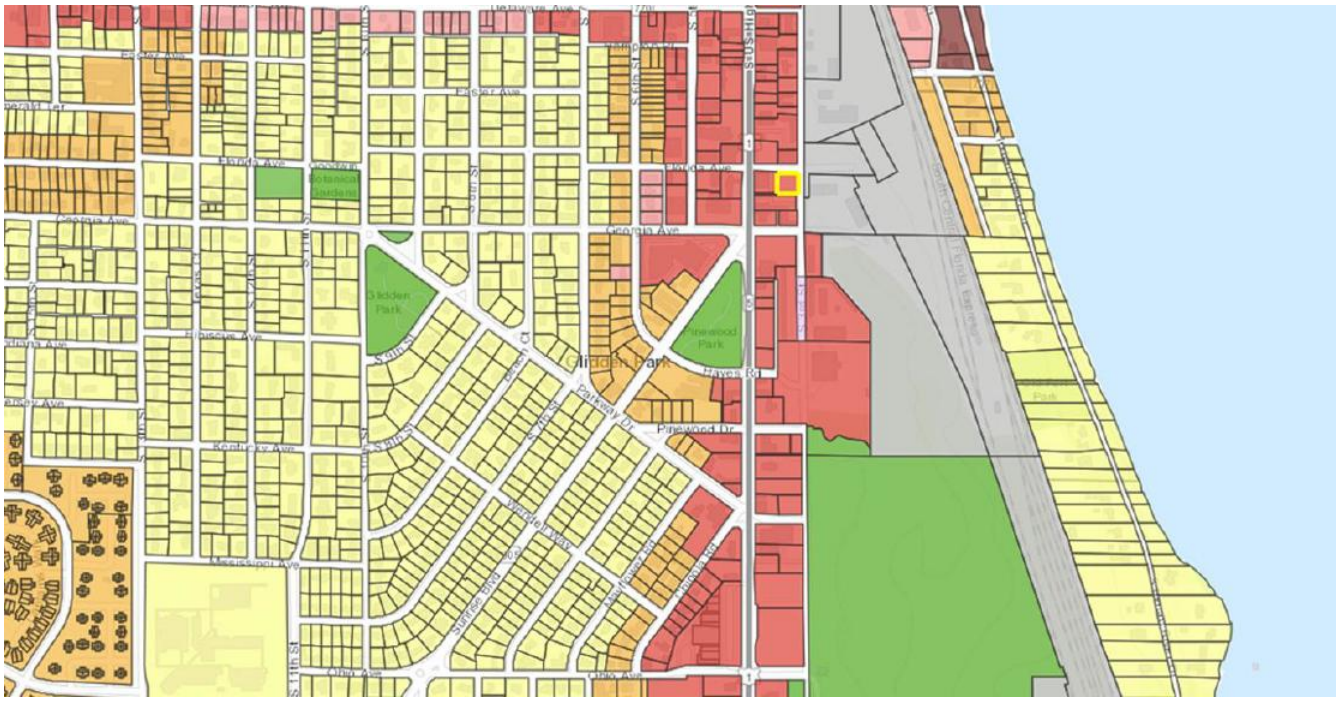
Current Zoning: General Commercial, C-3

Proposed Zoning: Planned Development, PD

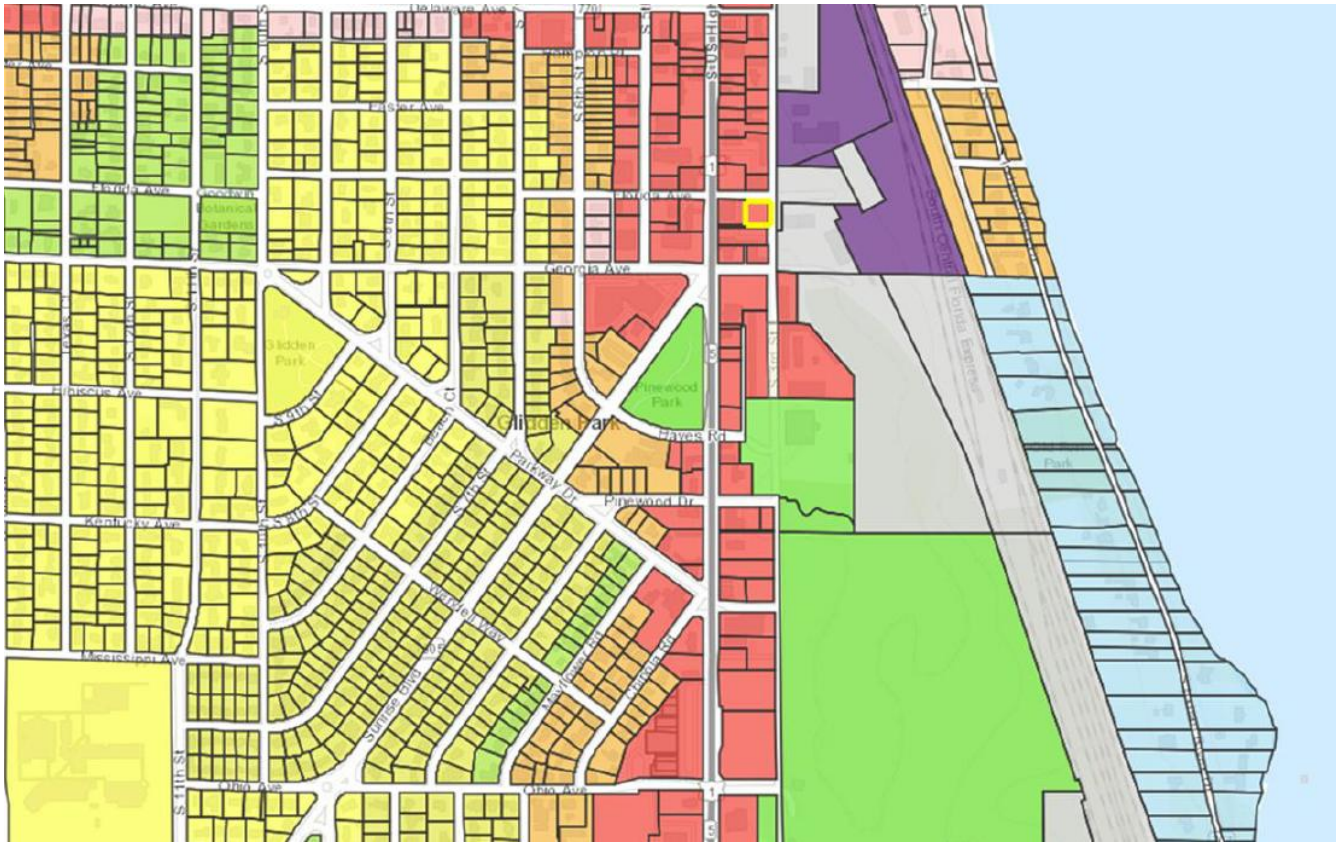
Future Land Use: General Commercial, GC

Location Map:

Future Land Use Map: General Commercial: GC



Zoning Map: C-3



Surrounding Zoning:

North	East	South	West
C-3	I-1	C-3	C-3

Site Area: +/- 0.52 acres

Street View

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for a Zoning Atlas Map Amendment of one (1) parcel of land to change the zoning classification from General Commercial (C-3) to Planned Development (PD).

The request to change the zoning to PD is to accommodate a small commercial infill site, providing up to
four commercial (office warehouse) units within the CRA. The project consists of a 7,000 square-foot building.
The structure will be separated into four (4) office/warehouses.
The reason for this rezoning to a PD is to ensure that this building can be constructed with setbacks that would not allow the sitting of the building which would be in keeping with the aims of the Redevelopment Area.

For further clarity, the applicant has stated the reasons such:
The exceptions that the PD will allow over a zoning of C-3 are as follows:
1. Minimum depth of front yard is required to be 25 feet and 8 feet is proposed.
2. Minimum depth for side and rear yards is required to be 15 feet and 5 feet side yard is proposed.

3. Maximum lot coverage is 60% required and 50% proposed with a building and sidewalks. The remainder is open space and pervious materials.

4. Architecture is consistent with a contemporary industrial style.

The applicant has stated that they are seeking to develop this site in a manner that is conducive with a pedestrian friendly, urban commercial and industrial district. The front portion of the building will house retail/office space, providing an active use along the sidewalk. On-street parking is incorporated to facilitate access for customers as well as to improve the public realm. A continuous sidewalk surrounds the portions of the building that engage the public ROW.

The PD District is intended to provide a process for the evaluation of individually planned developments, which are not otherwise permitted in the underlying zoning district. The PD District is a voluntary process commenced by an applicant for such zoning designation. The standards and procedures of this district are intended to promote flexibility of design and permit planned diversification and integration of uses and structures, while at the same time granting the city commission the absolute authority to establish such limitations and regulations as it deems necessary to protect the public health, safety, and general welfare.

The applicant has submitted all files pertaining to Section 125-212 for Planned Developments, and more specifically with Section 125-212 (C)(2) regarding the Site Plan.

Existing Conditions Design
Currently the land is vacant and does not contribute any benefit to the surrounding area.

Design
Florida Ave Elevation

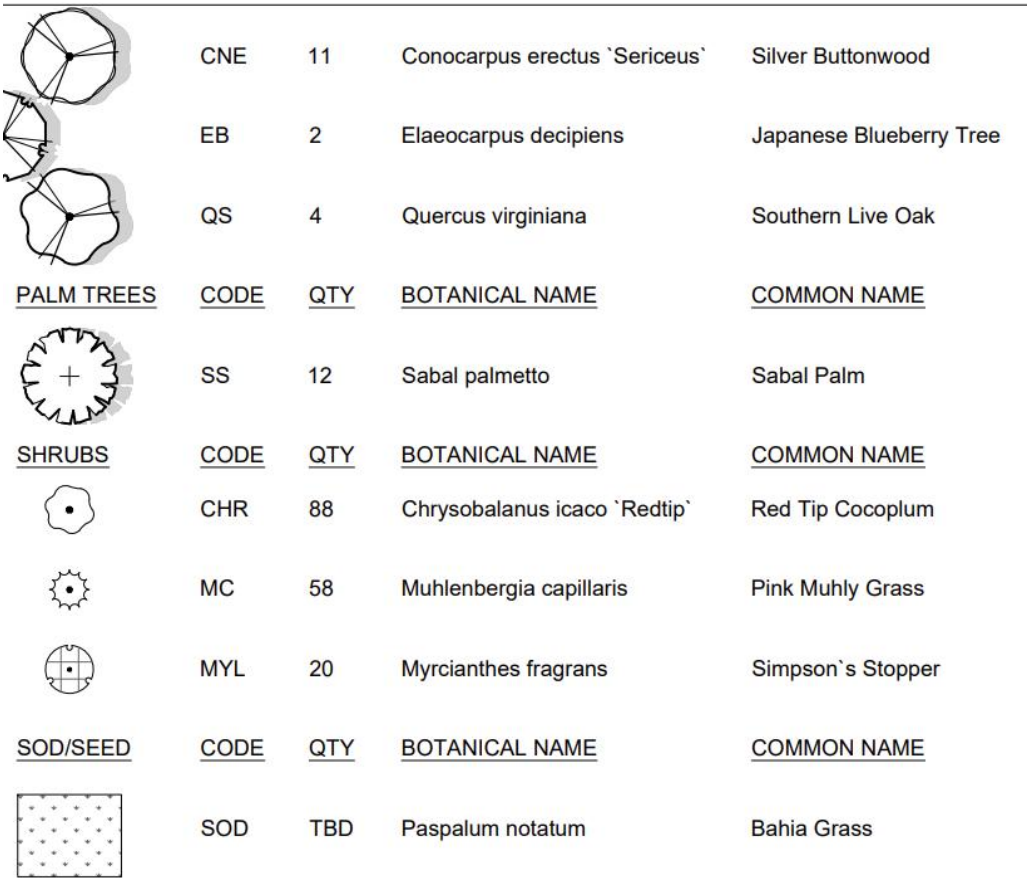
Comprehensive Plan

1.1.6 Policy:
B. General Commercial (GC): The General Commercial designation provides for higher intensity commercial developments or horizontal and vertical mixed-use developments. Uses allowed within this designation include multifamily residential, intensive, and general commercial, retail, service, offices, tourist/entertainment facilities, hotels/motels, parks and recreation, along with compatible public, quasi-public, and special uses. This land use designation allows for a maximum density of 15 dwelling units per acre and a maximum FAR of 1.0. Development shall include either commercial or mixed uses fronting major roadway corridors with higher intensity near major intersections. Residential uses may comprise up to 20 percent of the total floor area of the General Commercial future land use designation.

1.10 *Objective:*
The City shall promote economic growth through commercial and industrial development to create employment opportunities and increase the City's tax and economic base.

Stormwater Retention & Landscaping
The storm water and conceptual drainage plans were approved by the Engineering Department after multiple reviews. The Engineering department has made comments about the sidewalk and the applicant is aware that further detailed approval will be obtained during building permit and DPCR.

Landscaping
The landscaping meets Chapter 123 of the code of Ordinances with 17 hardwood trees, 12 palms and 143 shrubs proposed for the 0.38 +/- acre development.



	CODE	QTY	BOTANICAL NAME	COMMON NAME
	CNE	11	Conocarpus erectus `Sericeus`	Silver Buttonwood
	EB	2	Elaeocarpus decipiens	Japanese Blueberry Tree
	QS	4	Quercus virginiana	Southern Live Oak
PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME
	SS	12	Sabal palmetto	Sabal Palm
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME
	CHR	88	Chrysobalanus icaco `Redtip`	Red Tip Cocoplum
	MC	58	Muhlenbergia capillaris	Pink Muhly Grass
	MYL	20	Myrcianthes fragrans	Simpson`s Stopper
SOD/SEED	CODE	QTY	BOTANICAL NAME	COMMON NAME
	SOD	TBD	Paspalum notatum	Bahia Grass

Environmental Conditions
A wetland assessment was conducted by the applicant. The wetland assessment was conducted in accordance with the State of Florida's unified statewide methodology for the delineation of the extent of wetlands and surface

waters (CHAPTER 62-340 FAC -Delineation of the Landward Extent of Wetlands and Surface Waters.) and determined the following: There are no wetlands or surface waters, as defined under Ch. 62-340 FAC, on the subject property.

Historic Report
Historically the property was in St. Lucie County ownership and then the Fort Pierce Redevelopment Agency and sold to Costa Seafood & Grill, LLC in May 2023. The property lies within the Fort Pierce Redevelopment Area (FPRA) but is not within any special assigned district and has remained a vacant and undeveloped commercially zoned property. There are no properties identified as having special assigned districts or historic designations within proximity to the subject property. The surrounding area includes vacant commercial property to the north, existing restaurants and bars, auto repair businesses, and industrial lumber yard use to the east.

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.

Planning Board
At their April 8th, 2024, meeting, the Planning Board voted unanimously to move this Site Plan (Development and Design Review) to City Commission with a recommendation of approval subject to a number of conditions, which have subsequently been revised.

Staff Recommendation
Staff's recommendation is for the City Commission to motion to APPROVE the zoning atlas amendment to Planned Development zoning with three (3) conditions:

1. 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.

2. 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.

3. All applicable state or federal permits shall be obtained before commencement of the development.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Marcela Camblor and Associates
47 W Osceola St #203
Stuart, FL 34994

Subject: Rezoning PD and Site Plan (Development and Design Review) – 301 Florida Ave - Parcel IDs: 2410-711-0041-000-7 – Technical Review Committee Comments for December 21, 2023 TRC Meeting

City of Fort Pierce Planning Department

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. Stop signs, stop bars, and directional arrow striping will need to be placed in proper intersection locations throughout the property.

3. 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.

4. 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.

Fort Pierce Engineering Department

1. The City of Fort Pierce Code of Ordinances specifies that roadways classified as "local" shall have a minimum right-of-way width of 60'. S. 3rd Street currently has a substandard right-of- way width of 40' and Florida Avenue has a right-of-way width of 50'. Therefore, it is requested that the applicant provide a 10' right-of-way donation along S. 3rd Street (½ of the required 20') and 5' along Florida Avenue (½ of the required 10') as a part of the site plan approval process.

2. Provide a minimum 5' wide concrete sidewalk within the Florida Avenue right-of-way as it appears the current public sidewalk is located within the project property boundaries.

3. The survey and site plan shall indicate the paved Florida Avenue and S. 3rd Street roadways and the location of the Florida Avenue driveway for the property to the west of the project.

4. Provide a note on the site plan that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 119 and 125.

5. Provide the required 10' landscape strip between the building and the Florida Avenue right-of-way, the proposed parking and the south property line, and between the building and the west property line.

6. Indicate the driveway setback distance from the southerly property line.

7. The site plan shall include the parking lot aisle width adjacent to the parking stalls.

8. Update the dumpster to include the required pedestrian walk-thru access.

9. The site plan shall include a location map.

10. The required parking is identified as twelve spaces, yet the vehicle parking provided reflects eight spaces. Note: The proposed Florida Avenue on-street parking may not be included as provided parking as this is considered public parking and may not be dedicated to a particular entity.

11. Revise the site plan to provide the limits of the Florida Avenue paved roadway width once the on-street parking is constructed.

12. Revise the on-street parking to reflect an overall stall length of 22' as opposed to 19' as per the City of Fort Pierce Code of Ordinances Section 125-315(c)(l).

13. Where is the ultimate outfall for the project's stormwater collection system?

14. Revise the site plan to indicate a concrete driveway apron as per the requirements specified in the Code of Ordinances.

15. Provide a note on the site plan stipulating that all landscaping installed within the limits of the Florida Avenue right-of-way shall be maintained by the developer in accordance with an executed Landscape Memorandum of Agreement.

16. Update the Curb Ramp Detail to require the use of truncated concrete brick domed pavers, brick-red in color, as the detectable warning.

17. Relocate the proposed water meters and RPZ backflow preventers to be installed within the limits of the property and not within the Florida Avenue public R/W.

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. All new construction or alterations shall meet the requirements of the Florida Building Code 7th Edition.

3. Building Permit required.

4. Signed and sealed construction drawings required.

5. Must meet the following accessibility requirements: accessible route, handicapped parking spaces and means of egress.

6. Shall meet the Fire Prevention Code.

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: The TRC application for Fort Pierce Flex Office Space has been reviewed by the FPUA Water/Wastewater Engineering Dept. with the following comments:

Water and sewer are available to serve the property. Please submit three sets of construction

plans to this office for review and approval along with a plan review and commercial service application.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. Approved.

Please contact Sal Scimeca for electric customer requirements and project coordination.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

FPUA Gas: Approved. Natural Gas is available via S 3rd St.

FPUAnet Fiber: FPUAnet Approves. Fiber Internet Service – Is Available.
If client would like Fiber Internet Service from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for Fiber Internet requirements if service is desired.

St. Lucie County Fire District

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
Florida
ENGINEERING
DEPARTMENT

To : Ryan Altizer, Senior Planner

From: Tracy Telle, Assistant City Engineer TT

Re : 301 Florida Avenue – Ft. Pierce Flex Office Space Site Plan
TRC No. 23-43900004

Date : December 18, 2023

We have completed the review of the following documents as received by this office on December 7, 2023:

- [x] Rezoning and Site Plan
- [ ] Construction Drawings
- [ ] Test Reports & Related Documents
- [ ] Executed Construction Contract
- [ ] Record Drawings
  Clearances from all applicable Local,
  State and Federal Agencies
- [ ] Permits from applicable Local,

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend
- [ ] Variance Approval
- [x] Rezoning/Site Plan Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Engineering Site Plan Comments:

1. The City of Fort Pierce Code of Ordinances specifies that roadways classified as "local" shall have a minimum right-of-way width of 60'. S. 3rd Street currently has a substandard right-of-way width of 40' and Florida Avenue has a right-of-way width of 50'. Therefore, it is requested that the applicant provide a 10' right-of-way donation along S. 3rd Street (½ of the required 20') and 5' along Florida Avenue (½ of the required 10') as a part of the site plan approval process.
2. Provide a minimum 5' wide concrete sidewalk within the Florida Avenue right-of-way as it appears the current public sidewalk is located within the project property boundaries.
3. The survey and site plan shall indicate the paved Florida Avenue and S. 3rd Street roadways and the location of the Florida Avenue driveway for the property to the west of the project.
4. Provide a note on the site plan that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 119 and 125.
5. Provide the required 10' landscape strip between the building and the Florida Avenue right-of-way, the proposed parking and the south property line, and between the building and the west property line.
6. Indicate the driveway setback distance from the southerly property line.
7. The site plan shall include the parking lot aisle width adjacent to the parking stalls.
8. Update the dumpster to include the required pedestrian walk-thru access.
9. The site plan shall include a location map.
10. The required parking is identified as twelve spaces, yet the vehicle parking provided reflects eight spaces. Note: The proposed Florida Avenue on-street parking may not be included as provided parking as this is considered public parking and may not be dedicated to a particular entity.
11. Revise the site plan to provide the limits of the Florida Avenue paved roadway width once the on-street parking is constructed.
12. Revise the on-street parking to reflect an overall stall length of 22' as opposed to 19' as per the City of Fort Pierce Code of Ordinances Section 125-315(c)(1).
13. Where is the ultimate outfall for the project's stormwater collection system?
14. Revise the site plan to indicate a concrete driveway apron as per the requirements specified in the Code of Ordinances.
15. Provide a note on the site plan stipulating that all landscaping installed within the limits of the Florida Avenue right-of-way shall be maintained by the developer in accordance with an executed Landscape Memorandum of Agreement.
16. Update the Curb Ramp Detail to require the use of truncated concrete brick domed pavers, brick-red in color, as the detectable warning.
17. Relocate the proposed water meters and RPZ backflow preventers to be installed within the limits of the property and not within the Florida Avenue public R/W.

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THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Ryan Altizer, Senior Planner

FROM: Tracy Telle, Assistant City Engineer

RE : 301 Florida Avenue – Ft. Pierce Flex Office Space Site Plan
TRC No. 23-43900004

DATE : March 13, 2024

We have completed the review of the following documents as received by this office on February 28, 2024:

- [x] Rezoning and Site Plan
- [ ] Construction Drawings
- [ ] Test Reports & Related Documents
- [ ] Executed Construction Contract
- [ ] Record Drawings
  Clearances from all applicable Local,
  State and Federal Agencies
- [ ] Permits from applicable Local,

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend
- [ ] Variance Approval
- [x] Rezoning/Site Plan Approval
- [ ] C/O

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [x] See attached for comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

Engineering Site Plan Comments:

1. A revised site plan was not included in the resubmittal package. Please provide a copy of the revised site plan in order to verify the following outstanding comments have been addressed appropriately:
    a. Update the site plan to clearly indicate the width of the concrete sidewalks along Florida Avenue and S. 3rd Street. Also, please label the Florida Avenue sidewalk as it is difficult to ascertain the location. Please note that the back of the sidewalk should be situated at the back of the proposed 5' R/W easement line.
    b. Please situate the S. 3rd Street sidewalk so it is located within the proposed 10' R/W easement with the back of the walk situated at the western easement line.
    c. The ultimate outfall for the on-site drainage system is noted as a bubble-up structure into the "3rd Street swale system". Please be aware that a roadside swale does not currently exist in this area so the bubble-up structure will not be a viable option. Please state whether a direct connection to the Georgia drainage system is proposed or whether the site will retain the runoff generated during a 100 year – 1 day storm.
    d. The previous comment: *"The proposed water meters and RPZ backflow preventers are to be installed within the limits of the 7' wide Florida Avenue sidewalk. Although 2' of this sidewalk is located outside the proposed R/W easement, the City would request that the full width of the sidewalk be designated as City sidewalk and a 2' sidewalk easement be provided at the time of DPCR application. However, it should be noted that it may be more desirable to reduce the width of the sidewalk to 5' and leave the 2' as green space which would allow the placement of the meters and backflow preventers within this strip of land as the potable water appurtenances would not be allowed to be placed within the limits of the Florida Avenue public sidewalk."*
    e. **Advisory Comments:**
        i. The previous comment *"The survey and site plan shall indicate the paved width of the Florida Avenue and S. 3rd Street roadways and the location of the Florida Avenue driveway for the property to the west of the project."* shall be addressed at the time of Development Permit Compliance Review (DPCR).
        ii. Prior to DPCR approval a Landscape Maintenace Memorandum of Agreement shall be provided for all landscaping and/or irrigation installed within the limits of the public rights-of-way.
        iii. The previous comment *"Provide the required 10' landscape strip between the building and the Florida Avenue right-of-way, the proposed parking, and the south property line, and between the building and the west property line."* was addressed by stating the development was proposing a deviation from this requirement based on the request of a Planned Development designation. This department does not object to the request along S. 3rd Street as there would remain 5.5' of landscaping between the building and the R/W should S. 3rd Street be developed. However, we would like to point out should Florida Avenue may be improved in the future and if the designated 5' R/W easement is utilized there would be little remaining of a perimeter landscaping buffer as the building is only 2.7' from the R/W easement line. Engineering recommends that at least 5.0' of landscaping be provided or an additional 2.3' added to the current setback

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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: # 23-43900004

Rezoning - Planned Development with Site Plan - Ft Pierce Flex Office Space - 301 Florida Ave

Comments

FPUA W/WW Engineering: The TRC application for Fort Pierce Flex Office Space has been reviewed by the FPUA Water/Wastewater Engineering Dept. with the following comments:

Water and sewer are available to serve the property. Please submit three sets of construction plans to this office for review and approval along with a plan review and commercial service application.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.

Please contact Sal Scimeca for electric customer requirements and project coordination.

Sal Scimeca
Engineering Technician III
Electric & Gas Engineering
Fort Pierce Utilities Authority
sscimeca@fpua.com
772.466.1600 ext. 6957

FPUA Gas: Approved. Natural Gas is available via S 3rd St.

FPUAnet Fiber: FPUAnet **Approves.** Fiber Internet Service **– Is Available.**
If client would like **Fiber Internet Service** from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for **Fiber Internet** requirements if service is desired.

Developer Letter.pdf

CITY OF FORT PIERCE
TECHNICAL REVIEW COMMITTEE

AGENDA

Regular Meeting of the Fort Pierce Technical Review Committee to be held Thursday, December 21, 2023 at 10:00 a.m. in the William D. Dannahower, 2nd Floor Conference Room, 100 North U.S. Highway 1.

1. **New Business:**

   a. 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

   b. Temporary Use - 40 Foot Container - 204 N. 17th Street

   c. Rezoning - Planned Development with Site Plan - Fort Pierce Flex Office Space - 301 Florida Avenue

   d. Minor Site Plan - Native Roofing - 3616 Okeechobee Road

   e. Minor Site Plan Amendment - Firehouse Youth Center - 5300 Melville Road

   f. Major Site Plan Amendment - Ocean Village Pickleball Courts - 2400 S. Ocean Drive

   g. Site Plan - Embassy Village Apartments - 1910 S. Jenkins Road

   h. Site Plan - Holy Family Veterinary Hospital - 514 N. US Highway 1

   i. Variance - FPUA Parking Lot Landscaping - Parcel ID(s): 2410-701-0072-010-5, 2410-701-0075-000-3

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
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Temporary Use - 40 Foot Container - 204 N. 17th Street

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
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Rezoning - Planned Development with Site Plan - Fort Pierce Flex Office Space - 301 Florida Avenue

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves 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.

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☑ 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
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Minor Site Plan - Native Roofing - 3616 Okeechobee Road

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.

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- ☐ 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
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Minor Site Plan Amendment - Firehouse Youth Center - 5300 Melville Road

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.

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- ☑ Handicapped parking spaces
- ☐ Means of egress

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- ☐ Shall include a signed and sealed comprehensive drawing, detailing how the building and elements will comply with the Florida Building Code requirements.

MEP

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- ☐ 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
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Major Site Plan Amendment - Ocean Village Pickleball Courts - 2400 S. Ocean Drive

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

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- ☐ 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.

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☐ 11. Open permits, requiring attention exist.

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- ☐ 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
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Site Plan - Embassy Village Apartments - 1910 S. Jenkins Road

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.

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- ☐ 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
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Site Plan - Holy Family Veterinary Hospital - 514 N. US Highway 1

Please be advised that the project may trigger the requirements indicated below:

☑ 1. Building Official or his representative has no comment at the time of this meeting, but reserves 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.

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☐ 15. Other

Additional Comments/Requirements:

Building Official's or Representative's Signature _____ Date: 12/19/23

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 12.21.23
Property Address: Variance - FPUA Parking Lot Landscaping - Parcel ID(s) 2410-701-0072-010-5, 2410-701-0075-000-3

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.

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- ☐ 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
CITY ATTORNEY'S OFFICE
Florida

TO: Kev Freeman, Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Rezoning (PD) - Fort Pierce Commercial Flex - 301 Florida Avenue FORM and CORRECTNESS

CAO RLS FILE: RLS 24-189

DATE: May 15, 2024

I have reviewed the above Request for Legal Services (RLS) related to the rezoning of the parcel at 301 Florida Avenue to Planned Development (PD). This is a follow-up RLS to RLS 24-160. In reviewing the drafted Ordinance, I made suggested changes to the Ordinance as follows:

1. I have moved the list of Exhibits contained in the drafted Section 3 to Exhibit 2 to make them requirements that must be followed by the property owner as a condition of the rezoning.
2. I have deleted the drafted Section 3, since it was incorporated into Section 2.
3. The Sections were renumbered.
4. The Exhibits were edited to have consistent formatting.

I have uploaded a Track Changes Version and a Clean Copy Version to Agenda Quick for your review. I was not able to change the exhibits in the Track Changes version due to the formatting in place. I had to recreate each exhibit and make the corrections on the Clean Copy version itself. Please review all exhibits for correctness.

With the suggested changes incorporated and your approval of the exhibits, the Clean Copy Version is approved as to form and correctness.

I will note the Site Plan does not appear to strictly comply with all requirements of section 125-314 of the Code of Ordinances, however, those deficiencies may be alleviated by the newly attached exhibits.

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

Thank you.
SH/mm

MARCELA CAMBLOR & ASSOCIATES, INC
Town Planning • Architectural Design

Hand Delivery

November 13, 2023

Kev Freeman,
Development Director,
City of Fort Pierce
100 N. US Highway 1,
Fort Pierce,
Florida, 34950

Re: Fort Pierce Commercial – Development Review Site Plan Application
PID: 2410-711-0041-000-7
Address: 301 Florida Avenue, Fort Pierce, FL

Dear Kev,

Please accept the Development Review Site Plan Application for 0.38-acre vacant commercial property located at 301 Florida Avenue in Fort Pierce. A check for $1,890.00 is also included as a non-residential site plan for less than 10,000 square feet.

The subject property existing Future Land Use (FLU) is General Commercial, and the current Zoning is (GC) and zoning is C3. The site is within the Fort Pierce Redevelopment Area (CRA) and outside of any special district designations. Concurrent applications have been submitted requesting a rezoning of the property from General Commercial C-3 to Planned Development Zone (PD) and Design Review to accommodate a small commercial infill project.

Included in support of the site plan development review application are the following materials as three paper sets and one electronic USB prepared in accordance with the application checklist and consistent with Land Development Ordinance Sec, 125-212.Planned Development Zone (PD) subsection (c) Application Requirements:

0. Cover Letter.
1. Application Form.
2. Warranty Deed & Legal Description.
3. SLC Property Record Card.
4. Project Narrative & Statement.
5. Current Survey.
6. PD Site Plan.
7. Landscaping Plan.
8. Traffic Impact Study.
9. Conceptual Drainage Plan.
10. Environmental Impact Report.
11. Lighting Plan – to follow.
12. Design Review Submittals (Separate Application provided).
13. Aerial Photo of property.
14. Detailed location sketch with section, township, and range – as per survey.
15. Identification of Positive Outfall – as per civil plans & drainage statement.
16. Drainage basin details – as per drainage statement & civil plans.
17. Preliminary drainage information – as per drainage statement & civil plans.
18. Illustrative plan of existing vegetative conditions on site – see landscape plan & environmental report.

We trust the attached updated application materials are acceptable for staff to be able to complete the necessary reviews ahead of working with our team to schedule the necessary public hearings. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Marcela Camblor-Cutsaimanis, AICP
Principal, Marcela Camblor & Associates, Inc.

Encl.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DEVELOPMENT REVIEW

Property Information

Property address or Location 301 Florida ave Fort Pierce

Parcel ID #(s) 2410-711-0041-000-7

Project description _____

Application Type

☒ Site Plan ☐ Conditional Use w/New Construction ☐ Conceptual Development Plan

☐ Minor Amendment ☐ Major Amendment

Site Information

Non-Residential: Proposed Sq. Ft.: 7 040sf Site Acreage: 0.38 acre

Residential: Proposed Units: _____ Proposed Sq. Ft.: _____ Site Acreage: _____

DDA Realty Group LLC
Property Owner(s)

11166 SW Lunata way
Street Address

Port St Lucie FL 34987
City State Zip

516-779-7303
Phone Number

Gothamplumbing@gmail.com
Email Address

Marcela Camblor & Associates
Applicant/Representative, Title, Company

47 W Osceola St #203
Street Address

Stuart FL 34994
City State Zip

772 708 1108
Phone Number

marcela@marcelacamblor.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.*

Anthony Dhri
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)

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5193136 OR BOOK 4990 PAGE 2485, Recorded 05/17/2023 09:31:59 AM Doc Tax: $945.00

Prepared by and return to:
Lee Tilton, Esquire
Attorney at Law
Tilton & Tilton Law, P.A.
1935 NE Ricou Terrace
Jensen Beach, FL 34957
772-334-3305
File Number: 83-23
Parcel Identification No. 2410-711-0041-000-7

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **16th** day of **May, 2023** between **Costa Seafood & Grill, LLC, a Florida Limited Liability Company, a Florida Limited Liability Company,** whose post office address is **722 SOUTH U.S. HIGHWAY 1, Fort Pierce, FL 34950** of the County of **Saint Lucie**, State of **Florida**, grantor*, and **DDA REALTY GROUP LLC, a Florida Limited Liability Company** whose post office address is **11166 SW LUNATA WAY, Port Saint Lucie, FL 34987** of the County of **Saint Lucie**, State of **Florida**, grantee*,

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:

> **Lots 12, 13 and 14, Block C, Boulevard Development Company Re-subdivision in City of Fort Pierce, according to the map or plat thereof as recorded in Plat Book 3, Page 3, Public Records of Saint Lucie County, Florida. Together with the East 1/2 of vacated ally abutting on the West.**
>
> **Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

C. Tilton
Witness Name: Claudia Tilton

Witness Name: Lee Tilton

Witness Name: Lee Tilton

C. Tilton
Witness Name: Claudia Tilton

COSTA SEAFOOD & GRILL, LLC, a Florida Limited Liability Company

By: Luis Rodriguez
Luis A. Rodriguez Murguia, Member

By: Stephanie Rodriguez
Stephanie O. Rodriguez, Member

State of Florida
County of Martin

The foregoing instrument was acknowledged before me by means of [X] physical presence (LT) or [ ] online notarization, this 12th day of May, 2023 by Luis A. Rodriguez Murguia, Member ~~and Stephanie O. Rodriguez, Member~~ of COSTA SEAFOOD & GRILL, LLC, a Florida Limited Liability Company, on behalf of the company, who [ ] are personally known to me or [X] have produced a driver's license as identification.

[Notary Seal]

ALLAN LEE TILTON JR. MY COMMISSION EXPIRES JANUARY 12, 2024 #GG 946422 Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Printed Name: _____

My Commission Expires: _____

State of Florida
County of Martin

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15th day of May, 2023 by Stephanie O. Rodriguez, Member of COSTA SEAFOOD & GRILL, LLC, a Florida Limited Liability Company, on behalf of the company, who [ ] are personally known to me or [X] have produced a driver's license as identification.

[Notary Seal]

ALLAN LEE TILTON JR. MY COMMISSION EXPIRES JANUARY 12, 2024 #GG 946422 Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Printed Name: _____

My Commission Expires: _____

Property Identification

Site Address: 301 FLORIDA AVE
Sec/Town/Range: 10/35S/40E
Parcel ID: 2410-711-0041-000-7
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 23764
Map ID: 24/10S
Zoning: General Co

Ownership

DDA Realty Group LLC
11166 SW Lunata WAY
Port St Lucie, FL 34987

Legal Description

BLVD DEV CO`S S/D BLK C LOTS 12, 13 AND 14 AND E 1/2 OF VAC ALLEY ADJ ON W (MAP 24/10F)

Current Values

Just/Market Value:	$80,300
Assessed Value:	$54,329
Exemptions:	$0
Taxable Value:	$54,329

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Total Areas

Finished/Under Air (SF):	0
Gross Sketched Area (SF):	0
Land Size (acres):	0.38
Land Size (SF):	16,617

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

Taxes for this parcel: SLC Tax Collector's Office
Download TRIM for this parcel: Download PDF

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2023 Saint Lucie County Property Appraiser. All rights reserved.

Fort Pierce Flex Building
Development Review – Site Plan
Justification Statement/Project Description

The Fort Pierce flex building commercial project is proposed on a 0.38 acre site located at 301 Florida Avenue in Fort Pierce. The site is vacant and bounded by commercial uses to the west and south, and industrial warehouse uses to the east and north.

The subject property existing Future Land Use (FLU) is General Commercial, and the current Zoning is (GC) and zoning is C3. The site is within the Fort Pierce Redevelopment Area (CRA) and outside of any special district designations. A request to rezone the property from General Commercial C-3 to Planned Development Zone (PD) to accommodate a small commercial infill project. This project consists of a 7000 square foot, non-residential building with up to four commercial (office warehouse), provided urban flex space within the CRA. Design of the project is consistent with traditional urban siting, however, since the area lacks CRA-specific regulations, the request to rezone to the Planned Development Zone (PD) to achieve CRA-consistent building placement is necessary.

To accommodate a commercial development on the vacant 0.38-acre subject property located within the CRA, exceptions from the standard C-3 zoning ordinance and land development code for features of the proposed development plan include:

1. Minimum depth of front yard is required to be 25 feet and 8 feet is proposed.
2. Minimum depth of for side and rear yards is required to be 15 feet and 5 feet side yard is proposed.
3. Maximum lot coverage, 60% required and 50% proposed with building and sidewalk. The remainder is open space and pervious materials.
4. Architecture is consistent with a contemporary industrial style.

The land areas adjacent to the proposed Planned Development are Commercial General land uses and C-3 zoning district designations to the north, south, and west of the subject property. To the east the land use is Industrial and has a I-1 zoning district designation. The surrounding area consists of primarily industrial and commercial uses, with a vacant building to the north of Florida Avenue. The proposed development will introduce a modern industrial design in an area where commercial activity is the primary use within the area. The project occupies a corner lot with Florida Avenue along the northern property line and SW 3rd Street along the eastern property line. Although the property lies within the CRA a number of the buildings within the area are industrial/heavy commercial uses including a lumber yard to the east of SW 3rd Street and an old vacant commercial building to the north.

The character of the proposed development is consistent with the development objectives of city and the city's comprehensive plan. More specifically, the applicant is seeking to develop the site in a manner that is conducive with a contemporary, pedestrian friendly, urban commercial

and industrial district. The proposed building is close to, and engages a wide sidewalk and the public realm with loading and parking occurring from the rear. The front portion of the building will house retail/office space, providing an active use along the sidewalk. On-street parking is incorporated to facilitate access for customers as well as to improve the public realm. A continuous sidewalk surrounds the portions of the building that engage the public ROW.

The proposed building and its intended use provide market variety, appropriate intensity and complementary building type transition between the commercial uses along US1 and the industrial uses to the east, while remaining compatible with the surrounding neighborhood. The proposed architecture is contemporary industrial style.

This project embeds innovative infill strategies that add value to the area by elevating and defining architectural standards of commercial and industrial buildings while introducing the concept of placemaking in workplace districts.

Stormwater is addressed through an urban bioswale to the west of the building.

The applicant intends to lease the proposed commercial units.

The project will be constructed as a single-phased development. Construction of the project is intended to be within the timelines afforded to a PD approval with the attached development schedule confirming anticipated timelines.

The applicant will work with staff to provide any agreement, provisions and covenants to govern the use, maintenance, and continued protection of the planned development, including use of any of the common space and other shared areas.

Attached is a site plan with information included consistent with Section 125-212 Planned Development Zone (PD) (c)(2) Site Plan.

The PD is consistent with the St. Lucie County Comprehensive Plan policies and objectives for a property within a commercial area.

TARGET SURVEYING, LLC

6250 N. Military Trail, Suite 102
West Palm Beach, FL 33407
Phone 1: 561-640-4800
Phone 2: 1-800-226-4807
Fax 1: 561-640-0576
Fax 2: 1-800-741-0576

Invoice

To: TILTON & TILTON LAW, P.A.
Survey Number: 584921
Order Date: 4/20/2023
Deliver To Attn: LEE TILTON
Deliver To: TILTON & TILTON LAW, P.A.
1935 N.E. RICOU TERRACE
JENSEN BEACH, FL 34957

Property Address: 301 FLORIDA AVENUE
FORT PIERCE, FL 34950

Buyers: DDA REALTY GROUP LLC
Sellers: COSTA SEAFOOD & GRILL, LLC
Client File #:

Item	Description	Amount
Survey	Survey	$350.00

Invoice Total	$350.00
Amount Invoiced To Date:	$350.00
Amount Paid To Date:	$0.00
Total Amount Due:	$350.00

To pay with a credit card please use this link https://securepayment.link/targetsurveying

LEGAL DESCRIPTION AND CERTIFICATION

LOTS 12, 13, AND 14, BLOCK C, OF BOULEVARD DEVELOPMENT COMPANY RESUBDIVISION IN CITY OF FORT PIERCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 3, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA. TOGETHER WITH EAST 1/2 OF VACATED ALLEY ABUTTING ON THE WEST.

Community Number: 120286 CITY OF FORT PIERCE Panel: 1211C0179 Suffix: K F.I.R.M. Date: 2/19/2020 Flood Zone: AH Field Work: 4/26/2023

Certified To:
DDA REALTY GROUP LLC; TILTON & TILTON LAW, P.A.; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Property Address:
301 FLORIDA AVENUE
FORT PIERCE, FL 34950

Survey Number: 584921

Client File Number:

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT
A/C	AIR CONDITIONER
B.M.	BENCH MARK
B.R.	BEARING REFERENCE
(C)	CALCULATED
Δ	CENTRAL / DELTA ANGLE
CH	CHORD
(D)	DEED / DESCRIPTION
D.E.	DRAINAGE EASEMENT
D.H.	DRILL HOLE
D/W	DRIVEWAY
E.O.W.	EDGE OF WATER
F.C.M.	FOUND CONCRETE MONUMENT
F.F. EL.	FINISH FLOOR ELEVATION
F.I.P.	FOUND IRON PIPE
F.I.R.	FOUND IRON ROD
F.P.K.	FOUND PARKER-KALON NAIL
(L)	LENGTH
L.A.E.	LIMITED ACCESS EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
(M)	MEASURED / FIELD VERIFIED
M.H.	MANHOLE
N&D	NAIL & DISK
N.R.	NOT RADIAL
N.T.S.	NOT TO SCALE
O.H.L.	OVERHEAD UTILITY LINES
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
P.T.	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
(R)	RADIAL / RADIUS
S.I.R.	SET IRON ROD
T.O.B.	TOP OF BANK
U.E.	UTILITY EASEMENT

SYMBOL DESCRIPTIONS:

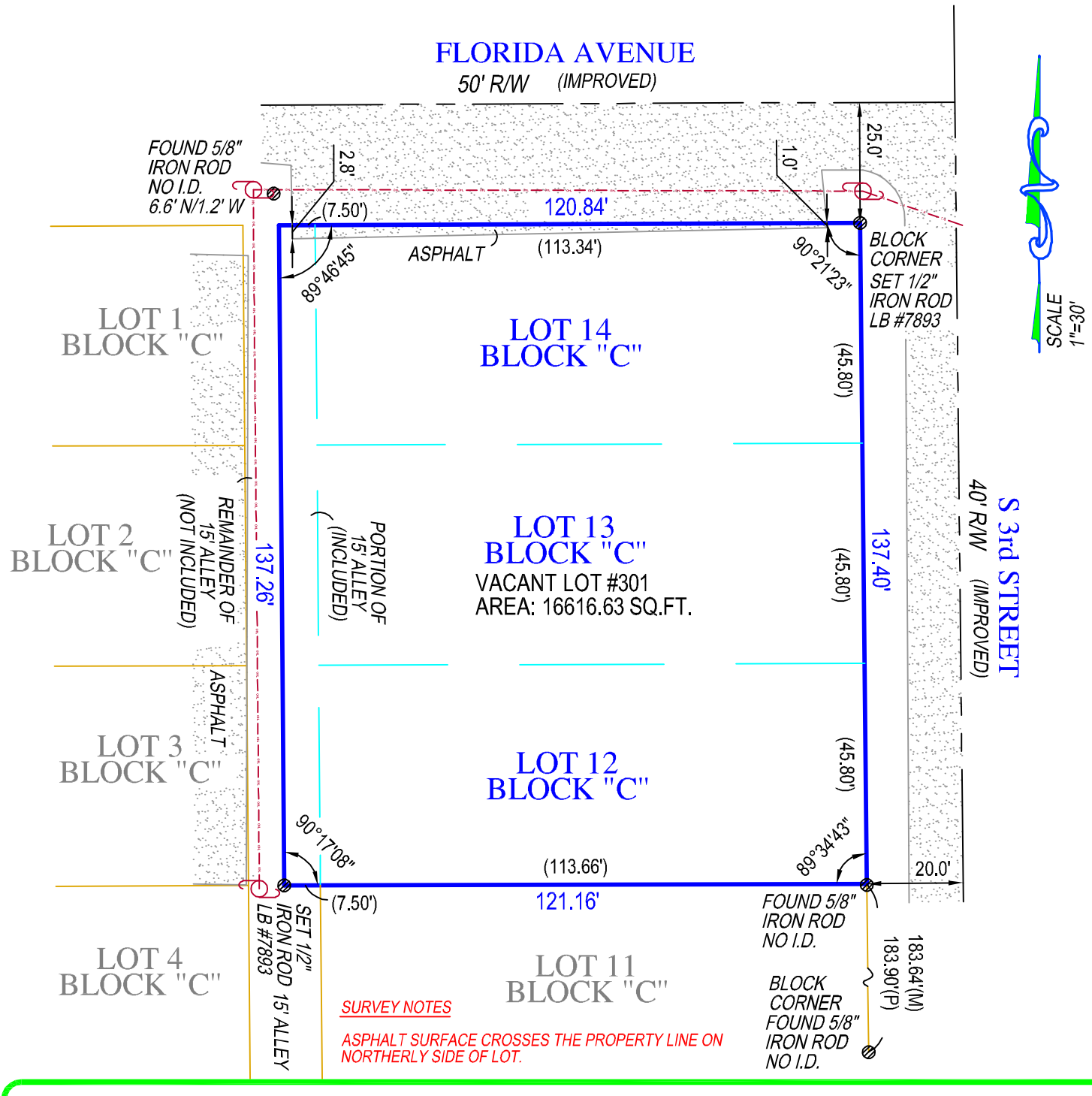
= CATCH BASIN
= CENTERLINE ROAD
= COVERED AREA
+ X.XX = EXISTING ELEVATION
= HYDRANT
= MANHOLE
= METAL FENCE
= MISC. FENCE
= PROPERTY CORNER
U.B. = UTILITY BOX
U.P. = UTILITY POLE
WM = WATER METER
= WELL
= WOOD FENCE

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.G.V.D. 1929
9) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

BOUNDARY SURVEY



SURVEY NOTES

ASPHALT SURFACE CROSSES THE PROPERTY LINE ON NORTHERLY SIDE OF LOT.

KENNETH J OSBORNE CERTIFICATE No. 6415 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)

KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
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STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

Site Data:

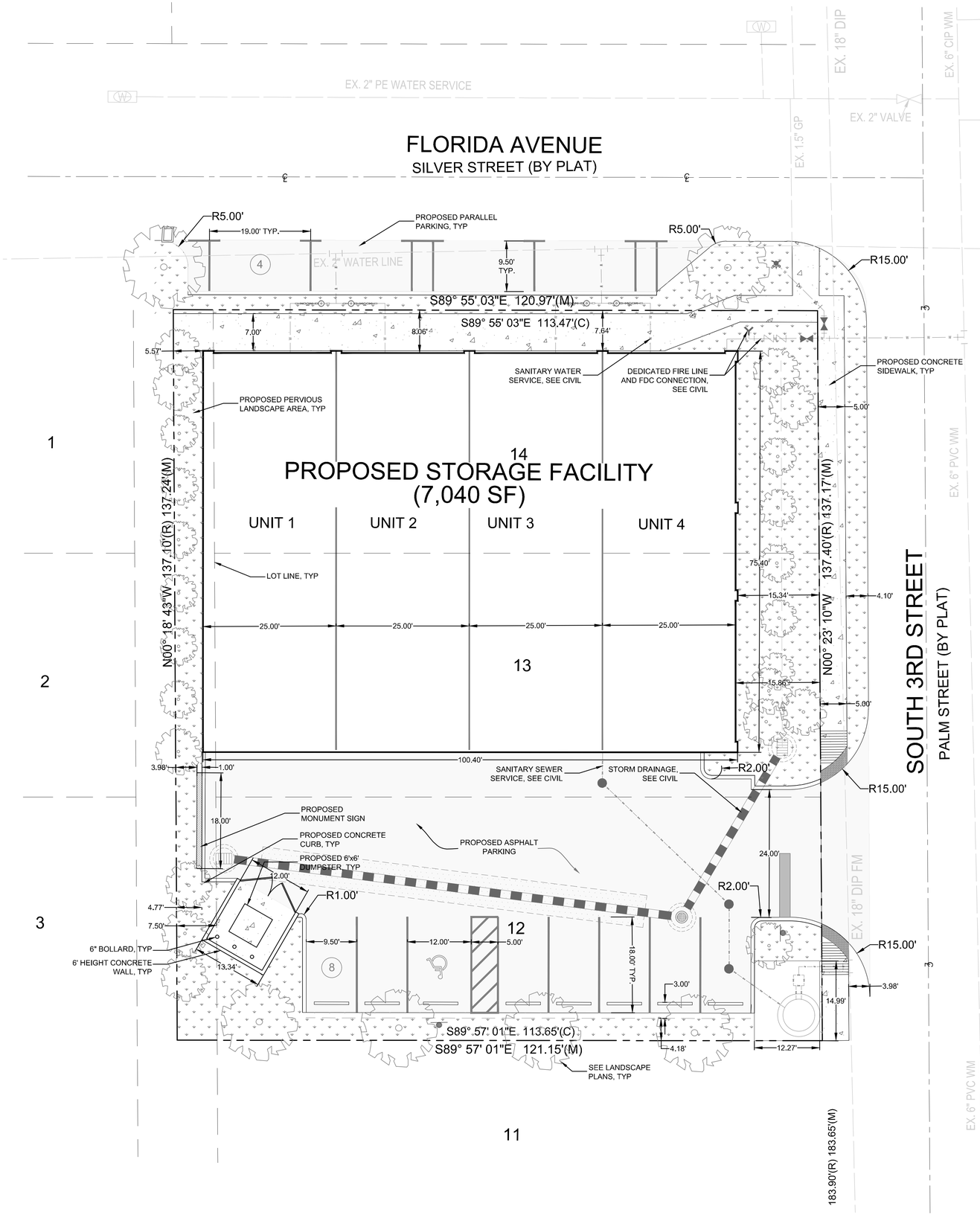
Parcel ID:	2410-711-0041-000-7
Existing Land Use:	Commercial
Existing Zoning:	C3
District:	CRA
Site Area:	16,617 sf (0.38 ac)
Building Size:	7,040 sf *(Warehouse)*
Parking Required:	12 spaces
Parking Provided:	12 spaces
ADA Parking Required	1 space
ADA Parking Provided:	1 space
Pervious Area:	2,993 sf (18.1%)
Impervious Area:	13,624 sf (81.9%)

Project Address:

PARCEL ID: #2410-711-0041-000-7, ADDRESS: 301 FLORIDA AVE, FORT PIERCE, FL 34950

Legal Description:

BLVD DEV CO`S S/D BLK C LOTS 12, 13 AND 14 AND E 1/2 OF VAC ALLEY ADJ ON W (MAP 24/10F).



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Owner:

DDA Realty Group LLC
11166 SW Lunata Way
Port St Lucie, FL 34987

Fort Pierce Commercial

301 Florida Ave, Fort Pierce, FL 34950

Site Plan

Revisions

Date	Init.	Description
09.01.23	BW	Initial Submittal
11.07.23	BW	Revision 1

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	BW
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 10'

0 5' 10' 20'

SP-1

LANDSCAPE DATA:

TREE REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 120 LF x 10' WIDE
1,200 S.F. DIV. BY 300 = 4 TREES REQUIRED
EAST PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 111 LF x 10' WIDE
1,110 S.F. DIV. BY 300 = 4 TREES REQUIRED
SOUTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 121 LF x 10' WIDE
1,210 S.F. DIV. BY 200 = 6 TREES REQUIRED
WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 55 LF x 10' WIDE
550 S.F. DIV. BY 200 = 3 TREES REQUIRED

INTERIOR VEHICULAR USE AREAS = 5,523 S.F.
5,355/15 = 357 S.F. REQUIRED PLANTING AREA
4 INTERIOR VUA TREES REQUIRED

TOTAL TREES REQUIRED: 21 TREES

***TOTAL TREES PROVIDED: 21 TREES**

SHRUB REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 120 LF
120 DIV. BY 3 = 40 SHRUBS REQUIRED
EAST PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 111 LF
111 LF DIV. BY 3 = 37 SHRUBS REQUIRED
SOUTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 121 LF
121LF DIV BY. 3 = 41 SHRUBS REQUIRED
WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 55 LF
55 LF DIV. BY 3 = 19 SHRUBS REQUIRED

TOTAL SHRUBS REQUIRED: 137 SHRUBS

***TOTAL SHRUBS PROVIDED: 161 SHRUBS**

***TOTAL TREES & SHRUBS PROVIDED LOCATED THROUGHOUT THE SITE & IN ROW TO MEET MINIMUM REQUIREMENTS**

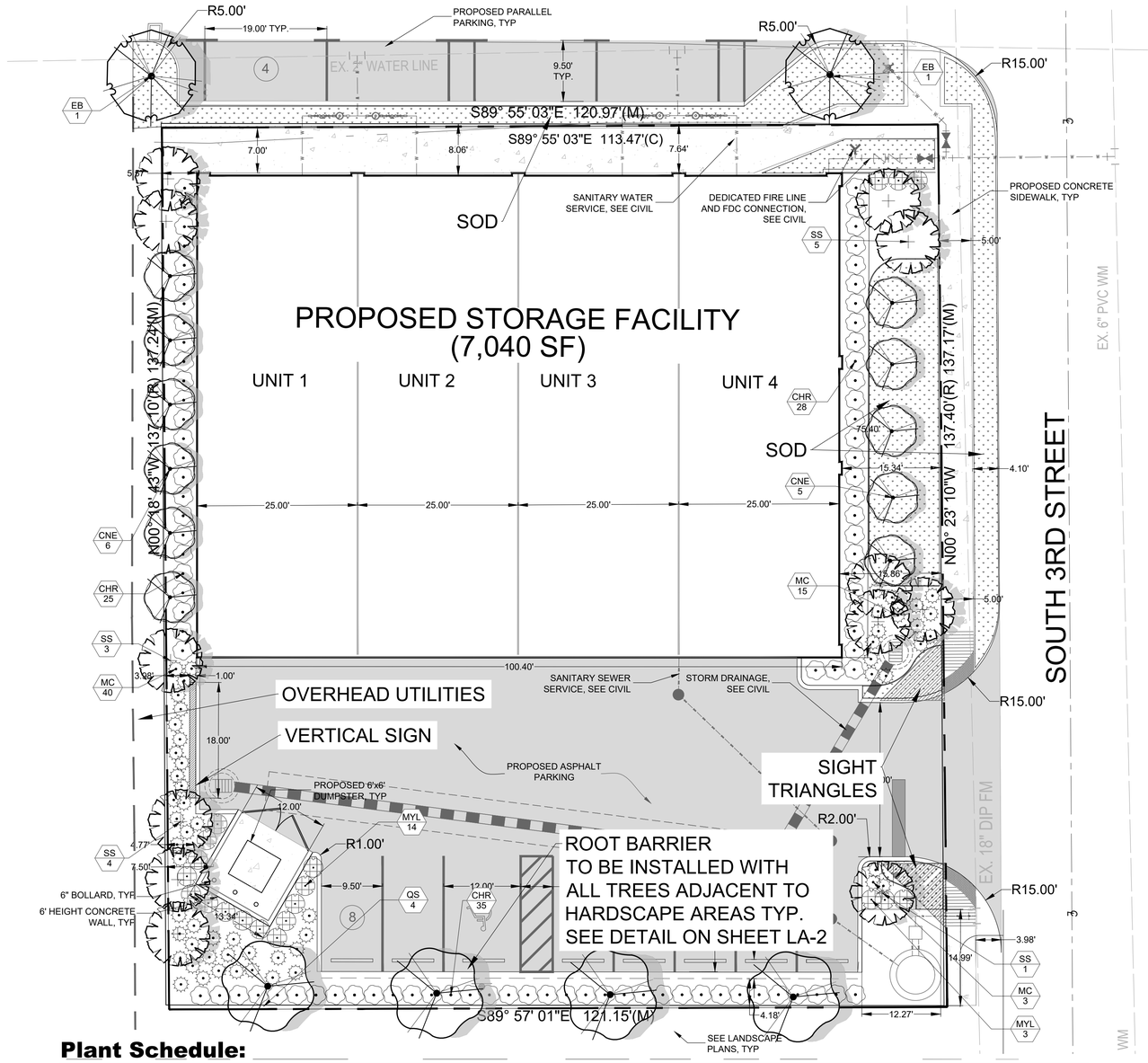
General Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
2. Trees shall be a minimum of twelve (12) feet in height and have a caliper of two and one-half (2 1/2) inches at four and one-half (4 1/2) feet above the ground when installed.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation.
10. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
11. Existing understory shall be maintained in areas of undisturbed native vegetation.
12. All Category 1 exotic plant species will be eradicated from the site.
13. Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
14. Irrigation to conform to all local and State regulations with regard to water consumption.
15. All new landscaping shall be provided with 100% irrigation coverage through the establishment period, not less than 1-year.

DRAWING INDEX:

LA-1: LANDSCAPE PLAN, LANDSCAPE DATA, & PLANT SCHEDULE
LA-2: LANDSCAPE DETAILS & SPECIFICATIONS

Know what's below. Call before you dig.



Plant Schedule:

	CNE	11	Conocarpus erectus `Sericeus`	Silver Buttonwood	45G	12` HT	6`W	STD, 4`CT, SP	Native	2.5" DBH
	EB	2	Elaeocarpus decipiens	Japanese Blueberry Tree	45G	12` HT	5`W	STD, 4`CT, SP	Non-native	2.5" DBH
	QS	4	Quercus virginiana	Southern Live Oak	45G	12` HT	5`W	6`CT, SP	Native	2.5" DBH
PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	SS	12	Sabal palmetto	Sabal Palm	FG	10`-18` CT		SLK, HC, SP	Native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	CHR	88	Chrysobalanus icaco `Redtip`	Red Tip Cocoplum	3G	24" HT	18"W	F	Native	
	MC	58	Muhlenbergia capillaris	Pink Muhly Grass	3G	24" HT	18"W	F	Native	
	MYL	20	Myrcianthes fragrans	Simpson`s Stopper	7G	48" HT	36" W	F	Native	
SOD/SEED	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	SOD	TBD	Paspalum notatum	Bahia Grass	SOD			Free of Weeds and Pests		

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Fort Pierce Commercial

Florida Avenue & S 3rd Street
Fort Pierce, Florida

Landscape Plan

Revisions

Date	Init.	Description
8.31.23	PG	Submittal
11.01.23	PG	Revision 1

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 10'

0 5' 10' 20'

LA-1

LANDSCAPE SPECIFICATIONS:

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.) .

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract.
The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jusidiction.

PART 3: EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil]:
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimmings from site.

3.05 GUYING:
A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

D. Stake & Brace all treess larger than 12' oa. See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

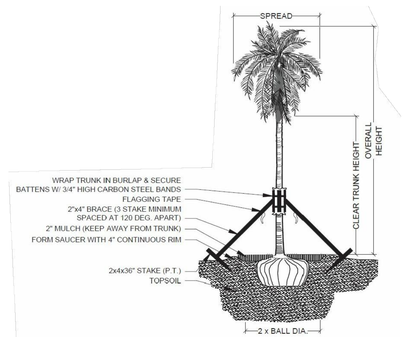
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

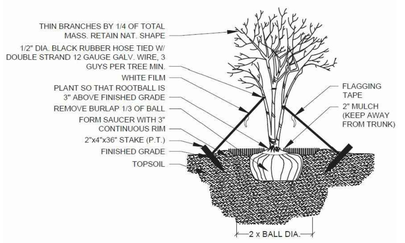
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

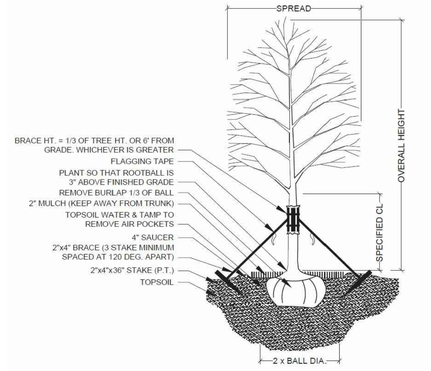
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



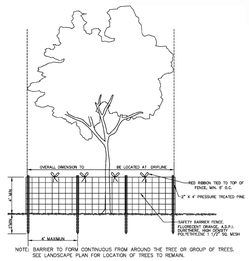
PALM PLANTING - ANGLE STAKE
NOT TO SCALE



MULTI-TRUNK PLANTING & GUYING
NOT TO SCALE

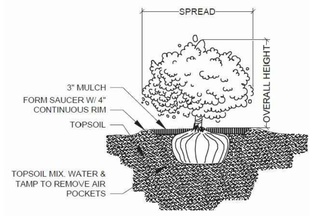


TREE PLANTING & STAKING
NOT TO SCALE

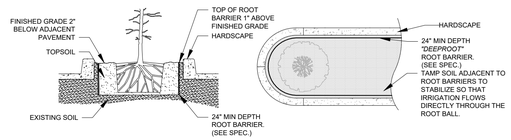


NOTE: BARRIER TO FORM CONTINUOUS FROM AROUND THE TREE OR GROUP OF TREES. SEE LANDSCAPE PLAN FOR LOCATION OF TREES TO REMAIN.

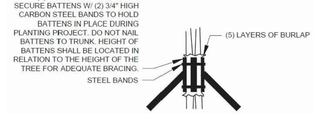
TREE PROTECTION DETAIL
NOT TO SCALE



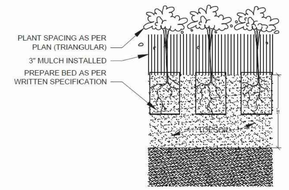
SHRUB PLANTING
NOT TO SCALE



SPECIAL APPLICATIONS ROOT BARRIER DETAIL
NOTES: NOT TO SCALE
1- ROOT BARRIER SHALL BE "DEEPROOT" 24" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



BRACING DETAIL
NOT TO SCALE



GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Fort Pierce Commercial

Florida Avenue & S 3rd Street
Fort Pierce, Florida

Details & Specifications

Revisions

Date	Init.	Description
8.31.23	PG	Submittal
11.01.23	PG	Revision 1

REGISTERED LANDSCAPE ARCHITECT — PAUL A. GOULAS — LA 6666807 — STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

LA-2

301 Florida Avenue Rezoning Traffic Analysis

The request is to rezone the 0.38acre property to PD from C-3. Inherently in the PD zoning district the density cannot be increased above that of the underlying zoning district (C-3), therefore there cannot be adverse impacts to infrastructure, traffic or otherwise. For the purposes of this analysis, we have analyzed a potential C-3 zoned property. the maximum building height is 65 feet and the maximum lot coverage is 60%. Therefore we will analyze a 49,600sf office building which would be 60% lot coverage and 5 stories. The following chart indicates the daily trips from this use would be approximately 600 trips.

General Office Building
(710)

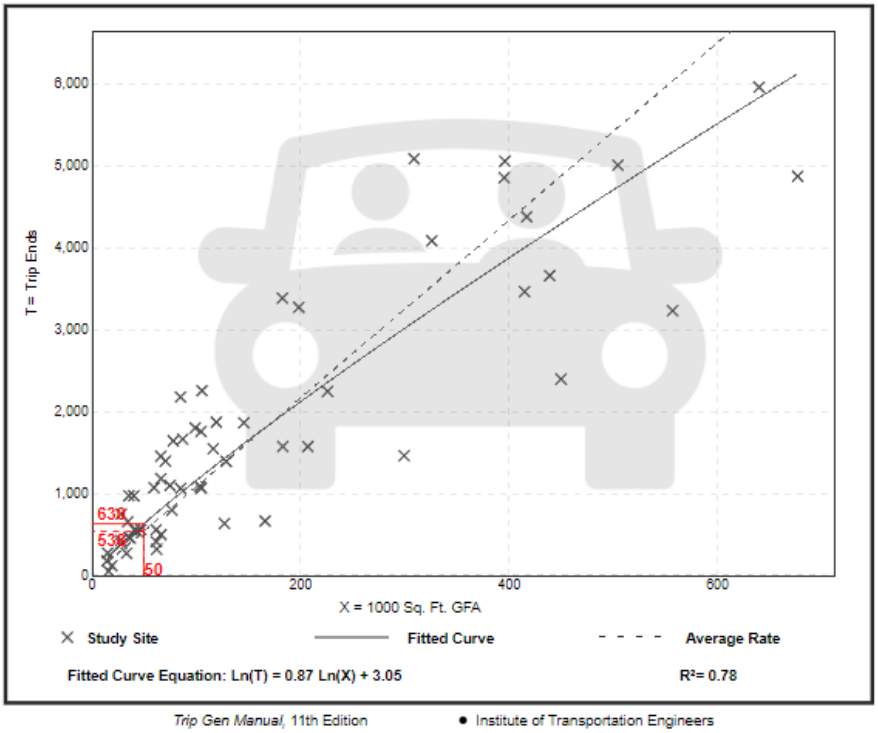
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

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



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As previously stated, the PD zoning district cannot exceed the underlying density therefore the allowed use for the rezoning request would be identical to the chart above.

The specific plan associated with this application is for a 7,040sf warehouse use. The below chart represents the daily trips from this use being 49 daily trips.

Warehousing
(150)

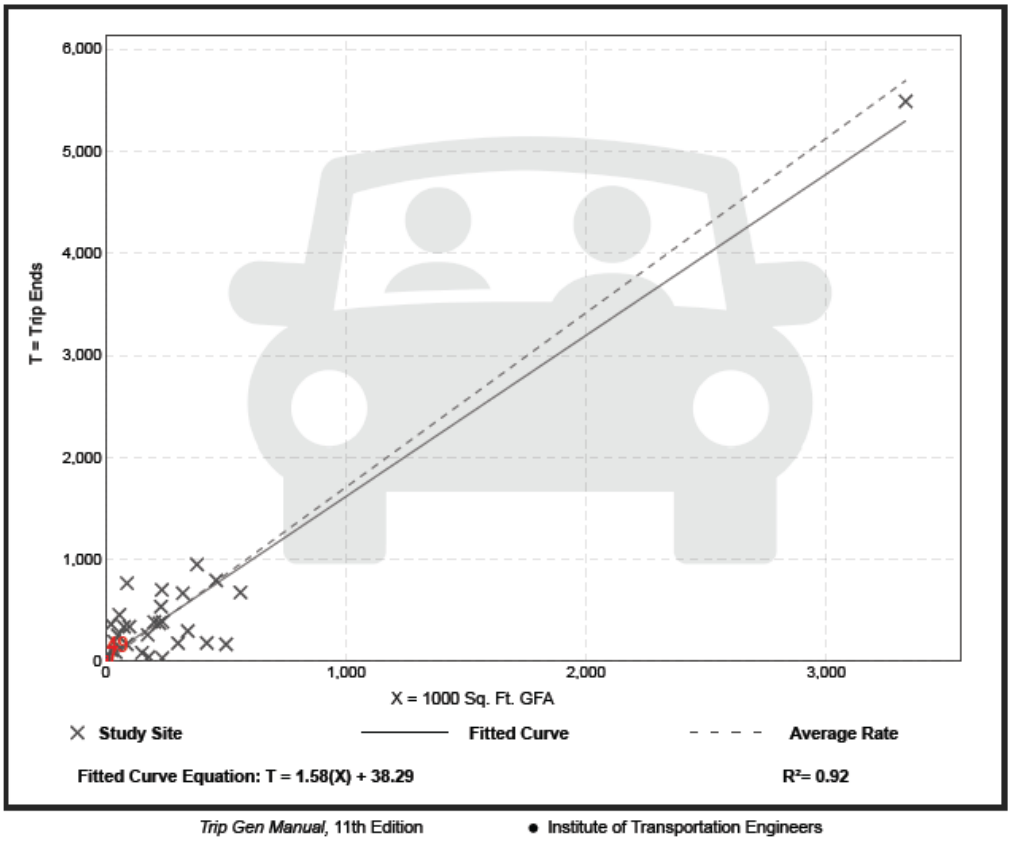
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 31
Avg. 1000 Sq. Ft. GFA: 292
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.71	0.15 - 16.93	1.48

Data Plot and Equation



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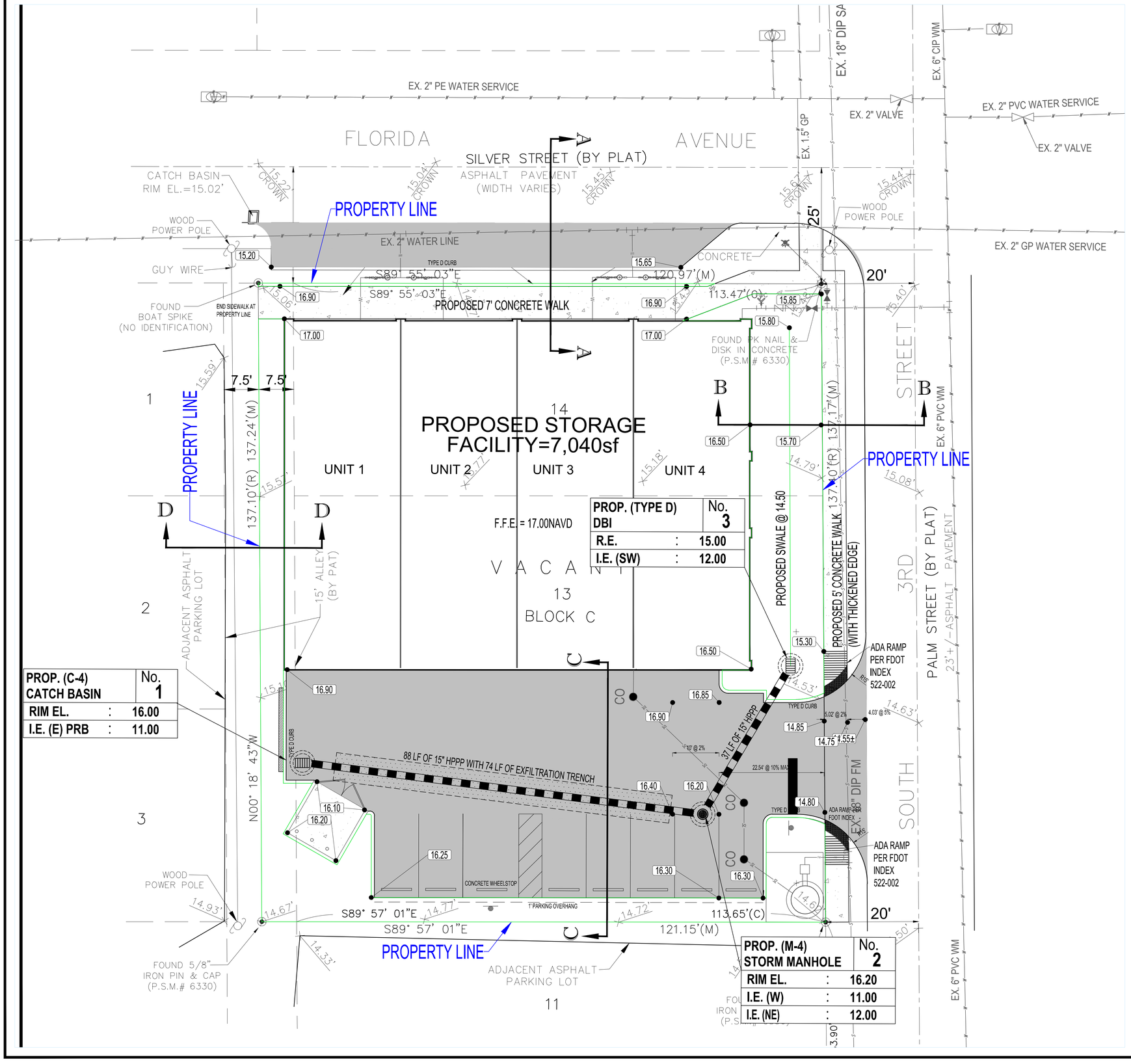
For the purposes of the rezoning request we believe this data is sufficient to confirm traffic will not be adversely impacted by this request.



PAVING, GRADING & DRAINAGE LEGEND

EXISTING	(TYP.)ICAL NOTE TEXT	PROPOSED
W	UNDERGROUND WATER LINE	W
	STORM SEWER	
	SANITARY SEWER MAIN	S
	SANITARY SEWER LATERAL	SL
	CATCH BASIN	
	MANHOLE	
X.XX	GRADE SPOT SHOT	X.XX
	FIRE HYDRANT	
	DECORATIVE LIGHTING	
	RIGHT OF WAY	
	PROPERTY LINE	
	UTILITY EASEMENT	

CONSTRUCTION NOTES:

1. CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
2. CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
5. CONTRACTOR TO SOD ALL DISTURBED AREAS, SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.
12. THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF THE UTILITIES. ALSO, THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
13. 2.0% MAXIMUM SLOPE ON ADA ACCESS WAYS.
14. ALL SIDEWALKS SHOULD HAVE A MAXIMUM CROSS SLOPE OF 2.0%.
15. EXISTING COVER MUST BE MAINTAINED ON ALL WATER AND SANITARY LINES.
16. EXISTING SEWER MUST REMAIN FREE FROM CONSTRUCTION DEBRIS AND FLOW MUST BE MAINTAINED.
17. ANY WORK CONDUCTED IN FDOT ROW TO BE DESIGNED AND CONSTRUCTED USING THE LATEST YEAR STANDARDS AND SPECIFICATIONS.

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

This item has been electronically signed and sealed by Jason Mathew Gunther, PE on 11/7/2023 using a SHA-1 authentication code..

Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7600
1502 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
P: 813-379-4100

THE INFORMATION, DESIGN, AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES. ANY UNAUTHORIZED USE IS AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THOMAS ENGINEERING GROUP, LLC.

REVISIONS:

REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016 - PGD PLAN

PROJECT:

STORAGE FACILITY

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
STATE OF FLORIDA
Jason Mathew Gunther
2023.11.07 13:29:54 -05'00'
November 7, 2023
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

PAVING, GRADING AND DRAINAGE PLAN

SHEET NUMBER:

C-04

Printed on Tuesday, November 07, 2023, 13:29 PM by Jason Gunther
M:\JOB PLANS\2023\FJ230016 - PGD PLAN_____\FJ230016 - PGD PLAN - GRADING AND DRAINAGE PLAN

To: Anthony Ghersi
DDA Realty Group LLC
11166 SW Lunata Way
Port St. Lucie, FL 34987

From: Adam Yingling
Flatwoods Environmental Inc.
4554 SW 72nd Ave
Palm City, FL 34990

Environmental Conditions Letter

The following wetland assessment was conducted for (Parcel ID: 2410-711-0041-000-7), located at 301 Florida Avenue in Fort Pierce Florida. This report has been prepared based on a site evaluation conducted on November 7, 2023 and a review of publicly available information. This wetland assessment was conducted in accordance with the State of Florida's unified statewide methodology for the delineation of the extent of wetlands and surface waters (CHAPTER 62-340 FAC -Delineation of the Landward Extent of Wetlands and Surface Waters.) and determined the following:

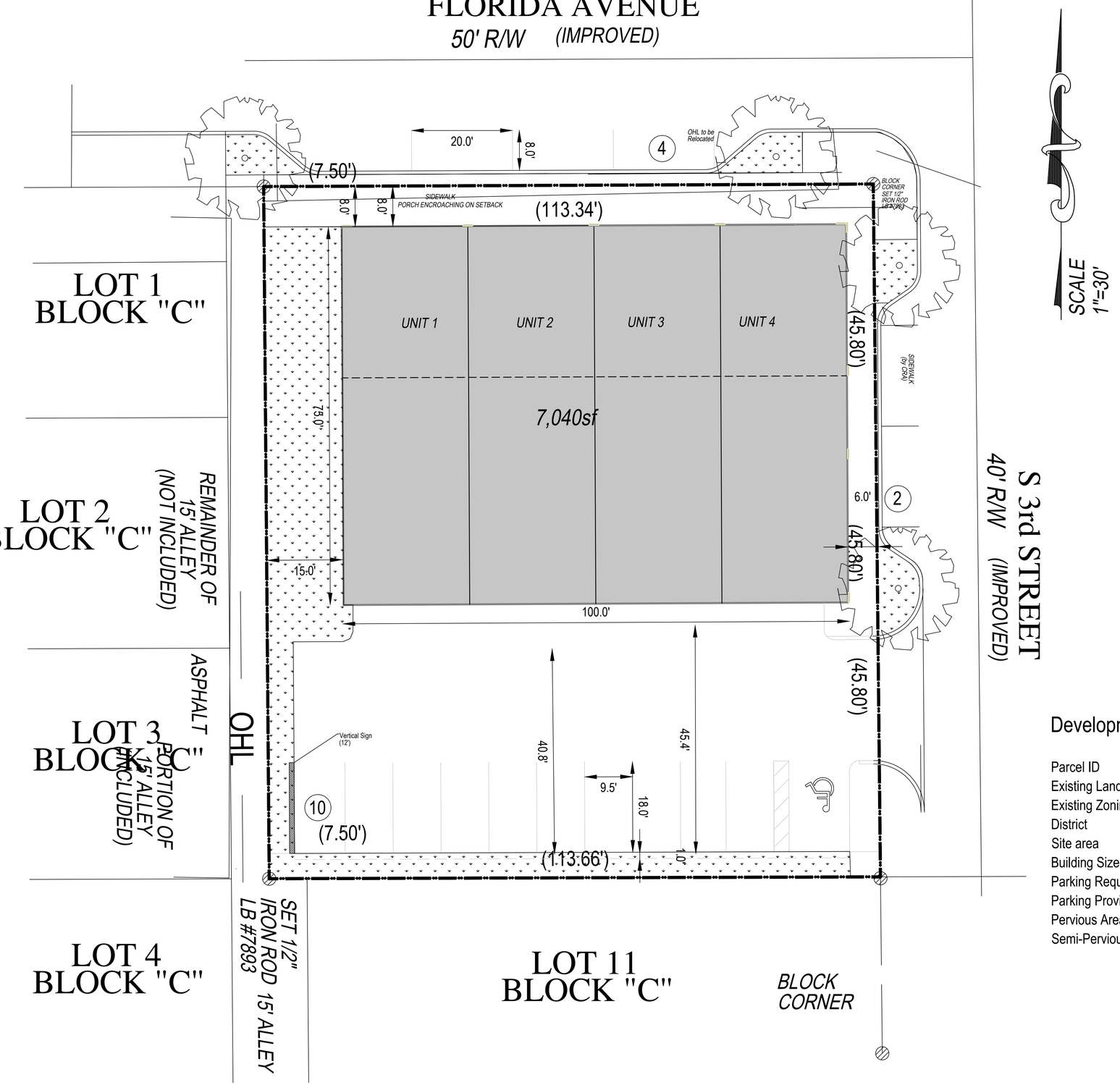
There are no wetlands or surface waters, as defined under Ch. 62-340 FAC, on the subject property.

This assessment is supported by the review of following publicly available information:

- The most recent aerial imagery of the property obtained from the St. Lucie County Property Appraiser and dated 2023 indicates an herbaceous urban lot without any visual signature of potential wetland or surface water feature within the subject property.
- Historic aerial imagery, indicate that as far back as 1958 and as recently as 1999, the subject property was developed and exhibited a building that has since been demolished.
- The most recent USGS Quadrangle (topographic) map, dated 2021, does not indicate the presence of any wetland or surface water feature within the subject property.
- The USDA NRCS Soil survey for this area of St. Lucie County indicates that the soils on this property are classified as "Urban land". This soil type refers to "soils in areas of high population density in the largely built environment" (USDA). This soil type is typically anthropogenic, the result of mixing of the native soil with human-altered material as the result of past development of the subject property.
- The National Wetlands Inventory Wetland Mapper does not indicate the presence of wetlands or water features on the property.

The findings from the above publicly available information were confirmed by the site evaluation and no wetlands or surface waters, as defined under Ch. 62-340 FAC, exist to date on the subject property.

General Location Map



Development Program

Parcel ID	2410-711-0041-000-7
Existing Land Use	Commercial
Existing Zoning	C3
District	CRA
Site area	16,617 sf (0.38 ac)
Building Size	7,500 sf *(3,000 office/4,500 warehouse)*
Parking Required	13.5 spaces
Parking Provided	16 spaces
Pervious Area	2,063 sf (12.3%)
Semi-Pervious Area	5,287 sf (31.8%)

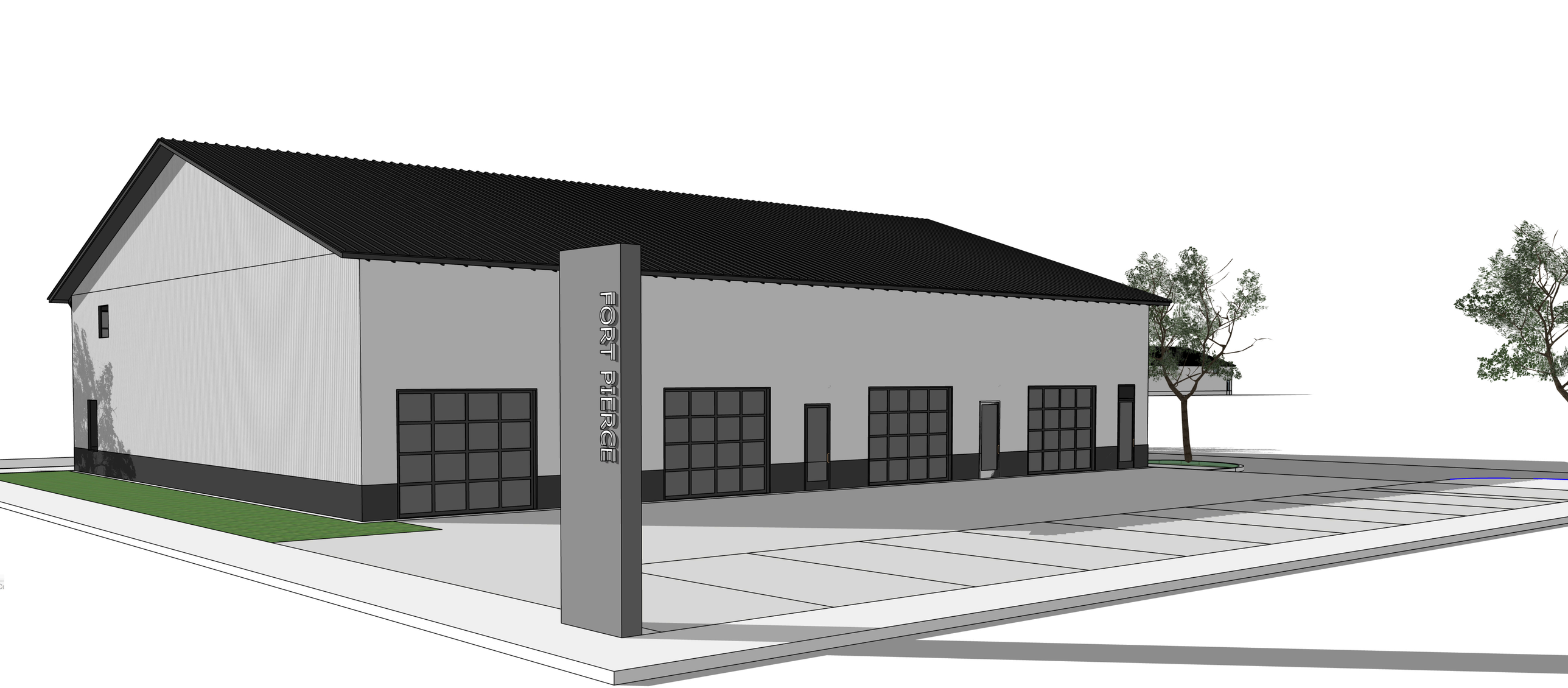
General Notes

Firm Name and Address

Project Name and Address

Value
Value
Value
Value

Project: Value	Sheet: 00
Date: 6/7/2023	
Scale: As Noted	


FORT PIERCE

MARCELA CAMBLOR & ASSOCIATES, INC
Town Planning • Architectural Design

Hand Delivery

November 13, 2023

Kev Freeman,
Development Director,
City of Fort Pierce
100 N. US Highway 1,
Fort Pierce,
Florida, 34950

Re: Fort Pierce Commercial – Zoning Amendment to PD
PID: 2410-711-0041-000-7
Address: 301 Florida Avenue, Fort Pierce, FL

Dear Kev,

Please accept this application as a request to rezone vacant commercial property located at 301 Florida Avenue in Fort Pierce. The application request is to rezone from Commercial General – C-3 to the Planned Development Zone (PD). Concurrent applications have been submitted as separate requests for consideration of Development Review - Site Plan and Design Review. A check for $4,000.00 ($3960 + $40.00) is attached for the rezoning to PD application.

Included in support of the request to rezone are the following materials as three paper sets and one electronic USB prepared in accordance with the application checklist and consistent with Land Development Ordinance Sec, 125-212.Planned Development Zone (PD) subsection (c) Application Requirements:

0. Cover Letter.
1. Application Form.
2. Warranty Deed & Legal Description.
3. SLC Property Record Card.
4. Project Narrative & Statement.
5. Current Survey.
6. Environmental Study.
7. Traffic Impact Study.
8. Capacity Analysis (separate form).
9. Drainage Analysis.
10. Historic Report.
11. Site Plan.

12. Aerial Map.

We trust the attached updated application materials are acceptable for staff to be able to complete the necessary reviews ahead of working with our team to schedule the necessary public hearings. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Marcela Camblor-Cutsaimanis, AICP
Principal, Marcela Camblor & Associates, Inc.

Encl.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Application for Zoning Atlas Map Amendment

Application submission shall include the following:

●**TRC** (*Initial Submission): One (1) original and (8) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**Planning Board**: One (1) original and (16) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

●**City Commission**: One (1) original and (11) paper copies of the application and support documents and provide one (1) electronic copy of the application packet as described below.

In addition to a complete application, packets shall include:

- ☐ Warranty Deed & Legal Description
- ☐ St. Lucie County Property Record Card
- ☐ Statement of why there is a need for the proposed future land use map amendment and how the amendment will result in an orderly and logical development pattern; statements how amendment(s) are consistent with Comprehensive Plan; how future land use designation is compatible with future land use designations and existing land uses surrounding the amended lands; identify future land use designations and existing land uses within a ½ mile of the subject property that have the same or greater type of proposed future land use designation; data and analysis to support conclusions.
- ☐ Current Survey
- ☐ Environmental Study
- ☐ Traffic Impact Report
- ☐ *** Capacity Analysis-Separate Form
- ☐ Drainage Analysis
- ☐ Historical Report
- ☐ 1 CD of all documents submitted in PDF
- ☐ Other_____

1. Property Address/Location: _____

2. Property Tax ID(s): _____

3. Total Acreage:_____

4. Existing Future Land Use Designation: _____

5. Existing Zoning Classification: _____

6. Proposed Zoning Classification: _____

7. Other applications being submitted concurrent with this application, if any: _____

8. Describe the existing uses, improvements and structures on the amendment lands: _____

_____

9. Are there any identified or possible historical structures on the amendment lands? _____

10. The reason for making this request: _____

_____

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
Proposed					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6 = persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning	Total gallons per day
Proposed Zoning	Total gallons per day
Change in Demand	**Total gallons per day**

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

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	
Proposed Zoning	
Change in Demand	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis

G. Traffic Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning		
Proposed Zoning		
Change in Demand	Trips	Trips
Impact to Capacity	Refer to attached	

12. Name of Owner(s): DDA Realty Group LLC
Mailing Address: 11166 SW Lunata way
City Port St Lucie State FL Zip 34987
Phone # 516-779-7303
E-mail: Gothamplumbing@gmail.com

13. Name of Applicant: Same as owner
Mailing Address: _____
City _____ State _____ Zip _____
Phone # _____ Fax # _____
E-mail: _____

14. Name of Representative: Marcela Camblor & Associates
Mailing Address: 47 W Osceola St #203
City Stuart FL 34994 State FL Zip 34994
Phone # 772 708 1108 Fax # _____
E-mail: marcela@marcelacamblor.com

15. Applicant Acknowledgements (Owner's signature must be notarized)

I certify that: (Check One)

☑ I (we) do hereby certify that I (we) own in fee simple the above referenced described property for which a change in Zoning Classification is requested.

☐ I (we) are not the owner of the above described property; however, the owners signature below authorizes the applicants the authority to act as agent for the owner(s) of record.

Applicant's Signature 8/29/2023
Date

11166 SW Lunata way Port St Lucie FL 34987

Address State Zip

516-779-7303 Gothamplumbing@gmail.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.

DDA realty LLC 516-779-7303

Property Owner's Name (Please Print) Phone

11166 SW Lunata way Port St Lucie FL 34987

Address State Zip

Property Owner's Signature Date

STATE OF FLORIDA)
ST LUCIE COUNTY)

The foregoing instrument was acknowledged before me this 10 day of August, 2023, by Antony Ghersi who is personally known to me or has produced FLDL as ident

Signature of Notary (seal)

KEVIN MONCAYO
Notary Public - State of Florida
Commission # HH 408173
My Comm. Expires Aug 12, 2027

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 # 5193136 OR BOOK 4990 PAGE 2485, Recorded 05/17/2023 09:31:59 AM Doc Tax: $945.00

Prepared by and return to:
Lee Tilton, Esquire
Attorney at Law
Tilton & Tilton Law, P.A.
1935 NE Ricou Terrace
Jensen Beach, FL 34957
772-334-3305
File Number: 83-23
Parcel Identification No. 2410-711-0041-000-7

[Space Above This Line For Recording Data]

Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this **16th** day of **May, 2023** between **Costa Seafood & Grill, LLC, a Florida Limited Liability Company, a Florida Limited Liability Company,** whose post office address is **722 SOUTH U.S. HIGHWAY 1, Fort Pierce, FL 34950** of the County of **Saint Lucie**, State of **Florida**, grantor*, and **DDA REALTY GROUP LLC, a Florida Limited Liability Company** whose post office address is **11166 SW LUNATA WAY, Port Saint Lucie, FL 34987** of the County of **Saint Lucie**, State of **Florida**, grantee*,

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:

> **Lots 12, 13 and 14, Block C, Boulevard Development Company Re-subdivision in City of Fort Pierce, according to the map or plat thereof as recorded in Plat Book 3, Page 3, Public Records of Saint Lucie County, Florida. Together with the East 1/2 of vacated ally abutting on the West.**
>
> **Subject to taxes for the current year and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.**

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

C. Tilton
Witness Name: Claudia Tilton

Witness Name: Lee Tilton

Witness Name: Lee Tilton

C. Tilton
Witness Name: Claudia Tilton

COSTA SEAFOOD & GRILL, LLC, a Florida Limited Liability Company

By: Luis Rodriguez
Luis A. Rodriguez Murguia, Member

By: Stephanie Rodriguez
Stephanie O. Rodriguez, Member

State of Florida
County of Martin

The foregoing instrument was acknowledged before me by means of [X] physical presence (LT) or [ ] online notarization, this 12th day of May, 2023 by Luis A. Rodriguez Murguia, Member ~~and Stephanie O. Rodriguez, Member~~ of COSTA SEAFOOD & GRILL, LLC, a Florida Limited Liability Company, on behalf of the company, who [ ] are personally known to me or [X] have produced a driver's license as identification.

[Notary Seal]

ALLAN LEE TILTON JR. MY COMMISSION EXPIRES JANUARY 12, 2024 #GG 946422 Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Printed Name: _____

My Commission Expires: _____

State of Florida
County of Martin

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization, this 15th day of May, 2023 by Stephanie O. Rodriguez, Member of COSTA SEAFOOD & GRILL, LLC, a Florida Limited Liability Company, on behalf of the company, who [ ] are personally known to me or [X] have produced a driver's license as identification.

[Notary Seal]

ALLAN LEE TILTON JR. MY COMMISSION EXPIRES JANUARY 12, 2024 #GG 946422 Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Notary Public

Printed Name: _____

My Commission Expires: _____

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 301 FLORIDA AVE
Sec/Town/Range: 10/35S/40E
Parcel ID: 2410-711-0041-000-7
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 23764
Map ID: 24/10S
Zoning: General Co

Ownership

DDA Realty Group LLC
11166 SW Lunata WAY
Port St Lucie, FL 34987

Legal Description

BLVD DEV CO`S S/D BLK C LOTS 12, 13 AND 14 AND E 1/2 OF VAC ALLEY ADJ ON W (MAP 24/10F)

Current Values

Just/Market Value:	$80,300
Assessed Value:	$54,329
Exemptions:	$0
Taxable Value:	$54,329

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):	0.38
Land Size (SF):	16,617

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	160

Sources/links:

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Fort Pierce Flex Building
Zoning Map Amendment
Project Narrative/Justification Statement

The Fort Pierce flex building commercial project is proposed on a 0.38 acre site located at 301 Florida Avenue in Fort Pierce. The site is vacant and bounded by commercial uses to the west and south, and industrial warehouse uses to the east and north.

The subject property existing Future Land Use (FLU) is General Commercial, and the current Zoning is (GC) and zoning is C3. The site is within the Fort Pierce Redevelopment Area (CRA) and outside of any special district designations. A request to rezone the property from General Commercial C-3 to Planned Development Zone (PD) to accommodate a small commercial infill project. This project consists of a 7000 square foot, non-residential building with up to four commercial (office warehouse), provided urban flex space within the CRA. Design of the project is consistent with traditional urban siting, however, since the area lacks CRA-specific regulations, the request to rezone to the Planned Development Zone (PD) to achieve CRA-consistent building placement is necessary.

To accommodate a commercial development on the vacant 0.38-acre subject property located within the CRA, exceptions from the standard C-3 zoning ordinance and land development code for features of the proposed development plan include:

1. Minimum depth of front yard is required to be 25 feet and 8 feet is proposed.
2. Minimum depth of for side and rear yards is required to be 15 feet and 5 feet side yard is proposed.
3. Maximum lot coverage, 60% required and 50% proposed with building and sidewalk. The remainder is open space and pervious materials.
4. Architecture is consistent with a contemporary industrial style.

The land areas adjacent to the proposed Planned Development are Commercial General land uses and C-3 zoning district designations to the north, south, and west of the subject property. To the east the land use is Industrial and has a I-1 zoning district designation. The surrounding area consists of primarily industrial and commercial uses, with a vacant building to the north of Florida Avenue. The proposed development will introduce a modern industrial design in an area where commercial activity is the primary use within the area. The project occupies a corner lot with Florida Avenue along the northern property line and SW 3rd Street along the eastern property line. Although the property lies within the CRA a number of the buildings within the area are industrial/heavy commercial uses including a lumber yard to the east of SW 3rd Street and an old vacant commercial building to the north.

The character of the proposed development is consistent with the development objectives of city and the city's comprehensive plan. More specifically, the applicant is seeking to develop the

site in a manner that is conducive with a contemporary, pedestrian friendly, urban commercial and industrial district. The proposed building is close to, and engages a wide sidewalk and the public realm with loading and parking occurring from the rear. The front portion of the building will house retail/office space, providing an active use along the sidewalk. On-street parking is incorporated to facilitate access for customers as well as to improve the public realm. A continuous sidewalk surrounds the portions of the building that engage the public ROW.

The proposed building and its intended use provide market variety, appropriate intensity and complementary building type transition between the commercial uses along US1 and the industrial uses to the east, while remaining compatible with the surrounding neighborhood. The proposed architecture is contemporary industrial style.

This project embeds innovative infill strategies that add value to the area by elevating and defining architectural standards of commercial and industrial buildings while introducing the concept of placemaking in workplace districts.

Stormwater is addressed through an urban bioswale to the west of the building.

The applicant intends to lease the proposed commercial units.

The project will be constructed as a single-phased development. Construction of the project is intended to be within the timelines afforded to a PD approval with the attached development schedule confirming anticipated timelines.

The applicant will work with staff to provide any agreement, provisions and covenants to govern the use, maintenance, and continued protection of the planned development, including use of any of the common space and other shared areas.

Attached is a site plan with information included consistent with Section 125-212 Planned Development Zone (PD) (c)(2) Site Plan.

The PD is consistent with the St. Lucie County Comprehensive Plan policies and objectives for a property within a commercial area.

TARGET SURVEYING, LLC

6250 N. Military Trail, Suite 102
West Palm Beach, FL 33407
Phone 1: 561-640-4800
Phone 2: 1-800-226-4807
Fax 1: 561-640-0576
Fax 2: 1-800-741-0576

Invoice

To: TILTON & TILTON LAW, P.A.
Survey Number: 584921
Order Date: 4/20/2023
Deliver To Attn: LEE TILTON
Deliver To: TILTON & TILTON LAW, P.A.
1935 N.E. RICOU TERRACE
JENSEN BEACH, FL 34957

Property Address: 301 FLORIDA AVENUE
FORT PIERCE, FL 34950

Buyers: DDA REALTY GROUP LLC
Sellers: COSTA SEAFOOD & GRILL, LLC
Client File #:

Item	Description	Amount
Survey	Survey	$350.00

Invoice Total	$350.00
Amount Invoiced To Date:	$350.00
Amount Paid To Date:	$0.00
Total Amount Due:	$350.00

To pay with a credit card please use this link https://securepayment.link/targetsurveying

LEGAL DESCRIPTION AND CERTIFICATION

LOTS 12, 13, AND 14, BLOCK C, OF BOULEVARD DEVELOPMENT COMPANY RESUBDIVISION IN CITY OF FORT PIERCE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 3, PAGE 3, OF THE PUBLIC RECORDS OF ST LUCIE COUNTY, FLORIDA. TOGETHER WITH EAST 1/2 OF VACATED ALLEY ABUTTING ON THE WEST.

Community Number: 120286 CITY OF FORT PIERCE Panel: 1211C0179 Suffix: K F.I.R.M. Date: 2/19/2020 Flood Zone: AH Field Work: 4/26/2023

Certified To:
DDA REALTY GROUP LLC; TILTON & TILTON LAW, P.A.; OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Property Address:
301 FLORIDA AVENUE
FORT PIERCE, FL 34950

Survey Number: 584921

Client File Number:

ABBREVIATION DESCRIPTION:

A.E.	ANCHOR EASEMENT
A/C	AIR CONDITIONER
B.M.	BENCH MARK
B.R.	BEARING REFERENCE
(C)	CALCULATED
Δ	CENTRAL / DELTA ANGLE
CH	CHORD
(D)	DEED / DESCRIPTION
D.E.	DRAINAGE EASEMENT
D.H.	DRILL HOLE
D/W	DRIVEWAY
E.O.W.	EDGE OF WATER
F.C.M.	FOUND CONCRETE MONUMENT
F.F. EL.	FINISH FLOOR ELEVATION
F.I.P.	FOUND IRON PIPE
F.I.R.	FOUND IRON ROD
F.P.K.	FOUND PARKER-KALON NAIL
(L)	LENGTH
L.A.E.	LIMITED ACCESS EASEMENT
L.M.E.	LAKE MAINTENANCE EASEMENT
(M)	MEASURED / FIELD VERIFIED
M.H.	MANHOLE
N&D	NAIL & DISK
N.R.	NOT RADIAL
N.T.S.	NOT TO SCALE
O.H.L.	OVERHEAD UTILITY LINES
O.R.B.	OFFICIAL RECORDS BOOK
(P)	PLAT
P.B.	PLAT BOOK
P.C.	POINT OF CURVATURE
P.C.C.	POINT OF COMPOUND CURVE
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.R.C.	POINT OF REVERSE CURVE
P.T.	POINT OF TANGENCY
R/W	RIGHT-OF-WAY
(R)	RADIAL / RADIUS
S.I.R.	SET IRON ROD
T.O.B.	TOP OF BANK
U.E.	UTILITY EASEMENT

SYMBOL DESCRIPTIONS:

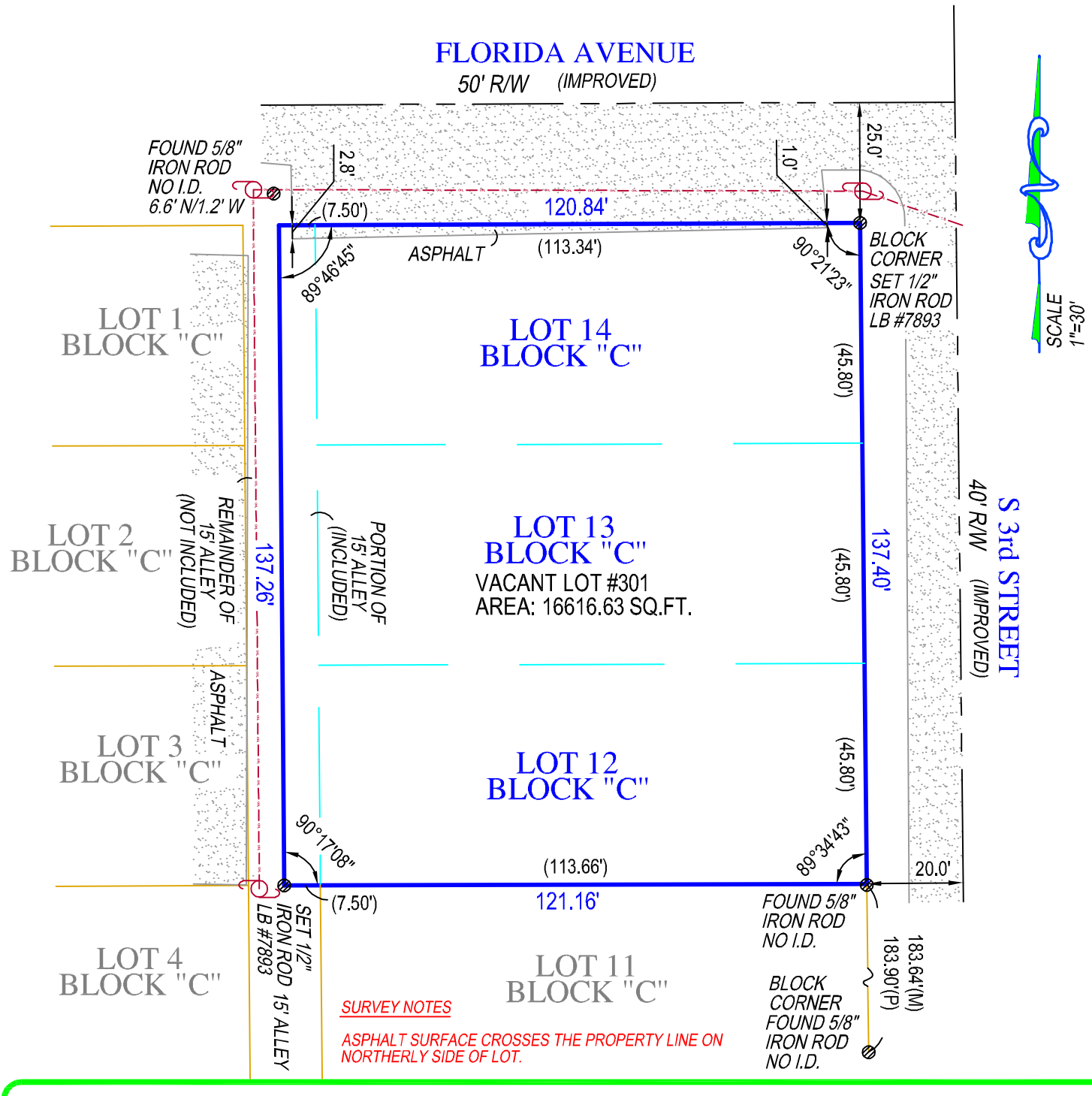
= CATCH BASIN
= CENTERLINE ROAD
= COVERED AREA
+ X.XX = EXISTING ELEVATION
= HYDRANT
= MANHOLE
= METAL FENCE
= MISC. FENCE
= PROPERTY CORNER
U.B. = UTILITY BOX
U.P. = UTILITY POLE
WM = WATER METER
= WELL
= WOOD FENCE

GENERAL NOTES:

1) LEGAL DESCRIPTION PROVIDED BY OTHERS
2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT.
3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED.
4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
5) ONLY VISIBLE ENCROACHMENTS LOCATED.
6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.
7) FENCE OWNERSHIP NOT DETERMINED.
8) ELEVATIONS INDICATED HEREON ARE IN FEET AND DECIMALS REFRENCED TO N.G.V.D. 1929
9) IN SOME INSTANCES, GRAPHIC REPRESENTATIONS HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE RELATIONSHIPS BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. IN ALL CASES, DIMENSIONS SHALL CONTROL THE LOCATION OF THE IMPROVEMENTS OVER SCALED POSITIONS.

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

BOUNDARY SURVEY



SURVEY NOTES

ASPHALT SURFACE CROSSES THE PROPERTY LINE ON NORTHERLY SIDE OF LOT.

KENNETH J OSBORNE CERTIFICATE No. 6415 STATE OF FLORIDA PROFESSIONAL SURVEYOR & MAPPER

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED)

KENNETH J OSBORNE
PROFESSIONAL SURVEYOR AND MAPPER #6415

TARGET SURVEYING, LLC
LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: http://targetsurveying.net

To: Anthony Ghersi
DDA Realty Group LLC
11166 SW Lunata Way
Port St. Lucie, FL 34987

From: Adam Yingling
Flatwoods Environmental Inc.
4554 SW 72nd Ave
Palm City, FL 34990

Environmental Conditions Letter

The following wetland assessment was conducted for (Parcel ID: 2410-711-0041-000-7), located at 301 Florida Avenue in Fort Pierce Florida. This report has been prepared based on a site evaluation conducted on November 7, 2023 and a review of publicly available information. This wetland assessment was conducted in accordance with the State of Florida's unified statewide methodology for the delineation of the extent of wetlands and surface waters (CHAPTER 62-340 FAC -Delineation of the Landward Extent of Wetlands and Surface Waters.) and determined the following:

There are no wetlands or surface waters, as defined under Ch. 62-340 FAC, on the subject property.

This assessment is supported by the review of following publicly available information:

- The most recent aerial imagery of the property obtained from the St. Lucie County Property Appraiser and dated 2023 indicates an herbaceous urban lot without any visual signature of potential wetland or surface water feature within the subject property.
- Historic aerial imagery, indicate that as far back as 1958 and as recently as 1999, the subject property was developed and exhibited a building that has since been demolished.
- The most recent USGS Quadrangle (topographic) map, dated 2021, does not indicate the presence of any wetland or surface water feature within the subject property.
- The USDA NRCS Soil survey for this area of St. Lucie County indicates that the soils on this property are classified as "Urban land". This soil type refers to "soils in areas of high population density in the largely built environment" (USDA). This soil type is typically anthropogenic, the result of mixing of the native soil with human-altered material as the result of past development of the subject property.
- The National Wetlands Inventory Wetland Mapper does not indicate the presence of wetlands or water features on the property.

The findings from the above publicly available information were confirmed by the site evaluation and no wetlands or surface waters, as defined under Ch. 62-340 FAC, exist to date on the subject property.

301 Florida Avenue Rezoning Traffic Analysis

The request is to rezone the 0.38acre property to PD from C-3. Inherently in the PD zoning district the density cannot be increased above that of the underlying zoning district (C-3), therefore there cannot be adverse impacts to infrastructure, traffic or otherwise. For the purposes of this analysis, we have analyzed a potential C-3 zoned property. the maximum building height is 65 feet and the maximum lot coverage is 60%. Therefore we will analyze a 49,600sf office building which would be 60% lot coverage and 5 stories. The following chart indicates the daily trips from this use would be approximately 600 trips.

General Office Building
(710)

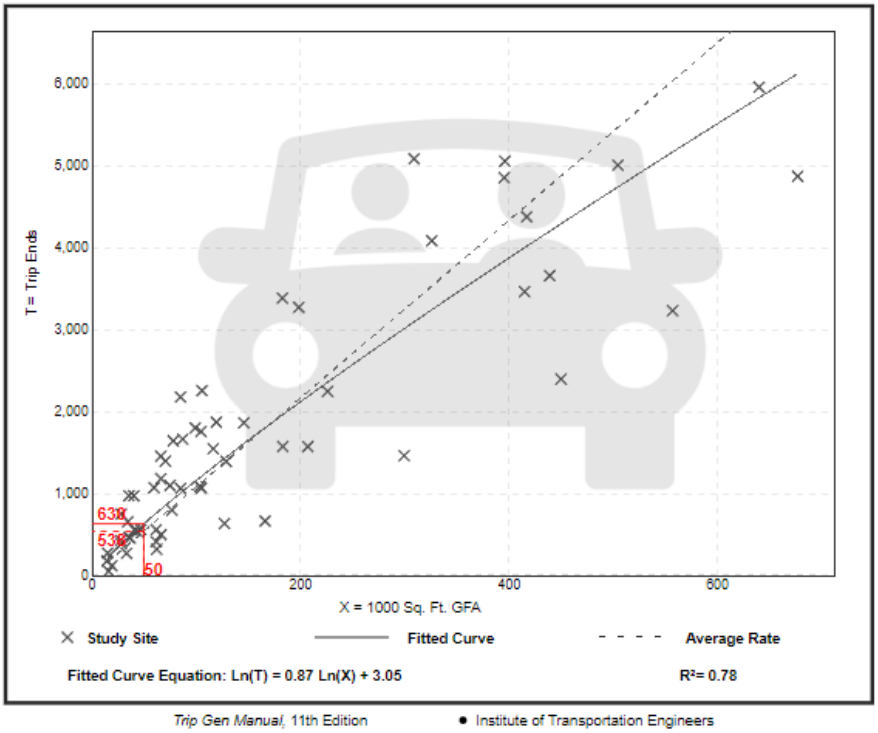
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

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



Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

As previously stated, the PD zoning district cannot exceed the underlying density therefore the allowed use for the rezoning request would be identical to the chart above.

The specific plan associated with this application is for a 7,040sf warehouse use. The below chart represents the daily trips from this use being 49 daily trips.

Warehousing
(150)

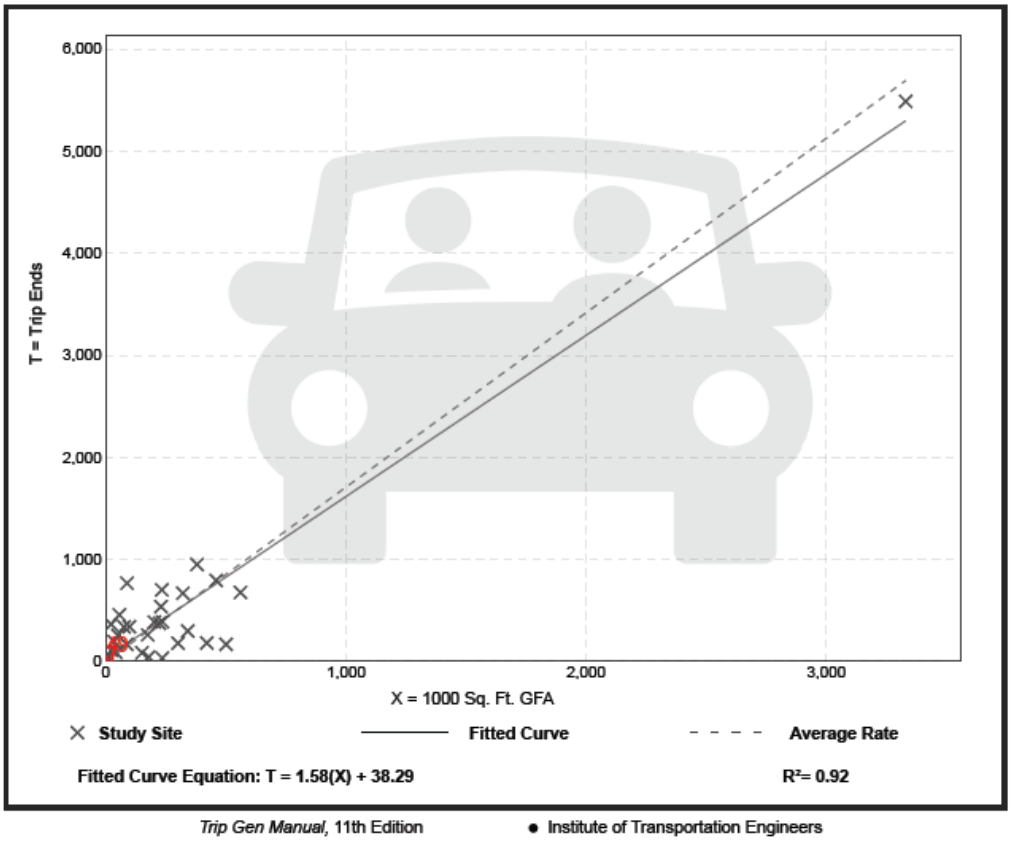
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 31
Avg. 1000 Sq. Ft. GFA: 292
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.71	0.15 - 16.93	1.48

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

For the purposes of the rezoning request we believe this data is sufficient to confirm traffic will not be adversely impacted by this request.

11. CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	Vacant Commercial & Hotel further north	General Commercial	C-3
South	Bars/Restaurant & Thrift Store	General Commercial	C-3
East	Lumberyard/Industrial	Industrial	I-1
West	Auto repair	General Commercial	C-3

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	General Commercial	C-3	N/A as no residential proposed	0.38 acres	No
Proposed	General Commercial	PD	N/A as no residential use proposed	0.38 acres	N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6 = persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum 880
Current Zoning	Total gallons per day 6,207gpd (5 story with 60% lot coverage per C-3 Zoning)
Proposed Zoning	Total gallons per day Can't exceed density of existing zoning per PD requirements)
Change in Demand	**Total gallons per day** Decrease

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum 704
Current Zoning	Total gallons per day 4,966gpd (5 story with 60% lot coverage per C-3 Zoning)
Proposed Zoning	Total gallons per day Can't exceed density of existing zoning per PD requirements)
Change in Demand	**Total gallons per day** Decrease

C. Parks and Recreation (Residential Classifications Only): N/A as no residential use proposed
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High) N/A as no residential use proposed

	K-8	High
School Name		
City		
Distance		
Current Zoning Enrollment Demand		
Proposed Zoning Enrollment Demand		
Change in Demand		

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	C-3
Proposed Zoning	PD
Change in Demand	Can't exceed density of existing zoning per PD requirements)

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)

301 Florida Avenue Rezoning Drainage Analysis

The request is to rezone the 0.38acre property to PD from C-3. Inherently in the PD zoning district the density cannot be increased above that of the underlying zoning district (C-3), therefore there cannot be adverse impacts to infrastructure, drainage or otherwise. For the purposes of this analysis, we have analyzed a potential C-3 zoned property. The maximum lot coverage is 60%. For this 0.38ac parcel this equates to a building size of 9,932sf. The proposed building is 7,040sf which is below the 60% threshold for the underlying zoning district.

We have provided support calculations to demonstrate water quality is exceeded by the proposed plan. Additional calculations will be provided for the Site Work Permit which will demonstrate a pre vs post analysis for 25, 5 and 3 year storm events will be met wherein discharge will be reduced in all three events.

THOMAS ENGINEERING GROUP

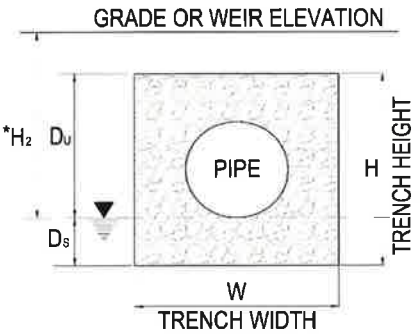
Date: 9/5/2023
Project: 301 Florida Avenue Storage
Project No: FJ230016

Exfiltration Trench Calculations

K-Value:

Test Hole #	(cfs/ft^2/ft hd)
EX-1	7.51E-04
EX-2	
K_{AVG}	7.51E-04

Trench:



* DEPTH OF EFFECTIVE HEAD

Water Table Elev. 11.00

Elev. 15.00 (Grade or Wier)

Elev. 14.50 (Top of Trench)

Elev. 10.00 (Bottom of Trench)

K =	7.51E-04	cfs/ft^2 - ft head
H_2 =	4.00	ft
W =	8.00	ft
D_u =	3.50	ft
D_s =	1.00	ft
H = Du + Ds =	4.50	ft

2) Compute Provided Trench Volume:

L = 68 feet

V = L x (K(H2W + 2H2Du - Du^2 + 2H2Ds) + (1.39 x 10^-4)Wdu)

V = 3.11 ac-in or 0.26 ac-ft

Proposed Trench exceeds Water Quality Requirements

Trench Stage-Storage Calcs		
Stage (ft)	**Area (ac)**	**Storage (ac-ft)**
11.00		0.00
12.00		0.07
13.00		0.13
14.00		0.20
15.00		0.26
16.00		0.26
17.00		0.26
18.00		0.26

THOMAS ENGINEERING GROUP
1000 Corporate Drive, Ft. Lauderdale, FL 33334
Tel: 954-202-7000
Fax: 954-202-7070

Date: 9/5/2023
Project: 301 Florida Avenue Storage
Project No: FJ230016

Calculated By: JMG
Checked By: JMG

PROPOSED QUALITY CALCULATIONS

Design Criteria:

Estimated Seasonal High Water Level: 11.00 NAVD

Proposed Acreages

Lake Areas (A_L):	0 sf	or	0.000 ac
Roof Areas (A_R):	7,040 sf	or	0.162 ac
Paved Areas (A_P):	6,377 sf	or	0.146 ac
Green Areas (A_G):	3,200 sf	or	0.073 ac
Total (A_T):	16,617 sf	or	0.381 ac

Compute Required Water Quality Volume:

1) Provide at least 1 inch over the developed project:

V_{PRE} = 1 inch x A_T x 1 ft / 12 inches
= 1 x 0.381 / 12
= 0.03 ac-ft or 0.36 ac-in

2) Provide 2.5" over % impervious area:

a) Site Area for water quality pervious/impervious calculation:

A_S = A_T - (A_L + A_R)
= 0.381 - (0 + 0.162)
= 0.22 ac of site area for water quality pervious/impervious

b) Impervious area for water quality pervious/impervious calculation:

A_{IMP} = A_S - A_G
= 0.219 - 0.073
= 0.15 ac of impervious area for water quality pervious/impervious

c) Percent of impervious for water quality calculation:

= A_{IMP} / A_S x 100%
= 0.146 / 0.219 x 100%
= 66.7% impervious

d) For 2.5" times the percent impervious:

= 2.5" x % impervious area
= 2.5 x 0.667
= 1.67 inches to be treated

e) Compute volume required volume for quality detention

V_{PRE} = inches to be treated x (A_T - A_L)
= 1.67 x (0.381 - 0) x 1 foot / 12 inches)
= 0.05 ac-ft or 0.64 ac-in

3) Since the 0.64 ac-in is greater than the 0.36 ac-in computed for the first inch of runoff the volume of 0.64 ac-in controls.

Soil Storage = 1.570 in

Curve Number = 86.4

THOMAS
GEOTECHNICAL SERVICES
GEOTECHNICAL • TESTING • INSPECTIONS

September 12, 2023

Mr. Anthony Ghersi, Owner
DDA Realty Group, LLC
11166 SW Lunata Way
Port St. Lucie, Florida 34987
Email: gothamplumbing@gmail.com
Phone: 561-779-7303

Re: Borehole Permeability (BHP) Test
Proposed New Metal Warehouse Building
301 Florida Avenue
Fort Pierce, FL 34950
TGS File No. 23-537-1

Dear Anthony:

As requested, **Thomas Geotechnical Services, LLC (TGS)** has completed a Borehole Permeability (BHP) test, at the above-referenced site.

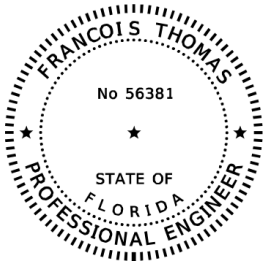
The BHP test was conducted in accordance with South Florida Water Management District (SFWMD) Standards. The test was performed using the usual open-hole, constant head methodology. The boring was completed as an open well with gravel pack (6-20 silica sand). The well screen slot widths were 0.020 inches. Water was then pumped into the open well, and the amount of water required to maintain constant head was recorded. The result of our field permeability test at the site is attached for reference.

If you have any questions pertaining to this report, or if we may be of further service, please contact our office.

Very truly yours,

TGS

Francois Thomas, P.E.
Principal Engineer/President
FL Registration No. 56381



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

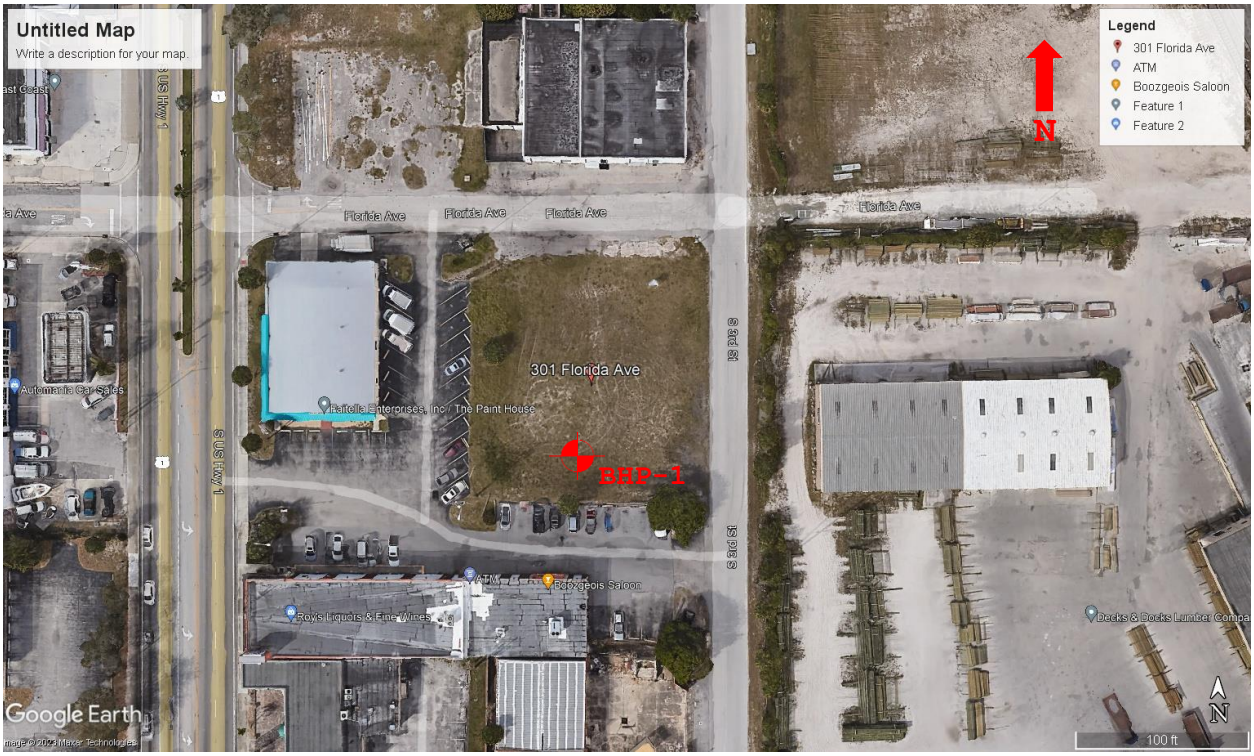
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THOMAS GEOTECHNICAL SERVICES , LLC
6594 WOODLAKE ROAD
JUPITER, FL 33458
CERTIFICATE OF AUTORIZATION 34141

Attachment: Boring Location Pan
Summary of Exfiltration Test Result

Boring Location Plan



Approximate BHP Test Location

Summary of Exfiltration Test Results
Proposed New Metal Warehouse Building
301 Florida Avenue, Fort Pierce, Florida 34950
TGS Project No. 23-537-1

Test Location	Date Performed	Diameter		Depth of Hole	Depth to Groundwater Level Below Ground Surface (Feet)		Hydraulic Head, H_2	Saturated Hole Depth, Ds	Average Flow Rate, Q	Horizontal Hydraulic Conductivity (K)
		Hole (Inches)	Casing (Inches)	(Feet)	Prior to Test	During Test	(Feet)	(Feet)	(gpm)	($ft^3/sec/ft^2$-ft Head)
BHP-1	9/7/2023	6	3	10.0	5.0	0.0	5.0	5.0	10.00	7.51E-04

Note:

(1) The above hydraulic conductivity values represent an ultimate value. The designer should decide on the required factor of safety

(2) The hydraulic conductivity values were calculated based on the South Florida Water Management Districts's USUAL OPEN HOLE CONSTANT HEAD percolation test procedure.

(3) Casing diameter was used for the calculation of hydraulic conductivity values.

Fort Pierce Flex Building
Zoning Map Amendment
Historic Report

The Fort Pierce flex building commercial project is proposed on a 0.38 acre site located at 301 Florida Avenue in Fort Pierce. The site is vacant and bounded by commercial uses to the west and south, and industrial, warehouse uses to the east and north.

Historically the property was in St. Lucie County ownership and then the Fort Pierce Redevelopment Agency and sold to Costa Seafood & Grill, LLC in May 2023. The property lies within the Fort Pierce Redevelopment Area (FPRA) but is not within any special assigned district and has remained a vacant and undeveloped commercially zoned property.

There are no properties identified as having special assigned districts or historic designations within proximity to the subject property. The surrounding area includes vacant commercial property to the north, existing restaurants and bars, auto repair businesses, and industrial lumber yard use to the east.

Site Data:

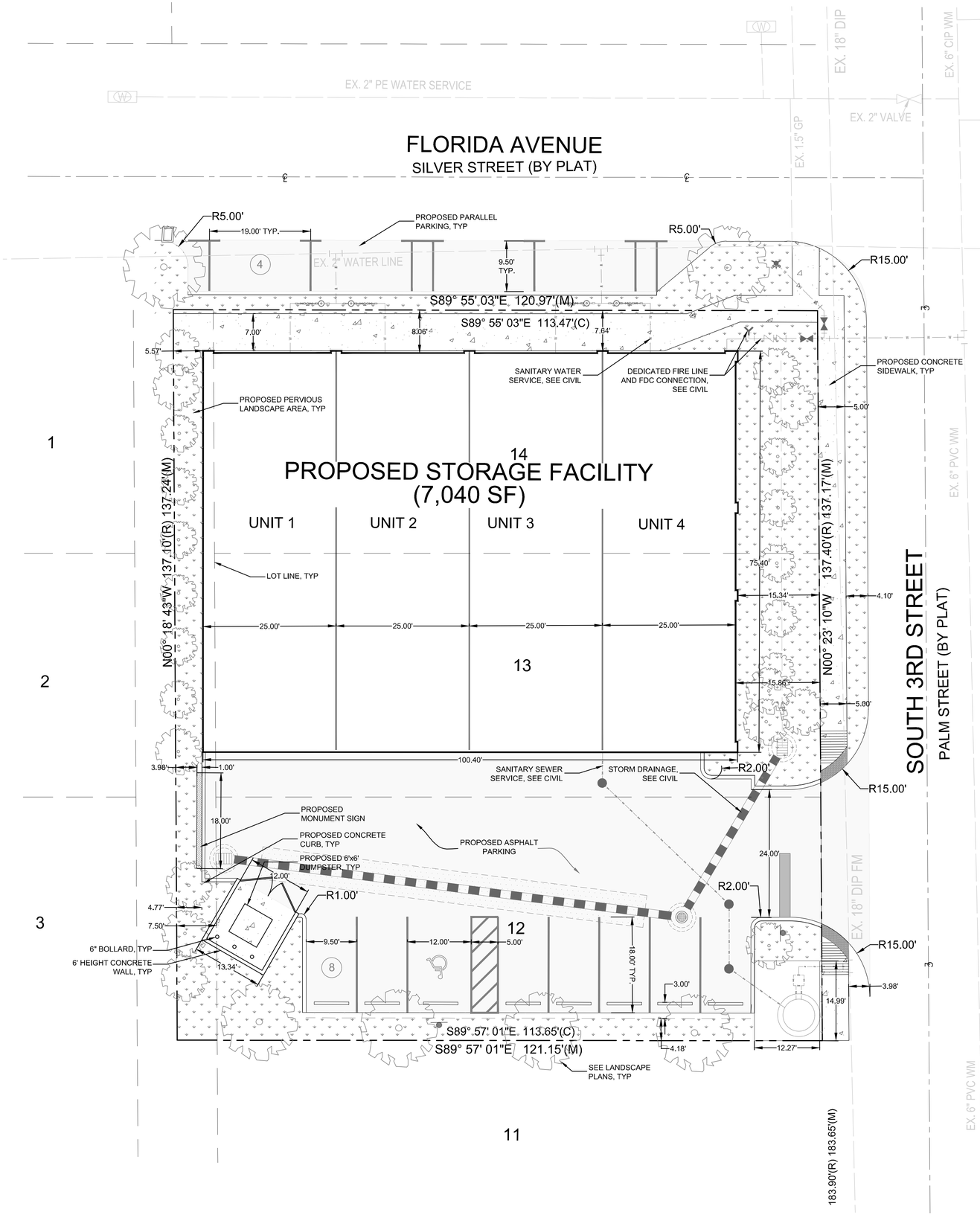
Parcel ID:	2410-711-0041-000-7
Existing Land Use:	Commercial
Existing Zoning:	C3
District:	CRA
Site Area:	16,617 sf (0.38 ac)
Building Size:	7,040 sf *(Warehouse)*
Parking Required:	12 spaces
Parking Provided:	12 spaces
ADA Parking Required	1 space
ADA Parking Provided:	1 space
Pervious Area:	2,993 sf (18.1%)
Impervious Area:	13,624 sf (81.9%)

Project Address:

PARCEL ID: #2410-711-0041-000-7, ADDRESS: 301 FLORIDA AVE, FORT PIERCE, FL 34950

Legal Description:

BLVD DEV CO`S S/D BLK C LOTS 12, 13 AND 14 AND E 1/2 OF VAC ALLEY ADJ ON W (MAP 24/10F).



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Owner:

DDA Realty Group LLC
11166 SW Lunata Way
Port St Lucie, FL 34987

Fort Pierce Commercial

301 Florida Ave, Fort Pierce, FL 34950

Site Plan

Revisions

Date	Init.	Description
09.01.23	BW	Initial Submittal
11.07.23	BW	Revision 1

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

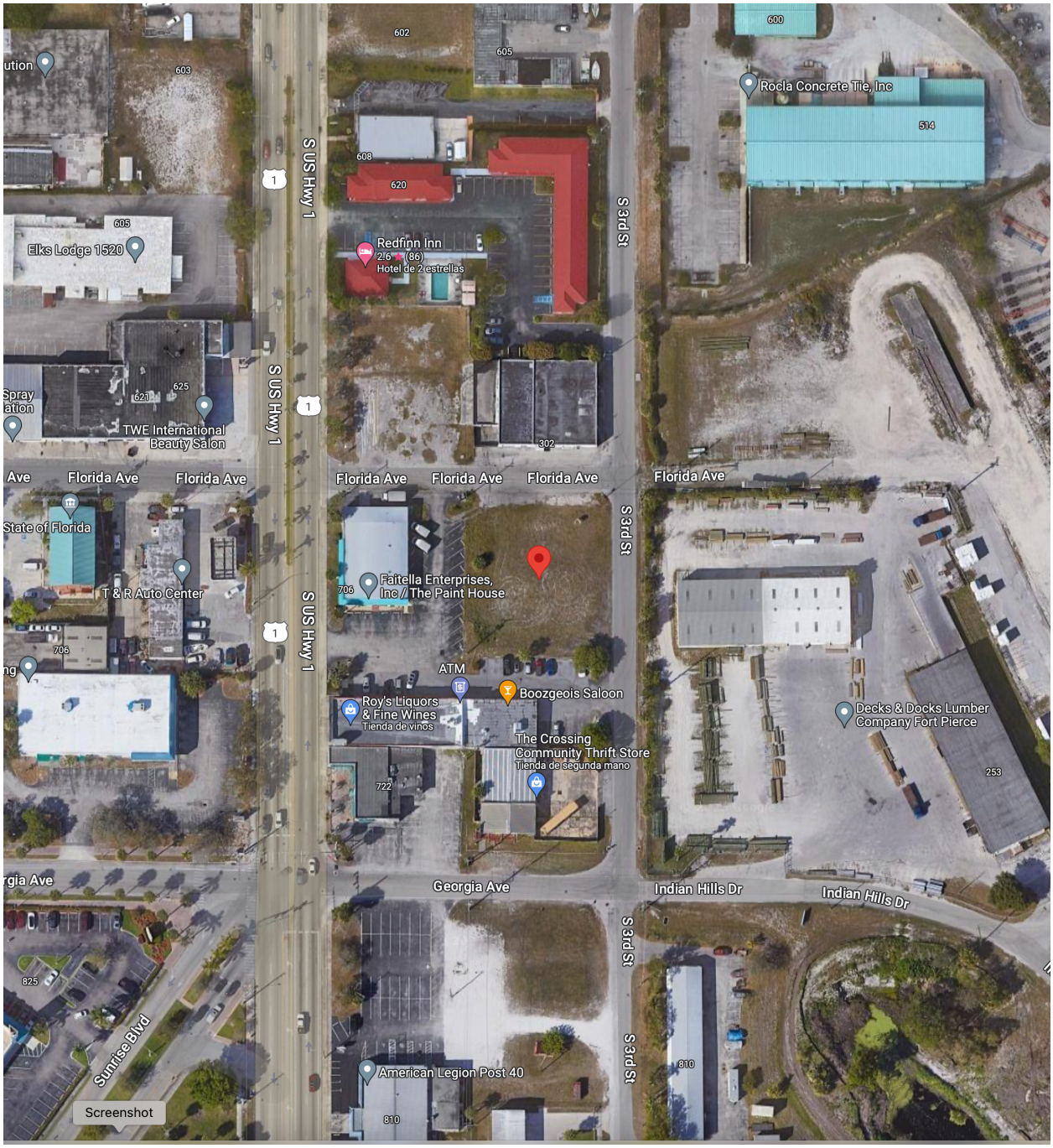
Drawn By:	BW
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 10'

0 5' 10' 20'

SP-1


602
605
603
600
Rocla Concrete Tie, Inc
514
608
620
S US Hwy 1
S 3rd St
605
Elks Lodge 1520
Redfinn Inn
2.6 ★ (86)
Hotel de 2 estrellas
625
621
TWE International Beauty Salon
302
Florida Ave
Florida Ave
Florida Ave
Florida Ave
Florida Ave
Florida Ave
State of Florida
T & R Auto Center
706
Faitella Enterprises, Inc / The Paint House
ATM
Boozgeois Saloon
Roy's Liquors & Fine Wines
Tienda de vinos
The Crossing Community Thrift Store
Tienda de segunda mano
Decks & Docks Lumber Company Fort Pierce
253
722
Georgia Ave
Indian Hills Dr
Indian Hills Dr
825
Sunrise Blvd
American Legion Post 40
810
810
Screenshot

Flood zone AH 16 per FEMA map.

You can choose a new flood map or move the location pin by selecting a different location on the locator map below or by entering a new location in the search field above. It may take a minute or more during peak hours to generate a dynamic FIRMette.

Go To NFHL Viewer »

Approximate location based on user input and does not represent an authoritative

Without Base Flood Elevation (BFE)

Cross Sections with 1% Annual Chance

MARCELA CAMBLOR & ASSOCIATES, INC
Town Planning • Architectural Design

Hand Delivery

November 13, 2023

Kev Freeman,
Development Director,
City of Fort Pierce
100 N. US Highway 1,
Fort Pierce,
Florida, 34950

Re: Fort Pierce Commercial – Design Review Application
PID: 2410-711-0041-000-7
Address: 301 Florida Avenue, Fort Pierce, FL

Dear Kev,

Please accept the Design Review Application for 0.38-acre vacant commercial property located at 301 Florida Avenue in Fort Pierce. A check for $515.00 is attached to the Design Review application packet.

The subject property existing Future Land Use (FLU) is General Commercial, and the current Zoning is (GC) and zoning is C3. The site is within the Fort Pierce Redevelopment Area (CRA) and outside of any special district designations. Concurrent applications has been submitted requesting a rezoning of the property from General Commercial C-3 to Planned Development Zone (PD) to accommodate a small commercial infill project and a Site Plan Application.

Included in support of the site plan development review application are the following materials as three paper sets and one electronic USB prepared in accordance with the application checklist and consistent with Land Development Ordinance Sec. 125-314.-Design Review, and subsection (c)(2) Final Approval Application Requirements:

0. Cover Letter.
1. Application Form.
2. Written Narrative.
3. Final Site Plan.
4. Final Site Lighting Plan – to follow.
5. Final Landscape Plan.
6. Final Floor Plans and Elevation Drawings.
7. A Color Board relating to exterior finishes & materials – to follow – refer to rendering details in the interim.

We trust the attached updated application materials are acceptable for staff to be able to complete the necessary reviews ahead of working with our team to schedule the necessary public hearings. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Marcela Camblor-Cutsaimanis, AICP
Principal, Marcela Camblor & Associates, Inc.

Encl.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

DESIGN REVIEW

Property Information

Property address or Location 301 Florida ave Fort Pierce

Parcel ID #(s) 2410-711-0041-000-7

Project description

DDA realty LLC

Property Owner(s)

11166 SW Lunata way

Street Address

Port St Lucie FL 34987

City State Zip

516-779-7303

Phone Number

Gothamplumbing@gmail.com

Email Address

Marcela Camblor & Associates

Applicant/Representative, Title, Company

47 W Osceola St #203

Street Address

Stuart FL 34994

City State Zip

772 708 1108

Phone Number

marcela@marcelacamblor.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

Design Review Application Checklist
(City Code of Ordinances 125-314)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 125-313 is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 125-313.
c. A final site lighting plan that meets the requirements of subsection 125-313(d)(8).
d. A final landscape plan that meets the requirements of articles II and III of chapter 123.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

Fort Pierce Flex Building
Design Review
Project Narrative/Justification Statement

The Fort Pierce flex building commercial project is proposed on a 0.38 acre site located at 301 Florida Avenue in Fort Pierce. The site is vacant and bounded by commercial uses to the west and south, and industrial warehouse uses to the east and north.

The subject property existing Future Land Use (FLU) is General Commercial, and the current Zoning is (GC) and zoning is C3. The site is within the Fort Pierce Redevelopment Area (CRA) and outside of any special district designations. A request to rezone the property from General Commercial C-3 to Planned Development Zone (PD) to accommodate a small commercial infill project. This project consists of a 7000 square foot, non-residential building with up to four commercial (office warehouse), provided urban flex space within the CRA. Design of the project is consistent with traditional urban siting, however, since the area lacks CRA-specific regulations, the request to rezone to the Planned Development Zone (PD) to achieve CRA-consistent building placement is necessary.

To accommodate a commercial development on the vacant 0.38-acre subject property located within the CRA, exceptions from the standard C-3 zoning ordinance and land development code for features of the proposed development plan include:

1. Minimum depth of front yard is required to be 25 feet and 8 feet is proposed.
2. Minimum depth of for side and rear yards is required to be 15 feet and 5 feet side yard is proposed.
3. Maximum lot coverage, 60% required and 50% proposed with building and sidewalk. The remainder is open space and pervious materials.
4. Architecture is consistent with a contemporary industrial style.

The land areas adjacent to the proposed Planned Development are Commercial General land uses and C-3 zoning district designations to the north, south, and west of the subject property. To the east the land use is Industrial and has a I-1 zoning district designation. The surrounding area consists of primarily industrial and commercial uses, with a vacant building to the north of Florida Avenue. The proposed development will introduce a modern industrial design in an area where commercial activity is the primary use within the area. The project occupies a corner lot with Florida Avenue along the northern property line and SW 3rd Street along the eastern property line. Although the property lies within the CRA a number of the buildings within the area are industrial/heavy commercial uses including a lumber yard to the east of SW 3rd Street and an old vacant commercial building to the north.

The character of the proposed development is consistent with the development objectives of city and the city's comprehensive plan. More specifically, the applicant is seeking to develop the site in a manner that is conducive with a contemporary, pedestrian friendly, urban commercial

and industrial district. The proposed building is close to, and engages a wide sidewalk and the public realm with loading and parking occurring from the rear. The front portion of the building will house retail/office space, providing an active use along the sidewalk. On-street parking is incorporated to facilitate access for customers as well as to improve the public realm. A continuous sidewalk surrounds the portions of the building that engage the public ROW.

The proposed building and its intended use provide market variety, appropriate intensity and complementary building type transition between the commercial uses along US1 and the industrial uses to the east, while remaining compatible with the surrounding neighborhood. The proposed architecture is contemporary industrial style.

This project embeds innovative infill strategies that add value to the area by elevating and defining architectural standards of commercial and industrial buildings while introducing the concept of placemaking in workplace districts.

Stormwater is addressed through an urban bioswale to the west of the building.

The applicant intends to lease the proposed commercial units.

The project will be constructed as a single-phased development. Construction of the project is intended to be within the timelines afforded to a PD approval with the attached development schedule confirming anticipated timelines.

The applicant will work with staff to provide any agreement, provisions and covenants to govern the use, maintenance, and continued protection of the planned development, including use of any of the common space and other shared areas.

Attached is a site plan with information included consistent with Section 125-212 Planned Development Zone (PD) (c)(2) Site Plan.

The PD is consistent with the St. Lucie County Comprehensive Plan policies and objectives for a property within a commercial area.

To accommodate a commercial development on the vacant 0.38-acre subject property located within the CRA, the project has been designed to demonstrate compliance with Sec. 125-314. Design review, subsection (c)(2). Please note the following in support of the proposed commercial project:

Policy Requirement:

a. The design, including landscape features, is architecturally compatible with surrounding structures so as to be reasonably harmonious in landscaping, style, and color;

Applicant Response: The character of the proposed development is consistent with the development objectives of city and the city's comprehensive plan. More specifically, the applicant is seeking to develop the site in a manner that is conducive with a modern, pedestrian friendly, urban commercial and industrial district. The proposed building is close to and engages a wide sidewalk and the public realm with loading and parking occurring from the rear. The front portion of the building will house retail/office space, providing an active use along the sidewalk. On-street parking is incorporated to facilitate access for customers as well as to improve the public realm. A continuous sidewalk surrounds the portions of the building that engage the public ROW.

Policy Requirement:

b. If the property is located within a historic preservation district, the design features are reasonably consistent with the historic character of the predominant architectural style within the district;

Applicant Response: The property is not located within a historic district. N/A

Policy Requirement:

c. The design features will enhance or preserve the quality of the surrounding area so as not to detract from existing property values or impact adversely on existing scenic, natural, or historic beauty;

Applicant Response: The proposed building and its intended use provide market variety, appropriate intensity and complementary building type transition between the commercial uses along US1 and the industrial uses to the east, while remaining compatible with the surrounding neighborhood. The proposed architecture is contemporary industrial style.

Policy Requirement:

d. The design avoids undue monotony in structural design features.

Applicant Response:

This project embeds innovative infill strategies that add value to the area by elevating and defining architectural standards of commercial and industrial buildings while introducing the concept of placemaking in workplace districts. Refer to the attached site and architectural plans for further information pertaining to the design and scale of the project.

Site Data:

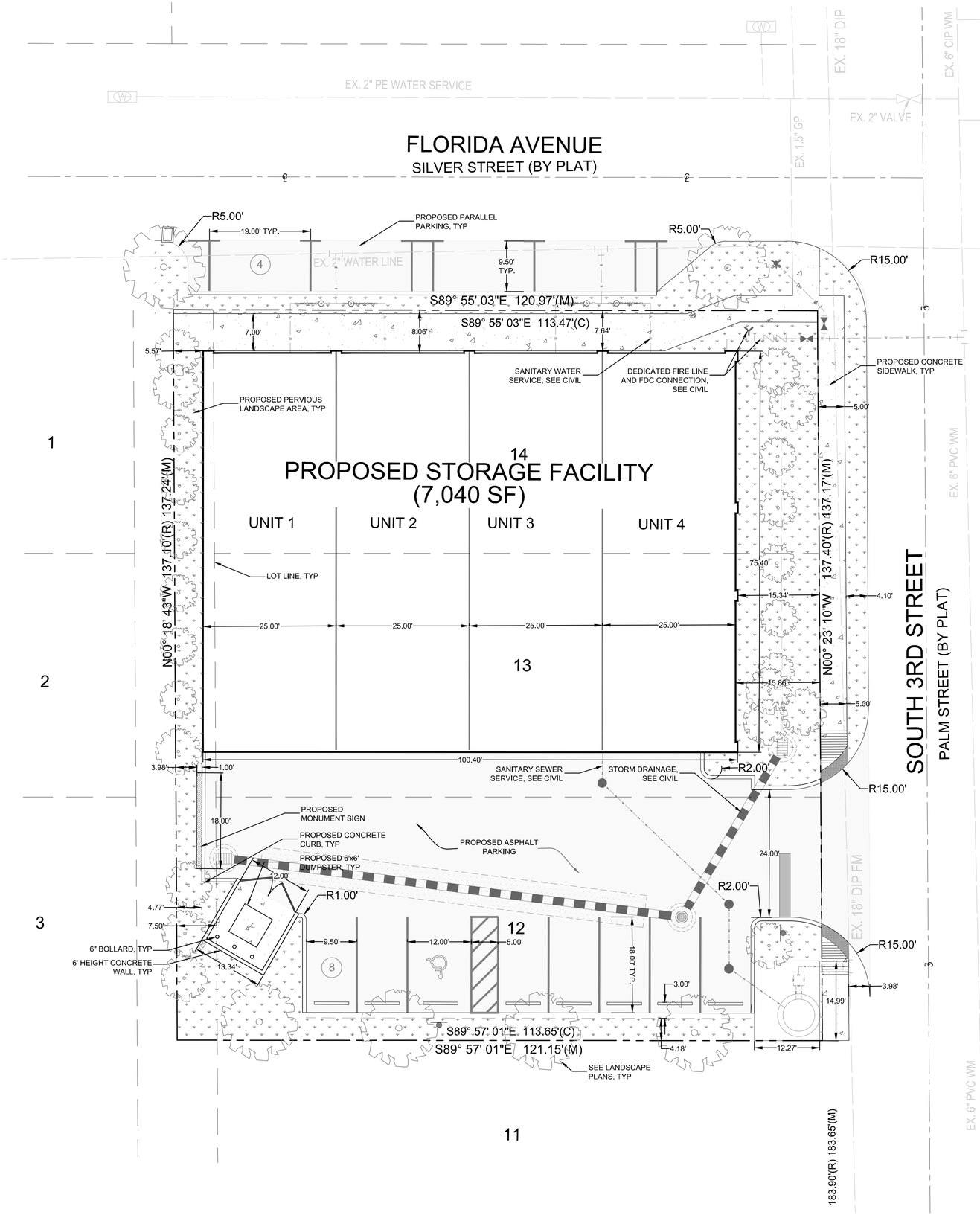
Parcel ID:	2410-711-0041-000-7
Existing Land Use:	Commercial
Existing Zoning:	C3
District:	CRA
Site Area:	16,617 sf (0.38 ac)
Building Size:	7,040 sf *(Warehouse)*
Parking Required:	12 spaces
Parking Provided:	12 spaces
ADA Parking Required	1 space
ADA Parking Provided:	1 space
Pervious Area:	2,993 sf (18.1%)
Impervious Area:	13,624 sf (81.9%)

Project Address:

PARCEL ID: #2410-711-0041-000-7, ADDRESS: 301 FLORIDA AVE, FORT PIERCE, FL 34950

Legal Description:

BLVD DEV CO`S S/D BLK C LOTS 12, 13 AND 14 AND E 1/2 OF VAC ALLEY ADJ ON W (MAP 24/10F).



Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Owner:

DDA Realty Group LLC
11166 SW Lunata Way
Port St Lucie, FL 34987

Fort Pierce Commercial

301 Florida Ave, Fort Pierce, FL 34950

Site Plan

Revisions

Date	Init.	Description
09.01.23	BW	Initial Submittal
11.07.23	BW	Revision 1

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	BW
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 10'

0 5' 10' 20'

SP-1

LANDSCAPE DATA:

TREE REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 120 LF x 10' WIDE
1,200 S.F. DIV. BY 300 = 4 TREES REQUIRED
EAST PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 111 LF x 10' WIDE
1,110 S.F. DIV. BY 300 = 4 TREES REQUIRED
SOUTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 121 LF x 10' WIDE
1,210 S.F. DIV. BY 200 = 6 TREES REQUIRED
WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 55 LF x 10' WIDE
550 S.F. DIV. BY 200 = 3 TREES REQUIRED

INTERIOR VEHICULAR USE AREAS = 5,523 S.F.
5,355/15 = 357 S.F. REQUIRED PLANTING AREA
4 INTERIOR VUA TREES REQUIRED

TOTAL TREES REQUIRED: 21 TREES

***TOTAL TREES PROVIDED: 21 TREES**

SHRUB REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 120 LF
120 DIV. BY 3 = 40 SHRUBS REQUIRED
EAST PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 111 LF
111 LF DIV. BY 3 = 37 SHRUBS REQUIRED
SOUTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 121 LF
121LF DIV BY. 3 = 41 SHRUBS REQUIRED
WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 55 LF
55 LF DIV. BY 3 = 19 SHRUBS REQUIRED

TOTAL SHRUBS REQUIRED: 137 SHRUBS

***TOTAL SHRUBS PROVIDED: 161 SHRUBS**

***TOTAL TREES & SHRUBS PROVIDED LOCATED THROUGHOUT THE SITE & IN ROW TO MEET MINIMUM REQUIREMENTS**

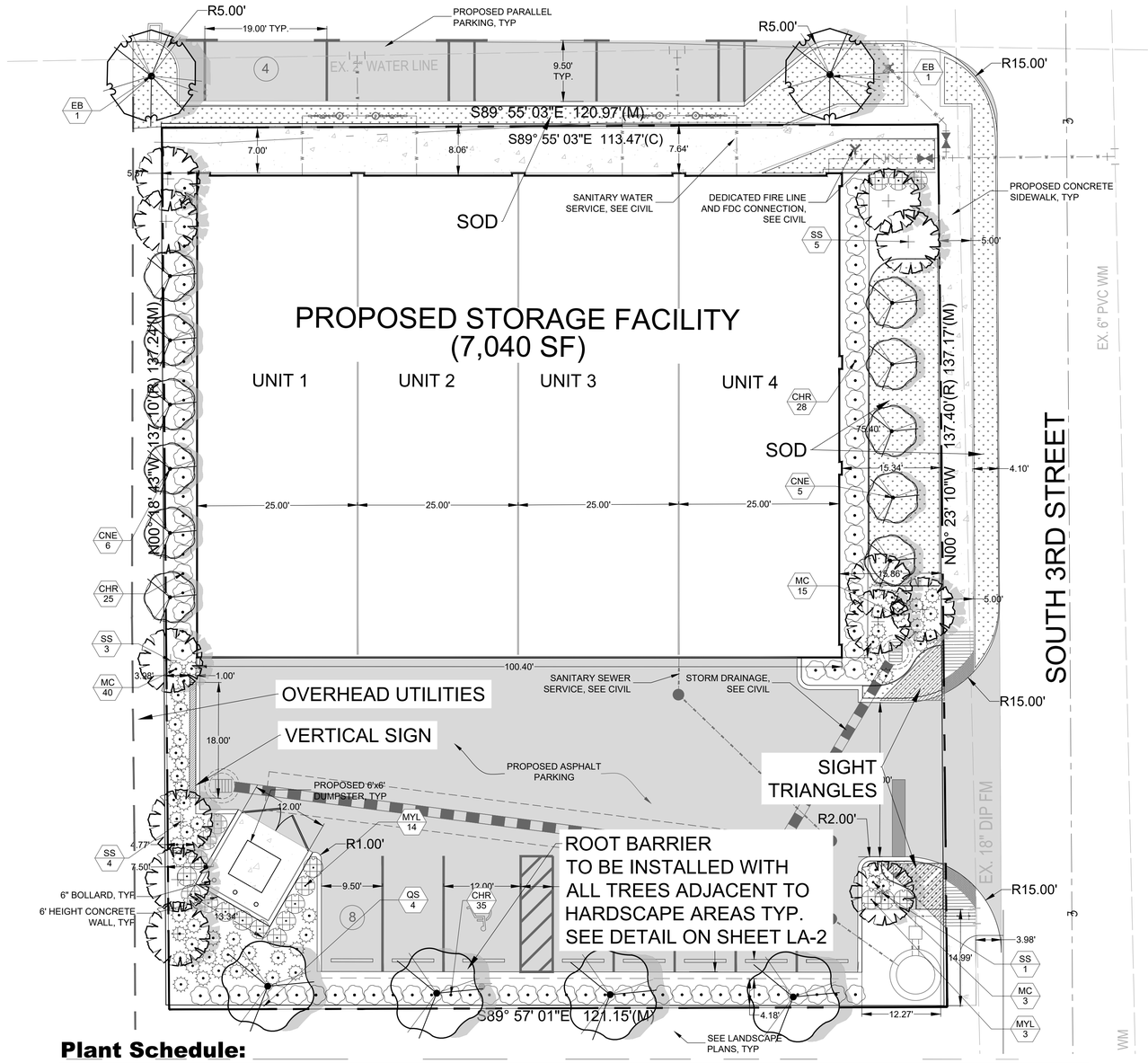
General Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
2. Trees shall be a minimum of twelve (12) feet in height and have a caliper of two and one-half (2 1/2) inches at four and one-half (4 1/2) feet above the ground when installed.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation.
10. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
11. Existing understory shall be maintained in areas of undisturbed native vegetation.
12. All Category 1 exotic plant species will be eradicated from the site.
13. Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
14. Irrigation to conform to all local and State regulations with regard to water consumption.
15. All new landscaping shall be provided with 100% irrigation coverage through the establishment period, not less than 1-year.

DRAWING INDEX:

LA-1: LANDSCAPE PLAN, LANDSCAPE DATA, & PLANT SCHEDULE
LA-2: LANDSCAPE DETAILS & SPECIFICATIONS

Know what's below. Call before you dig.



Plant Schedule:

	CNE	11	Conocarpus erectus `Sericeus`	Silver Buttonwood	45G	12` HT	6`W	STD, 4`CT, SP	Native	2.5" DBH
	EB	2	Elaeocarpus decipiens	Japanese Blueberry Tree	45G	12` HT	5`W	STD, 4`CT, SP	Non-native	2.5" DBH
	QS	4	Quercus virginiana	Southern Live Oak	45G	12` HT	5`W	6`CT, SP	Native	2.5" DBH
PALM TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	SS	12	Sabal palmetto	Sabal Palm	FG	10`-18` CT		SLK, HC, SP	Native	
SHRUBS	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	CHR	88	Chrysobalanus icaco `Redtip`	Red Tip Cocoplum	3G	24" HT	18"W	F	Native	
	MC	58	Muhlenbergia capillaris	Pink Muhly Grass	3G	24" HT	18"W	F	Native	
	MYL	20	Myrcianthes fragrans	Simpson`s Stopper	7G	48" HT	36" W	F	Native	
SOD/SEED	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	
	SOD	TBD	Paspalum notatum	Bahia Grass	SOD			Free of Weeds and Pests		

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
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1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Fort Pierce Commercial

Florida Avenue & S 3rd Street
Fort Pierce, Florida

Landscape Plan

Revisions

Date	Init.	Description
8.31.23	PG	Submittal
11.01.23	PG	Revision 1

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 10'

0 5' 10' 20'

LA-1

LANDSCAPE SPECIFICATIONS:

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.) .

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract.
The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jusidiction.

PART 3: EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil]:
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimmings from site.

3.05 GUYING:
A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

D. Stake & Brace all treess larger than 12' oa. See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs. per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

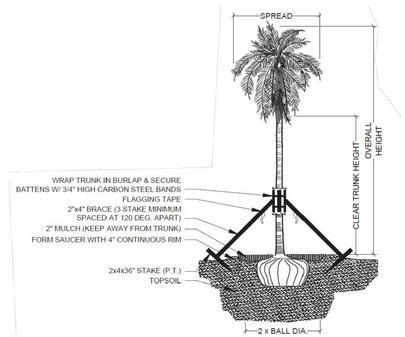
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

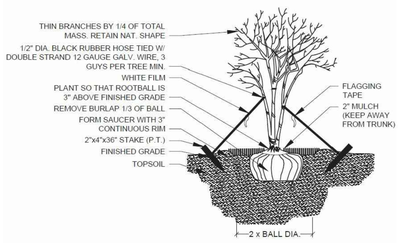
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

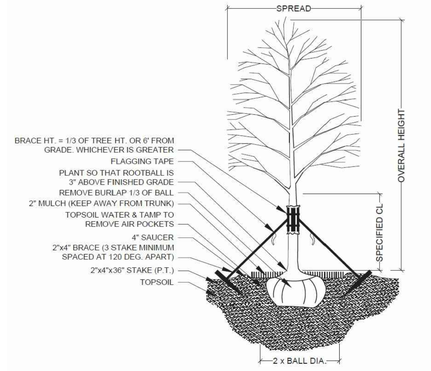
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



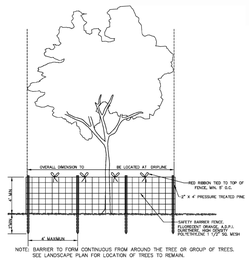
PALM PLANTING - ANGLE STAKE
NOT TO SCALE



MULTI-TRUNK PLANTING & GUYING
NOT TO SCALE

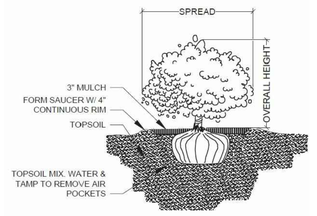


TREE PLANTING & STAKING
NOT TO SCALE



NOTE: BARRIER TO FORM CONTINUOUS FROM AROUND THE TREE OR GROUP OF TREES. SEE LANDSCAPE PLAN FOR LOCATION OF TREES TO REMAIN.

TREE PROTECTION DETAIL
NOT TO SCALE



SHRUB PLANTING
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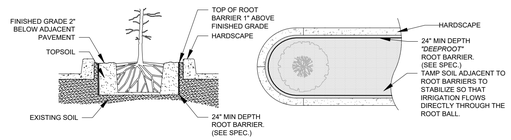
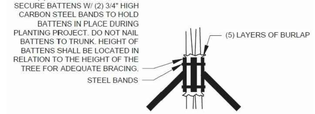
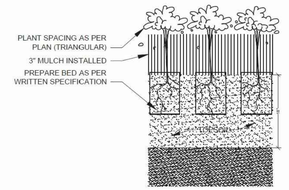


SPECIAL APPLICATIONS ROOT BARRIER DETAIL
NOTES: NOT TO SCALE
1- ROOT BARRIER SHALL BE "DEEPROOT" 24" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.



BRACING DETAIL
NOT TO SCALE



GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
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1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Fort Pierce Commercial

Florida Avenue & S 3rd Street
Fort Pierce, Florida

Details & Specifications

Revisions

Date	Init.	Description
8.31.23	PG	Submittal
11.01.23	PG	Revision 1

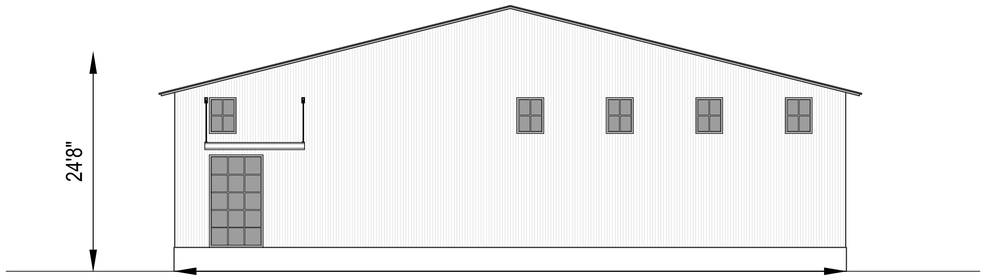
REGISTERED LANDSCAPE ARCHITECT — PAUL A. GOULAS — LA 6666807 — STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

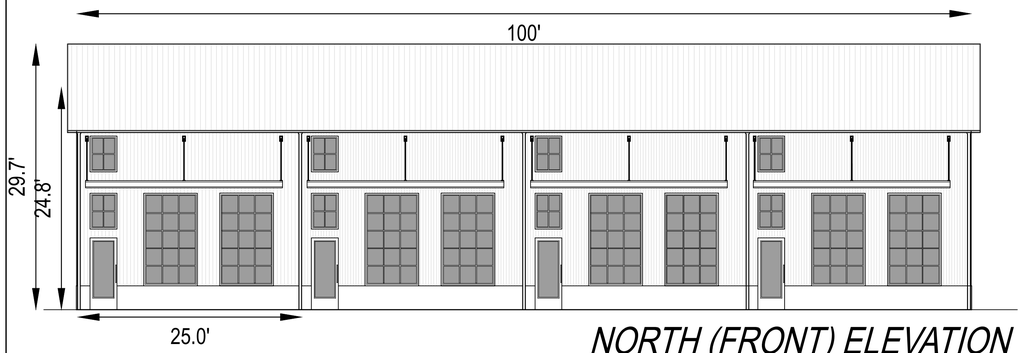
Drawn By:	PG
Checked By:	PG
Municipal Project:	
Scale:	

LA-2

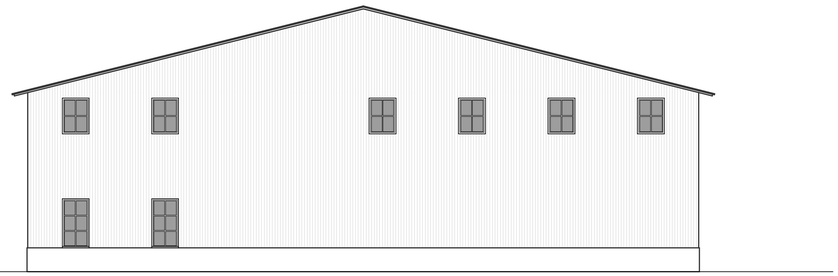
SOUTH (REAR) ELEVATION



EAST (SIDE) ELEVATION



NORTH (FRONT) ELEVATION



WEST (SIDE) ELEVATION

MC&A
Marcela Camblor & Associates, Inc
Town Planning
Architecture

Ft. Pierce Commercial

Firm Name and Address
MC&A
Marcela Camblor & Assoc.
47 W Osceola Street #203 - Stuart, FL 34994

Project Name and Address
FORT PIERCE COMMERCIAL
301 Florida Avenue
Fort Pierce, FL

Project	Sheet
FPC	1
Date: 11/13/2023	
Scale: 1 1/2" = 1'	

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Ryan Altizer, Senior Planner
RE:	**Rezoning and Site Plan - 23-43900004** **301 Florida Ave**
BOARD DATE:	December 21, 2023

Resubmittal of Rezoning and Site Plan at 301 Florida Ave

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Rezoning for a Planned Development with a Development and Design Review for a Site Plan at 301 Florida Ave.

Please send all comments to raltizer@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you,
Ryan

MARCELA CAMBLOR & ASSOCIATES, INC.
Town Planning • Architectural Design

Hand Delivery
January 16, 2024

Kev Freeman
Development Director, City of Fort Pierce
100 N US Highway 1,
Fort Pierce, Florida, 34950

Re.: Fort Pierce Commercial – Zoning Amendment to PD
Fort Pierce Commercial – Zoning Amendment to PD
PID:2410-711-0041-000-7 - Address: 301 Florida Avenue, Fort Pierce, FL

Dear Kev,

Please accept this resubmittal addressing staff comments to the application request to rezone vacant commercial property located at 301 Florida Avenue in Fort Pierce. The application to request a rezone from commercial General – C3 to Planned Development Zone (PD). Concurrent separate resubmittals have been delivered for consideration of Development Review and Site Plan and Design Review.

Included in this resubmittal response are the following materials as three paper sets and one electronic USB prepared in accordance and consistent with Land Development Ordinance Sec. 125-212, Planned Development Zone (PD) subsection (c), Application Requirements:

0 . Cover letter.
1 . Response to staff comments
2 . Amended Drainage Analysis
3 . Survey
4 . Amended Traffic Analysis
5 . Amended Drainage Analysis
6 . Amended Site Plan

We trust that the attached updated materials are acceptable for staff to be able to complete the necessary reviews ahead of working with our team to schedule the necessary public hearings. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Marcela Camblor-Cutsaimanis, AICP
Principal, MC&A Inc.

OSCEOLA ST. #203 - STUART - FLORIDA 34994
772.708.1108 – www.marcelacamblor.com

Subject: Rezoning PD and Site Plan (Development and Design Review) – 301 Florida Ave - Parcel IDs: 2410-711-0041-000-7 – Technical Review Committee Comments for December 21, 2023 TRC Meeting – Response to staff comments

Dear Staff
The following are responses to the comments received regarding the Fort Pierce Commercial site described above. Applicant's responses are italicized.

City of Fort Pierce Planning Department

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.
Applicant Response: Acknowledged.

2. Stop signs, stop bars, and directional arrow striping will need to be placed in proper intersection locations throughout the property.
Applicant Response: Acknowledged, see site plan.

3. 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.
Applicant Response: Acknowledged.

4. 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.
Applicant Response: Acknowledged.

Fort Pierce Engineering Department

1. The City of Fort Pierce Code of Ordinances specifies that roadways classified as "local" shall have a minimum right-of-way width of 60'. S. 3rd Street currently has a substandard right of- way width of 40' and Florida Avenue has a right-of-way width of 50'. Therefore, it is requested that the applicant provide a 10' right-of-way donation along S. 3rd Street (½ of the required 20') and 5' along Florida Avenue (½ of the required 10') as a part of the site plan approval process.
Applicant Response: Consistent with ROW dedications as easements in other projects in the area, the applicant is providing an easement to the City to ensure the land is available should the ROW need to be expanded. The applicant respectfully requests the approval of easements in lieu of donation given the constrained size of the property. See site plan.

2. Provide a minimum 5' wide concrete sidewalk within the Florida Avenue right-of-way as it appears the current public sidewalk is located within the project property boundaries.
Applicant Response: Acknowledged. With the proposed 5' roadway easement, 5' of the proposed sidewalk along Florida Avenue falls within the easement area. See site plan.

3. The survey and site plan shall indicate the paved Florida Avenue and S. 3rd Street roadways and the location of the Florida Avenue driveway for the property to the west of the project.
Applicant Response: Acknowledged. The survey indicates the pavement limits on adjacent property up to the centerline of the road and we believe this is sufficient information at this stage. The surveyor has retired so there would be a significant delay in resubmittal. The applicant will expand survey at final site plan stage.

4. Provide a note on the site plan that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 119 and 125.
Applicant Response: The site plan has been updated with this note.

5. Provide the required 10' landscape strip between the building and the Florida Avenue right of-way, the proposed parking and the south property line, and between the building and the west property line.
Applicant Response: This is a request for a PD. As such, the applicant is requesting a relief from this landscape strip/buffer. The result is a building consistent with the urban form desired for a walkable CRA district.

6. Indicate the driveway setback distance from the southerly property line.
Applicant Response: Included, see site plan.

7. The site plan shall include the parking lot aisle width adjacent to the parking stalls.
Applicant Response: Included. The site plan has been updated to include this dimension.

8. Update the dumpster to include the required pedestrian walk-thru access.
Applicant Response: A sidewalk and person door is now included in the site plan.

9. The site plan shall include a location map.
Applicant Response: Included, see site plan.

10. The required parking is identified as twelve spaces, yet the vehicle parking provided reflects eight spaces. Note: The proposed Florida Avenue on-street parking may not be included as provided parking as this is considered public parking and may not be dedicated to a particular entity.
Applicant Response: Acknowledged and amended. The initial proposal was including on-street parking in the count as it is to be built as part of this private endeavor and remain public. Count has been amended, see site plan.

11. Revise the site plan to provide the limits of the Florida Avenue paved roadway width once the on-street parking is constructed.
Applicant Response: Included, see site plan.

12. Revise the on-street parking to reflect an overall stall length of 22' as opposed to 19' as per the City of Fort Pierce Code of Ordinances Section 125-315(c)(l).
Applicant Response: Revised, see site plan, 22' lengths are now shown.

13. Where is the ultimate outfall for the project's stormwater collection system?
Applicant Response: The applicant does not believe there is a viable conveyance pipe to connect to. The applicant is proposing a structure adjacent to the ROW line at 3rd St. which will overflow into the road swale of 3rd St. at a controlled rate below predevelopment levels.

14. Revise the site plan to indicate a concrete driveway apron as per the requirements specified in the Code of Ordinances.
Applicant Response: Revised, see site plan. Driveway will be concrete within the 3rd St. ROW.

15. Provide a note on the site plan stipulating that all landscaping installed within the limits of the Florida Avenue right-of-way shall be maintained by the developer in accordance with an executed Landscape Memorandum of Agreement.
Applicant Response: Acknowledged, site plan amended accordingly.

16. Update the Curb Ramp Detail to require the use of truncated concrete brick domed pavers, brick-red in color, as the detectable warning.
Applicant Response: Acknowledged, a note reflecting this has been added to the PGD plan.

17. Relocate the proposed water meters and RPZ backflow preventers to be installed within the limits of the property and not within the Florida Avenue public R/W.
Applicant Response: Acknowledged, revised. These facilities are now relocated out of the ROW and roadway easements.

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. All new construction or alterations shall meet the requirements of the Florida Building Code 7 th Edition.

3. Building Permit required.

4. Signed and sealed construction drawings required.

5. Must meet the following accessibility requirements: accessible route, handicapped parking spaces and means of egress.

6. Shall meet the Fire Prevention Code.

Applicant Response: Acknowledged.

Fort Pierce Police Department

No comments at this time.
Applicant Response: Acknowledged.

St. Lucie County Planning Department

Comments may be forthcoming St. Lucie County.
Applicant Response: Acknowledged.

PW/Engineering

No comments at this time.
Applicant Response: Acknowledged.

City Clerk Office

Comments may be forthcoming,
Applicant Response: Acknowledged.

Code Enforcement

Comments may be forthcoming.
Applicant Response: Acknowledged.

Fort Pierce Utilities Authority FPUA W/WW Engineering:

The TRC application for Fort Pierce Flex Office Space has been reviewed by the FPUA Water/Wastewater Engineering Dept. with the following comments: Water and sewer are available to serve the property. Please submit three sets of construction plans to this office for review and approval along with a plan review and commercial service application.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. Approved.

Please contact Sal Scimeca for electric customer requirements and project coordination.

Sal Scimeca Engineering Technician III Electric & Gas Engineering Fort Pierce Utilities Authority sscimeca@fpua.com 772.466.1600 ext. 6957 FPUA

Gas: Approved. Natural Gas is available via S 3rd St. FPUAnet Fiber: FPUAnet Approves.

Fiber Internet Service – Is Available. If client would like Fiber Internet Service from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for Fiber Internet requirements if service is desired.
Applicant Response: Acknowledged.

St. Lucie County Fire District

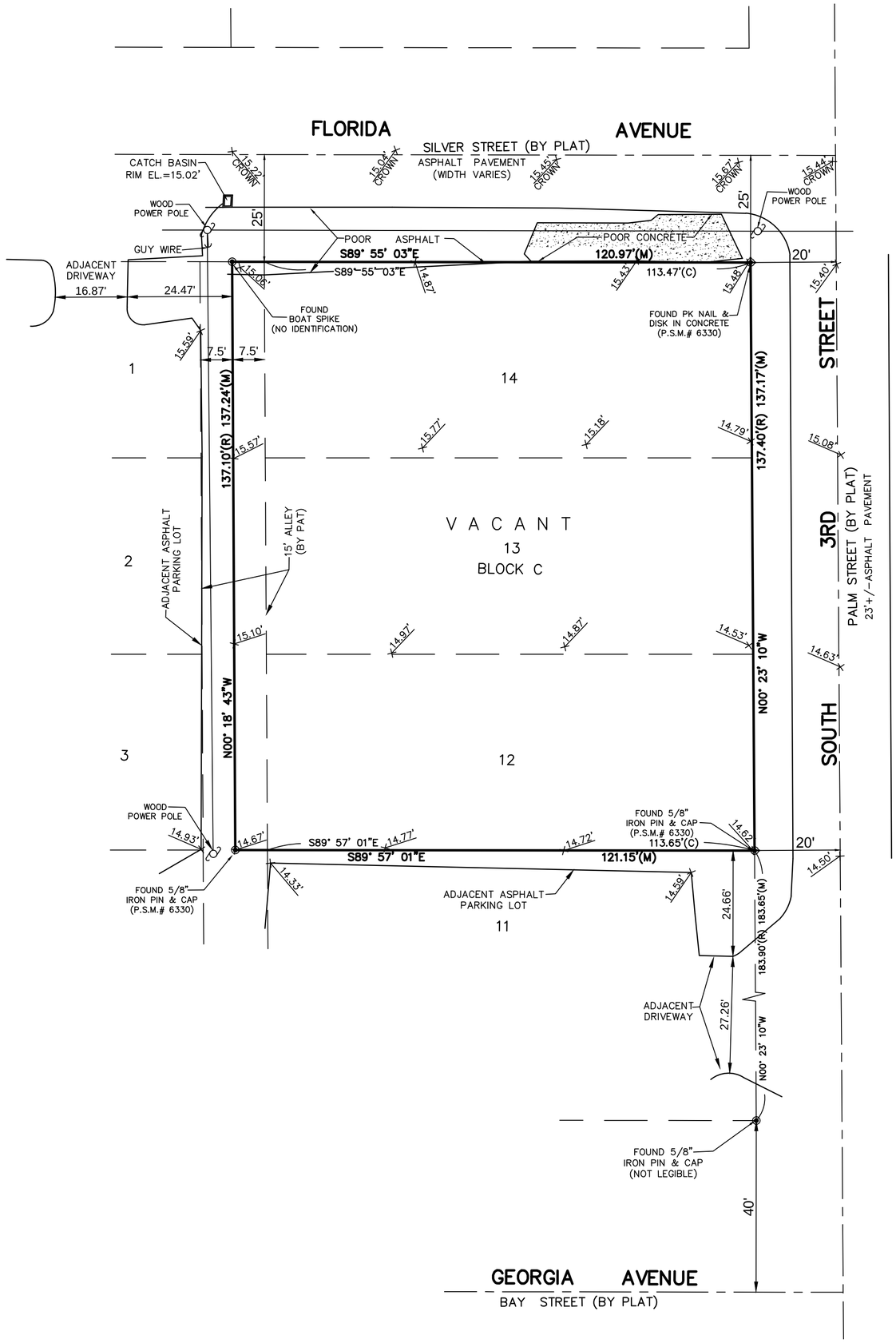
Comments may be forthcoming
Applicant Response: Acknowledged.

Florida Department of Transportation

Comments may be forthcoming.
Applicant Response: Acknowledged.

St. Lucie County School Board

Comments may be forthcoming.
Applicant Response: Acknowledged.



LEGEND

℄	= CENTER LINE
FND.	= FOUND
CONC.	= CONCRETE
	= CONCRETE PAVEMENT
	= ASPHALT PAVEMENT
P.C.	= POINT OF CURVE
◉	= SET 1/2" IRON PIN & CAP LB #7383
LB	= LICENSES BUSINESS
LS	= LICENSES SURVEYOR
P.S.M.	= PROFESSIONAL SURVEYOR & MAPPER
U.E.	= ULILITY EASEMENT
ID.	= IDENTIFICATION
L/P	= LIGHT POLE
TRANS	= TRANSFORMER
F.P.L.	= FLORIDA POWER & LIGHT
00.00'	= EXISTING ELEVATIONS

GRAPHIC SCALE

20 0 10 20

(IN FEET)
1 inch = 20 ft.

THIS IS A BOUNDARY SURVEY

OF

LEGAL DESCRIPTION

Lots 12, 13 and 14, Block C, BOULEVARD DEVELOPMENT COMPANY RE-SUBDIVISION IN CITY OF FORT PIERCE, according to the map or plat thereof as recorded in Plat Book 3, Page 3, Public Records of Saint Lucie County, Florida. Together with the East 1/2 of vacated ally abutting on the West.

SURVEYOR'S CERTIFICATE:

I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the boundary survey of the real property described hereon. I further certify that this boundary survey was prepared in accordance with the applicable provisions of Chapter 5J-17 Florida Administrative Code.

Manucy Land Surveyors, Inc.

JOHN H. MANUCY, JR. LICENSE NUMBER LS 5158 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Date : 9/20/2023
Revision 1:
Revision 2:

John H. Manucy Jr. P.S.M.
Professional Surveyor & Mapper No. 5158
State of Florida.

SURVEYOR'S NOTES:

1) The Legal Description was provided by St. Lucie County Public Records Official Records Book 4990, Page 2485.
2) Type of Drawing: BOUNDARY SURVEY
3) Bearings shown hereon are based on: The Southerly line of said Lot 12, Lot 12, CYPRESS ISLAND OF PALM BEACH POLO AND COUNTRY CLUB-WELLINGTON P.U.D., according to the map or plat thereof as recorded in Plat Book 90, Page 9, Public Records of Palm Beach County, Florida, said line is assumed to bear N.76°21'30"E. and all lines are relative to.
4) Elevations are based on: North American Vertical Datum 88
5) Bench Mark Used: St. Lucie County BM (N-350) EL.=13.56'
6) This survey or the copies thereof are not valid without the original signature and raised seal or a Verifiable Electronic Signature of a Florida licensed Surveyor and Mapper. The electronic signature appearing on this document was authorized by John H. Manucy Jr, P.S.M. 5158. If this survey/document is signed using an electronic signature then it is for the sole use of the party/agency to whom it was originally transmitted and shall not be copied or distributed to any other parties without written or email consent. Any additional copies or distribution to other parties are not valid.
7) Contact the appropriate authority prior to any design work on the herein described parcel for Building and Zoning information.
8) This BOUNDARY SURVEY, has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party:
   a.
   b.
   c.
   d.
9) Property Address:
   301 Florida Avenue
   Fort Pierce, Florida. 34950
10) Flood Zone: "AH"
    Base Flood Elev. 16.0'
    FEMA Panel Number: 12111C 0179 K
    Date: February 19, 2020
11) Underground foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown.
12) All bearings and distances shown hereon are record and measured unless otherwise shown.

DATE	REVISIONS	INITIALS
1-16-24	ADD ADJACENT DRIVEWAYS	J.H.M.

MANUCY LAND SURVEYORS, INC.
12660 157TH STREET NORTH
JUPITER, FLORIDA 33478
PHONE: (561) 427-0855 LB 7383

SCALE: 1"=20'	DRAWN BY:	FIELD BOOK:	ORDER NO.
DATE: 09-20-23	J.H.M.	7050.txt	7050

BOUNDARY SURVEY OF LOTS 12, 13 AND 14 BLOCK C, BOULEVARD DEVELOPMENT COMPANY RE-SUBDIVISION IN CITY OF FORT PIERCE PLAT BOOK 3, PAGE 3, SAINT LUCIE COUNTY, FLORIDA.

PREPARED FOR: **DDA REALITY GROUP, LLC**

301 Florida Avenue Rezoning Traffic Analysis

The request is to rezone the 0.38acre property to PD from C-3. Inherently in the PD zoning district the density cannot be increased above that of the underlying zoning district (C-3), therefore there cannot be adverse impacts to infrastructure, traffic or otherwise. For the purposes of this analysis, we have analyzed a potential C-3 zoned property. the maximum building height is 65 feet and the maximum lot coverage is 60%. Therefore we will analyze a 49,600sf office building which would be 60% lot coverage and 5 stories. The following chart indicates the daily trips from this use would be approximately 600 trips.

General Office Building
(710)

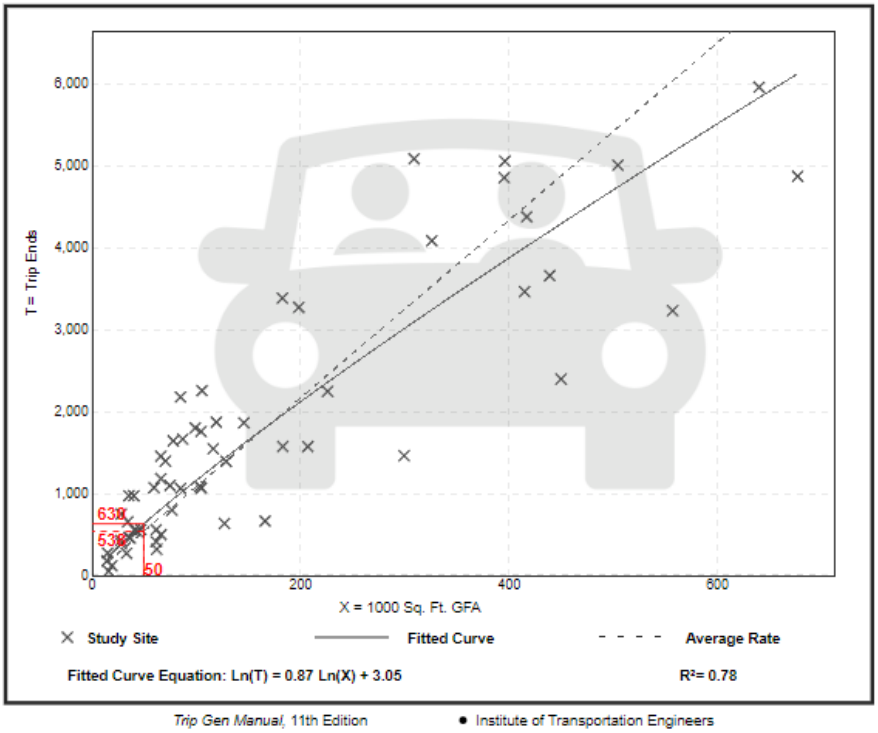
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

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



Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

As previously stated, the PD zoning district cannot exceed the underlying density therefore the allowed use for the rezoning request would be identical to the chart above.

The specific plan associated with this application is for a 7,040sf warehouse use. The below chart represents the daily trips from this use being 49 daily trips.

Warehousing
(150)

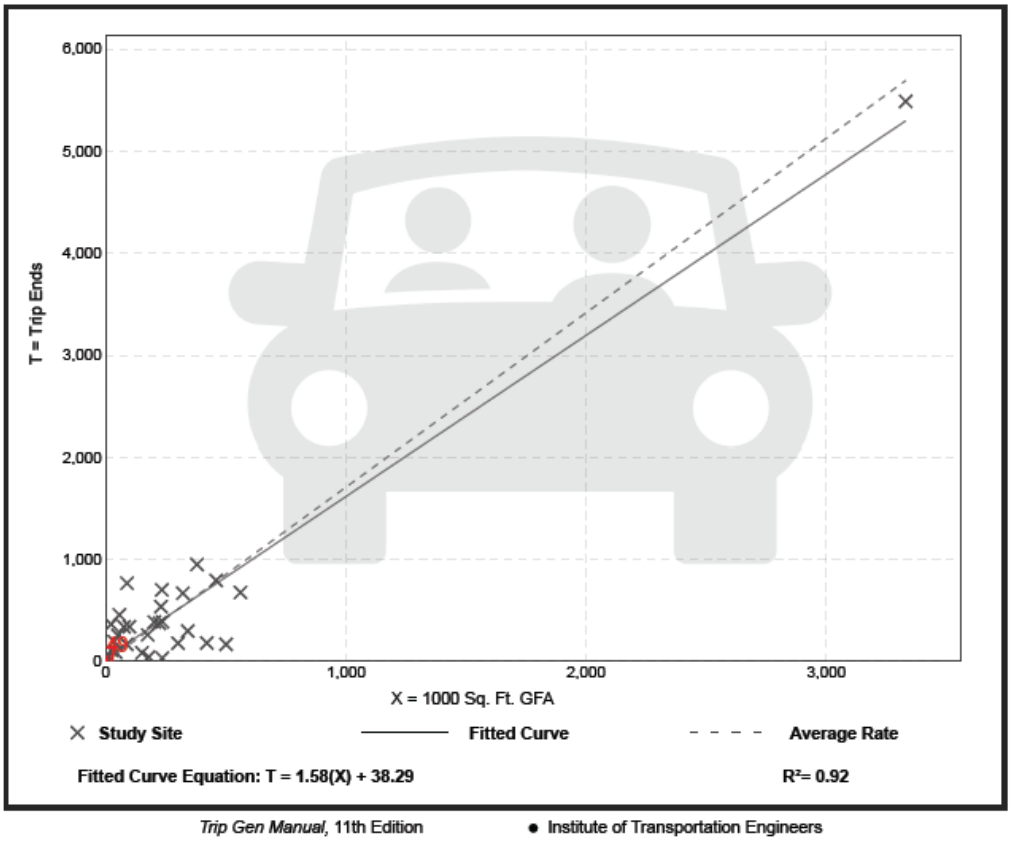
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 31
Avg. 1000 Sq. Ft. GFA: 292
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.71	0.15 - 16.93	1.48

Data Plot and Equation



Trip Gen Manual, 11th Edition ● Institute of Transportation Engineers

For the purposes of the rezoning request we believe this data is sufficient to confirm traffic will not be adversely impacted by this request.

301 Florida Avenue Rezoning Drainage Analysis

The request is to rezone the 0.38acre property to PD from C-3. Inherently in the PD zoning district the density cannot be increased above that of the underlying zoning district (C-3), therefore there cannot be adverse impacts to infrastructure, drainage or otherwise. For the purposes of this analysis, we have analyzed a potential C-3 zoned property. The maximum lot coverage is 60%. For this 0.38ac parcel this equates to a building size of 9,932sf. The proposed building is 7,040sf which is below the 60% threshold for the underlying zoning district.

We have provided support calculations to demonstrate water quality is exceeded by the proposed plan. Additional calculations will be provided for the Site Work Permit which will demonstrate a pre vs post analysis for 25, 5 and 3 year storm events will be met wherein discharge will be reduced in all three events.

THOMAS ENGINEERING GROUP

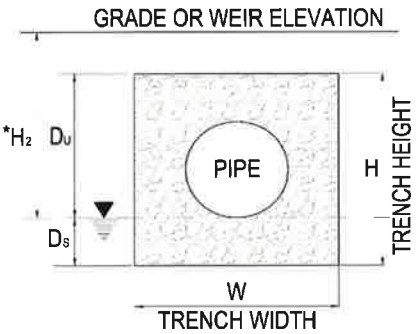
Date: 9/5/2023
Project: 301 Florida Avenue Storage
Project No: FJ230016

Exfiltration Trench Calculations

K-Value:

Test Hole #	(cfs/ft^2/ft hd)
EX-1	7.51E-04
EX-2	
K_{AVG}	7.51E-04

Trench:



* DEPTH OF EFFECTIVE HEAD

Water Table Elev. 11.00

Elev. 15.00 (Grade or Wier)

Elev. 14.50 (Top of Trench)

Elev. 10.00 (Bottom of Trench)

K =	7.51E-04	cfs/ft^2 - ft head
H_2 =	4.00	ft
W =	8.00	ft
D_u =	3.50	ft
D_s =	1.00	ft
H = Du + Ds =	4.50	ft

2) Compute Provided Trench Volume:

L = 68 feet

V = L x (K(H2W + 2H2Du - Du^2 + 2H2Ds) + (1.39 x 10^-4)Wdu)

V = 3.11 ac-in or 0.26 ac-ft

Proposed Trench exceeds Water Quality Requirements

Trench Stage-Storage Calcs		
Stage (ft)	**Area (ac)**	**Storage (ac-ft)**
11.00		0.00
12.00		0.07
13.00		0.13
14.00		0.20
15.00		0.26
16.00		0.26
17.00		0.26
18.00		0.26

THOMAS ENGINEERING GROUP
1000 Corporate Drive, Ft. Lauderdale, FL 33334
Tel: 954-202-7000
Fax: 954-202-7070

Date: 9/5/2023
Project: 301 Florida Avenue Storage
Project No: FJ230016

Calculated By: JMG
Checked By: JMG

PROPOSED QUALITY CALCULATIONS

Design Criteria:

Estimated Seasonal High Water Level: 11.00 NAVD

Proposed Acreages

Lake Areas (A_L):	0 sf	or	0.000 ac
Roof Areas (A_R):	7,040 sf	or	0.162 ac
Paved Areas (A_P):	6,377 sf	or	0.146 ac
Green Areas (A_G):	3,200 sf	or	0.073 ac
Total (A_T):	16,617 sf	or	0.381 ac

Compute Required Water Quality Volume:

1) Provide at least 1 inch over the developed project:

V_{PRE} = 1 inch x A_T x 1 ft / 12 inches
= 1 x 0.381 / 12
= 0.03 ac-ft or 0.36 ac-in

2) Provide 2.5" over % impervious area:

a) Site Area for water quality pervious/impervious calculation:

A_S = A_T - (A_L + A_R)
= 0.381 - (0 + 0.162)
= 0.22 ac of site area for water quality pervious/impervious

b) Impervious area for water quality pervious/impervious calculation:

A_{IMP} = A_S - A_G
= 0.219 - 0.073
= 0.15 ac of impervious area for water quality pervious/impervious

c) Percent of impervious for water quality calculation:

= A_{IMP} / A_S x 100%
= 0.146 / 0.219 x 100%
= 66.7% impervious

d) For 2.5" times the percent impervious:

= 2.5" x % impervious area
= 2.5 x 0.667
= 1.67 inches to be treated

e) Compute volume required volume for quality detention

V_{PRE} = inches to be treated x (A_T - A_L)
= 1.67 x (0.381 - 0) x 1 foot / 12 inches)
= 0.05 ac-ft or 0.64 ac-in

3) Since the 0.64 ac-in is greater than the 0.36 ac-in computed for the first inch of runoff the volume of 0.64 ac-in controls.

Soil Storage = 1.570 in

Curve Number = 86.4

THOMAS
GEOTECHNICAL SERVICES
GEOTECHNICAL • TESTING • INSPECTIONS

September 12, 2023

Mr. Anthony Ghersi, Owner
DDA Realty Group, LLC
11166 SW Lunata Way
Port St. Lucie, Florida 34987
Email: gothamplumbing@gmail.com
Phone: 561-779-7303

Re: Borehole Permeability (BHP) Test
Proposed New Metal Warehouse Building
301 Florida Avenue
Fort Pierce, FL 34950
TGS File No. 23-537-1

Dear Anthony:

As requested, **Thomas Geotechnical Services, LLC (TGS)** has completed a Borehole Permeability (BHP) test, at the above-referenced site.

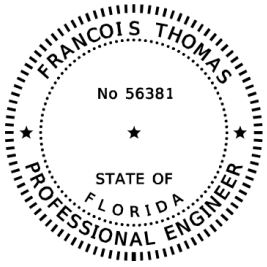
The BHP test was conducted in accordance with South Florida Water Management District (SFWMD) Standards. The test was performed using the usual open-hole, constant head methodology. The boring was completed as an open well with gravel pack (6-20 silica sand). The well screen slot widths were 0.020 inches. Water was then pumped into the open well, and the amount of water required to maintain constant head was recorded. The result of our field permeability test at the site is attached for reference.

If you have any questions pertaining to this report, or if we may be of further service, please contact our office.

Very truly yours,

TGS

Francois Thomas, P.E.
Principal Engineer/President
FL Registration No. 56381



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

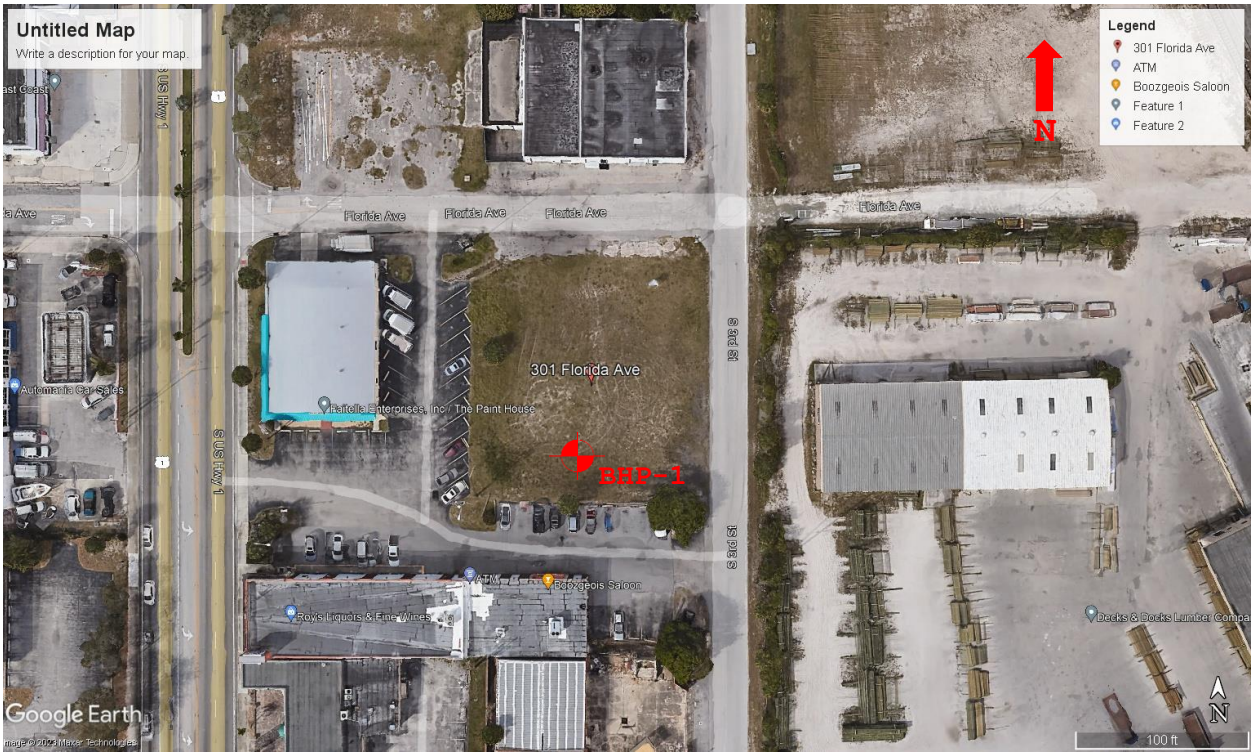
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THOMAS GEOTECHNICAL SERVICES , LLC
6594 WOODLAKE ROAD
JUPITER, FL 33458
CERTIFICATE OF AUTORIZATION 34141

Attachment: Boring Location Pan
Summary of Exfiltration Test Result

Boring Location Plan



Approximate BHP Test Location

Summary of Exfiltration Test Results
Proposed New Metal Warehouse Building
301 Florida Avenue, Fort Pierce, Florida 34950
TGS Project No. 23-537-1

Test Location	Date Performed	Diameter		Depth of Hole	Depth to Groundwater Level Below Ground Surface (Feet)		Hydraulic Head, H_2	Saturated Hole Depth, Ds	Average Flow Rate, Q	Horizontal Hydraulic Conductivity (K)
		Hole (Inches)	Casing (Inches)	(Feet)	Prior to Test	During Test	(Feet)	(Feet)	(gpm)	($ft^3/sec/ft^2$-ft Head)
BHP-1	9/7/2023	6	3	10.0	5.0	0.0	5.0	5.0	10.00	7.51E-04

Note:

(1) The above hydraulic conductivity values represent an ultimate value. The designer should decide on the required factor of safety

(2) The hydraulic conductivity values were calculated based on the South Florida Water Management Districts's USUAL OPEN HOLE CONSTANT HEAD percolation test procedure.

(3) Casing diameter was used for the calculation of hydraulic conductivity values.

Site Data:

Parcel ID:	2410-711-0041-000-7
Existing Land Use:	Commercial
Existing Zoning:	C3
District:	CRA
Site Area:	16,617 sf (0.38 ac)
Building Size:	7,040 sf *(Warehouse)*
Parking Required:	12 spaces
Parking Provided:	8 spaces
ADA Parking Required	1 space
ADA Parking Provided:	1 space
Pervious Area:	1,743 sf (10.5%)
Impervious Area:	14,874 sf (89.5%)

Project Address:

PARCEL ID: #2410-711-0041-000-7, ADDRESS: 301 FLORIDA AVE, FORT PIERCE, FL 34950

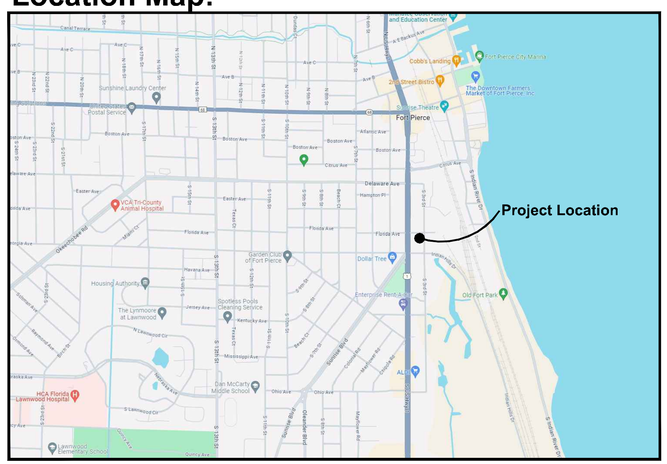
Legal Description:

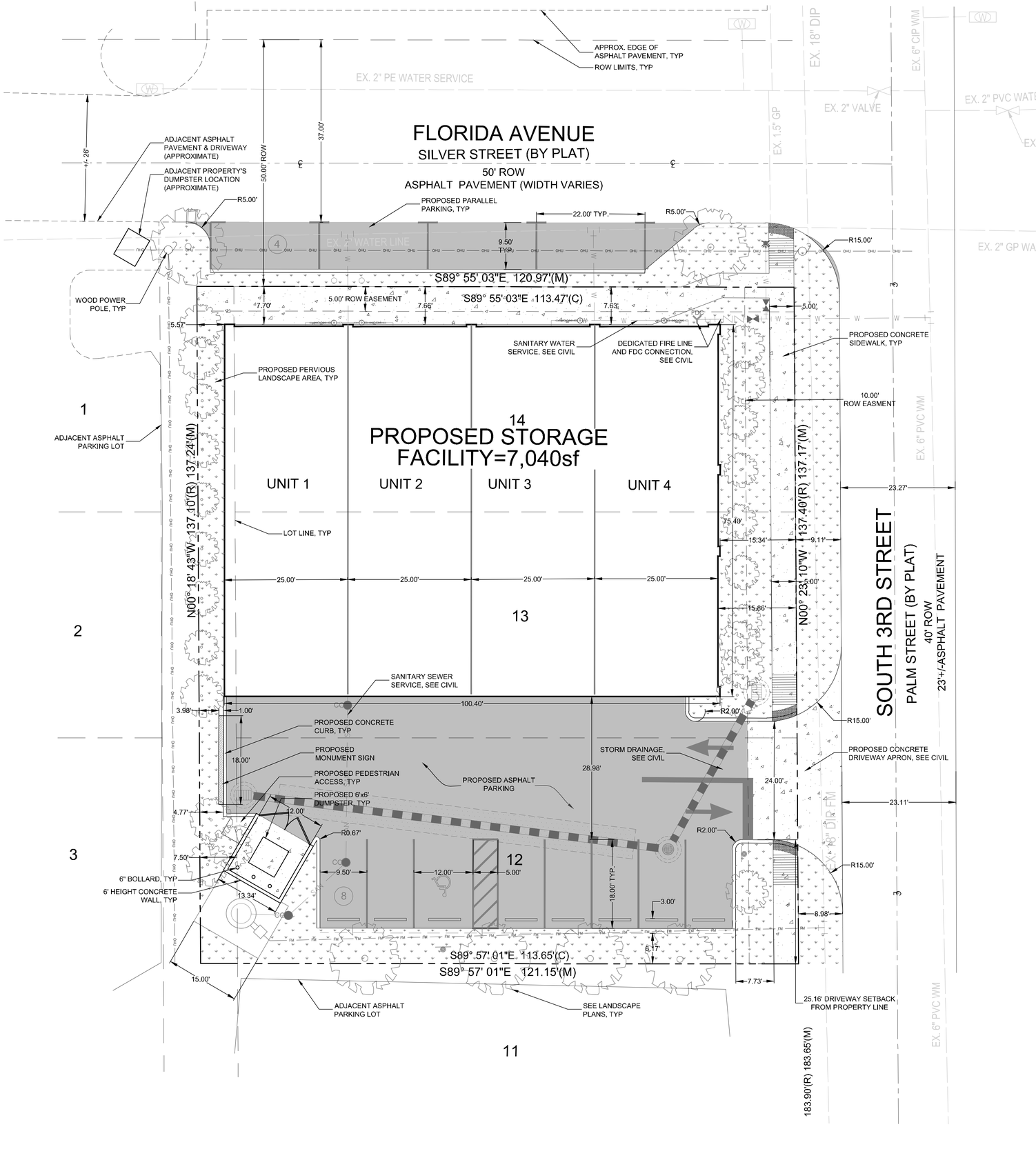
BLVD DEV CO`S S/D BLK C LOTS 12, 13 AND 14 AND E 1/2 OF VAC ALLEY ADJ ON W (MAP 24/10F).

Notes:

1. All construction shall comply with the City of Fort Pierce Code of Ordinances Sections 119 and 125.
2. All landscaping installed within the limits of the Florida Avenue right-of-way shall be maintained by the developer in accordance with an executed Landscape Memorandum of Agreement.

Location Map:





Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, FL 34983

Owner:

DDA Realty Group LLC
11166 SW Lunata Way
Port St Lucie, FL 34987

Fort Pierce Commercial

301 Florida Ave, Fort Pierce, FL 34950

Site Plan

Revisions		
Date	Init.	Description
09.01.23	BW	Initial Submittal
11.07.23	BW	Revision 1
01.19.24	BW	Revision 2

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	BW
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 10'

0 5' 10' 20'

SP-1

MARCELA CAMBLOR & ASSOCIATES, INC.
Town Planning • Architectural Design

Hand Delivery
January 16, 2024

Kev Freeman
Development Director, City of Fort Pierce
100 N US Highway 1,
Fort Pierce, Florida, 34950

Re.: Fort Pierce Commercial – Zoning Amendment to PD
Fort Pierce Commercial – Zoning Amendment to PD
PID:2410-711-0041-000-7 - Address: 301 Florida Avenue, Fort Pierce, FL

Dear Kev,

Please accept this resubmittal addressing staff comments to the application request to rezone vacant commercial property located at 301 Florida Avenue in Fort Pierce. The application to request a rezone from commercial General – C3 to Planned Development Zone (PD). Concurrent separate resubmittals have been delivered for consideration of Development Review and Site Plan and Design Review.

Included in this resubmittal response are the following materials as three paper sets and one electronic USB prepared in accordance and consistent with Land Development Ordinance Sec. 125-212, Planned Development Zone (PD) subsection (c), Application Requirements:

0 . Cover letter.
1 . Response to staff comments
2 . Amended Drainage Analysis
3 . Survey
4 . Amended Traffic Analysis
5 . Amended Drainage Analysis
6 . Amended Site Plan

We trust that the attached updated materials are acceptable for staff to be able to complete the necessary reviews ahead of working with our team to schedule the necessary public hearings. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Marcela Camblor-Cutsaimanis, AICP
Principal, MC&A Inc.

OSCEOLA ST. #203 - STUART - FLORIDA 34994
772.708.1108 – www.marcelacamblor.com

Encl.

Subject: Rezoning PD and Site Plan (Development and Design Review) – 301 Florida Ave - Parcel IDs: 2410-711-0041-000-7 – Technical Review Committee Comments for December 21, 2023 TRC Meeting – Response to staff comments

Dear Staff
The following are responses to the comments received regarding the Fort Pierce Commercial site described above. Applicant's responses are italicized.

City of Fort Pierce Planning Department

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.
Applicant Response: Acknowledged.

2. Stop signs, stop bars, and directional arrow striping will need to be placed in proper intersection locations throughout the property.
Applicant Response: Acknowledged, see site plan.

3. 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.
Applicant Response: Acknowledged.

4. 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.
Applicant Response: Acknowledged.

Fort Pierce Engineering Department

1. The City of Fort Pierce Code of Ordinances specifies that roadways classified as "local" shall have a minimum right-of-way width of 60'. S. 3rd Street currently has a substandard right of- way width of 40' and Florida Avenue has a right-of-way width of 50'. Therefore, it is requested that the applicant provide a 10' right-of-way donation along S. 3rd Street (½ of the required 20') and 5' along Florida Avenue (½ of the required 10') as a part of the site plan approval process.
Applicant Response: Consistent with ROW dedications as easements in other projects in the area, the applicant is providing an easement to the City to ensure the land is available should the ROW need to be expanded. The applicant respectfully requests the approval of easements in lieu of donation given the constrained size of the property. See site plan.

2. Provide a minimum 5' wide concrete sidewalk within the Florida Avenue right-of-way as it appears the current public sidewalk is located within the project property boundaries.
Applicant Response: Acknowledged. With the proposed 5' roadway easement, 5' of the proposed sidewalk along Florida Avenue falls within the easement area. See site plan.

3. The survey and site plan shall indicate the paved Florida Avenue and S. 3rd Street roadways and the location of the Florida Avenue driveway for the property to the west of the project.
Applicant Response: Acknowledged. The survey indicates the pavement limits on adjacent property up to the centerline of the road and we believe this is sufficient information at this stage. The surveyor has retired so there would be a significant delay in resubmittal. The applicant will expand survey at final site plan stage.

4. Provide a note on the site plan that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 119 and 125.
Applicant Response: The site plan has been updated with this note.

5. Provide the required 10' landscape strip between the building and the Florida Avenue right of-way, the proposed parking and the south property line, and between the building and the west property line.
Applicant Response: This is a request for a PD. As such, the applicant is requesting a relief from this landscape strip/buffer. The result is a building consistent with the urban form desired for a walkable CRA district.

6. Indicate the driveway setback distance from the southerly property line.
Applicant Response: Included, see site plan.

7. The site plan shall include the parking lot aisle width adjacent to the parking stalls.
Applicant Response: Included. The site plan has been updated to include this dimension.

8. Update the dumpster to include the required pedestrian walk-thru access.
Applicant Response: A sidewalk and person door is now included in the site plan.

9. The site plan shall include a location map.
Applicant Response: Included, see site plan.

10. The required parking is identified as twelve spaces, yet the vehicle parking provided reflects eight spaces. Note: The proposed Florida Avenue on-street parking may not be included as provided parking as this is considered public parking and may not be dedicated to a particular entity.
Applicant Response: Acknowledged and amended. The initial proposal was including on-street parking in the count as it is to be built as part of this private endeavor and remain public. Count has been amended, see site plan.

11. Revise the site plan to provide the limits of the Florida Avenue paved roadway width once the on-street parking is constructed.
Applicant Response: Included, see site plan.

12. Revise the on-street parking to reflect an overall stall length of 22' as opposed to 19' as per the City of Fort Pierce Code of Ordinances Section 125-315(c)(l).
Applicant Response: Revised, see site plan, 22' lengths are now shown.

13. Where is the ultimate outfall for the project's stormwater collection system?
Applicant Response: The applicant does not believe there is a viable conveyance pipe to connect to. The applicant is proposing a structure adjacent to the ROW line at 3rd St. which will overflow into the road swale of 3rd St. at a controlled rate below predevelopment levels.

14. Revise the site plan to indicate a concrete driveway apron as per the requirements specified in the Code of Ordinances.
Applicant Response: Revised, see site plan. Driveway will be concrete within the 3rd St. ROW.

15. Provide a note on the site plan stipulating that all landscaping installed within the limits of the Florida Avenue right-of-way shall be maintained by the developer in accordance with an executed Landscape Memorandum of Agreement.
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17. Relocate the proposed water meters and RPZ backflow preventers to be installed within the limits of the property and not within the Florida Avenue public R/W.
Applicant Response: Acknowledged, revised. These facilities are now relocated out of the ROW and roadway easements.

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. All new construction or alterations shall meet the requirements of the Florida Building Code 7 th Edition.

3. Building Permit required.

4. Signed and sealed construction drawings required.

5. Must meet the following accessibility requirements: accessible route, handicapped parking spaces and means of egress.

6. Shall meet the Fire Prevention Code.

Applicant Response: Acknowledged.

Fort Pierce Police Department

No comments at this time.
Applicant Response: Acknowledged.

St. Lucie County Planning Department

Comments may be forthcoming St. Lucie County.
Applicant Response: Acknowledged.

PW/Engineering

No comments at this time.
Applicant Response: Acknowledged.

City Clerk Office

Comments may be forthcoming,
Applicant Response: Acknowledged.

Code Enforcement

Comments may be forthcoming.
Applicant Response: Acknowledged.

Fort Pierce Utilities Authority FPUA W/WW Engineering:

The TRC application for Fort Pierce Flex Office Space has been reviewed by the FPUA Water/Wastewater Engineering Dept. with the following comments: Water and sewer are available to serve the property. Please submit three sets of construction plans to this office for review and approval along with a plan review and commercial service application.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. Approved.

Please contact Sal Scimeca for electric customer requirements and project coordination.

Sal Scimeca Engineering Technician III Electric & Gas Engineering Fort Pierce Utilities Authority sscimeca@fpua.com 772.466.1600 ext. 6957 FPUA

Gas: Approved. Natural Gas is available via S 3rd St. FPUAnet Fiber: FPUAnet Approves.

Fiber Internet Service – Is Available. If client would like Fiber Internet Service from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for Fiber Internet requirements if service is desired.
Applicant Response: Acknowledged.

St. Lucie County Fire District

Comments may be forthcoming
Applicant Response: Acknowledged.

Florida Department of Transportation

Comments may be forthcoming.
Applicant Response: Acknowledged.

St. Lucie County School Board

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MARCELA CAMBLOR & ASSOCIATES, INC.
Town Planning • Architectural Design

Hand Delivery
January 16, 2024

Kev Freeman
Development Director, City of Fort Pierce
100 N US Highway 1,
Fort Pierce, Florida, 34950

Re.: Fort Pierce Commercial – Development Review Site Plan Application
PID:2410-711-0041-000-7 - Address: 301 Florida Avenue, Fort Pierce, FL

Dear Kev,

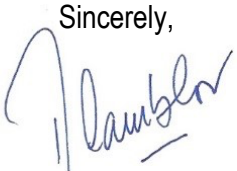
Please accept this resubmittal addressing staff comments to the application request to a Development Review Site Plan application for a commercial property located at 301 Florida Avenue in Fort Pierce. Concurrent separate resubmittals have been delivered for consideration of a rezone from commercial General – C3 to Planned Development Zone (PD)and Design Review.

Included in this resubmittal response are the following materials as three paper sets and one electronic USB prepared in accordance and consistent with Land Development Ordinance Sec. 125-212, Planned Development Zone (PD) subsection (c), Application Requirements:

0 . Cover letter.
1 . Response to staff comments
2 . Amended Drainage Analysis
3 . Survey
4 . Amended Site Plan
5 . Amended Landscape Plan
6 . Amended Civil Plans
7 . Lighting plan
8 . Amended Traffic Analysis

We trust that the attached updated materials are acceptable for staff to be able to complete the necessary reviews ahead of working with our team to schedule the necessary public hearings. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Marcela Camblor-Cutsaimanis, AICP
Principal, MC&A Inc.

Encl.

Subject: Rezoning PD and Site Plan (Development and Design Review) – 301 Florida Ave - Parcel IDs: 2410-711-0041-000-7 – Technical Review Committee Comments for December 21, 2023 TRC Meeting – Response to staff comments

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Applicant Response: Acknowledged.

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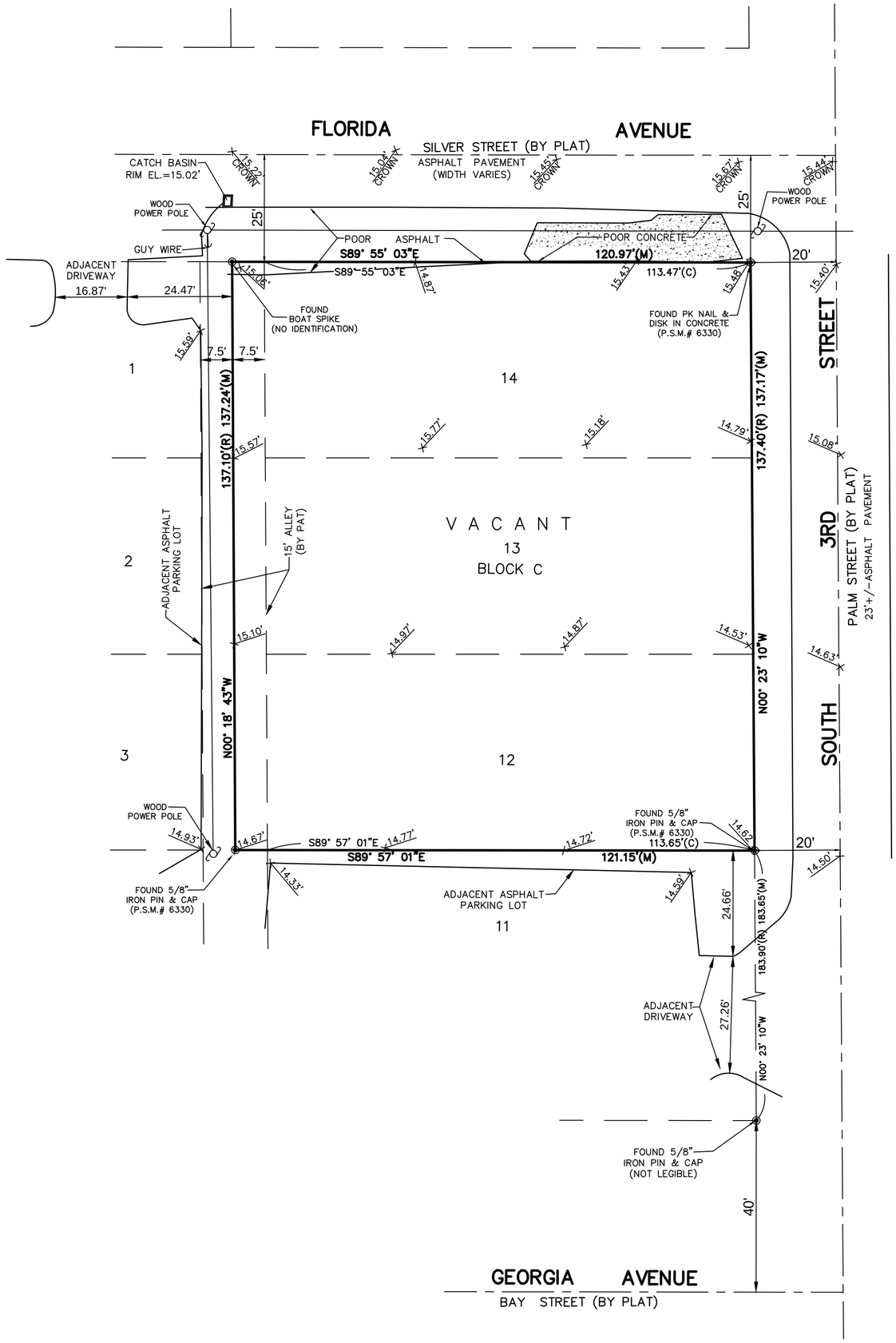

LEGEND

℄	= CENTER LINE
FND.	= FOUND
CONC.	= CONCRETE
	= CONCRETE PAVEMENT
	= ASPHALT PAVEMENT
P.C.	= POINT OF CURVE
◉	= SET 1/2" IRON PIN & CAP LB #7383
LB	= LICENSES BUSINESS
LS	= LICENSES SURVEYOR
P.S.M.	= PROFESSIONAL SURVEYOR & MAPPER
U.E.	= ULILITY EASEMENT
ID.	= IDENTIFICATION
L/P	= LIGHT POLE
TRANS	= TRANSFORMER
F.P.L.	= FLORIDA POWER & LIGHT
00.00'	= EXISTING ELEVATIONS

GRAPHIC SCALE

20 0 10 20

(IN FEET)
1 inch = 20 ft.

THIS IS A BOUNDARY SURVEY

OF

LEGAL DESCRIPTION

Lots 12, 13 and 14, Block C, BOULEVARD DEVELOPMENT COMPANY RE-SUBDIVISION IN CITY OF FORT PIERCE, according to the map or plat thereof as recorded in Plat Book 3, Page 3, Public Records of Saint Lucie County, Florida. Together with the East 1/2 of vacated ally abutting on the West.

SURVEYOR'S CERTIFICATE:

I hereby certify to the best of my knowledge and belief that this drawing is a true and correct representation of the boundary survey of the real property described hereon. I further certify that this boundary survey was prepared in accordance with the applicable provisions of Chapter 5J-17 Florida Administrative Code.

Manucy Land Surveyors, Inc.

JOHN H. MANUCY, JR. LICENSE NUMBER LS 5158 STATE OF FLORIDA PROFESSIONAL SURVEYOR AND MAPPER

Date : 9/20/2023
Revision 1:
Revision 2:

John H. Manucy Jr. P.S.M.
Professional Surveyor & Mapper No. 5158
State of Florida.

SURVEYOR'S NOTES:

1) The Legal Description was provided by St. Lucie County Public Records Official Records Book 4990, Page 2485.
2) Type of Drawing: BOUNDARY SURVEY
3) Bearings shown hereon are based on: The Southerly line of said Lot 12, Lot 12, CYPRESS ISLAND OF PALM BEACH POLO AND COUNTRY CLUB-WELLINGTON P.U.D., according to the map or plat thereof as recorded in Plat Book 90, Page 9, Public Records of Palm Beach County, Florida, said line is assumed to bear N.76°21'30"E. and all lines are relative to.
4) Elevations are based on: North American Vertical Datum 88
5) Bench Mark Used: St. Lucie County BM (N-350) EL.=13.56'
6) This survey or the copies thereof are not valid without the original signature and raised seal or a Verifiable Electronic Signature of a Florida licensed Surveyor and Mapper. The electronic signature appearing on this document was authorized by John H. Manucy Jr, P.S.M. 5158. If this survey/document is signed using an electronic signature then it is for the sole use of the party/agency to whom it was originally transmitted and shall not be copied or distributed to any other parties without written or email consent. Any additional copies or distribution to other parties are not valid.
7) Contact the appropriate authority prior to any design work on the herein described parcel for Building and Zoning information.
8) This BOUNDARY SURVEY, has been prepared for the exclusive use of the entities named hereon. The Certificate does not extend to any unnamed party:
   a.
   b.
   c.
   d.
9) Property Address:
   301 Florida Avenue
   Fort Pierce, Florida. 34950
10) Flood Zone: "AH"
    Base Flood Elev. 16.0'
    FEMA Panel Number: 12111C 0179 K
    Date: February 19, 2020
11) Underground foundations and/or footings that may cross beyond the boundary lines of the parcel herein described are not shown.
12) All bearings and distances shown hereon are record and measured unless otherwise shown.

DATE	REVISIONS	INITIALS
1-16-24	ADD ADJACENT DRIVEWAYS	J.H.M.

MANUCY LAND SURVEYORS, INC.
12660 157TH STREET NORTH
JUPITER, FLORIDA 33478
PHONE: (561) 427-0855 LB 7383

SCALE: 1"=20'	DRAWN BY:	FIELD BOOK:	ORDER NO.
DATE: 09-20-23	J.H.M.	7050.txt	7050

BOUNDARY SURVEY OF LOTS 12, 13 AND 14 BLOCK C, BOULEVARD DEVELOPMENT COMPANY RE-SUBDIVISION IN CITY OF FORT PIERCE PLAT BOOK 3, PAGE 3, SAINT LUCIE COUNTY, FLORIDA.

PREPARED FOR: **DDA REALITY GROUP, LLC**

Site Data:

Parcel ID:	2410-711-0041-000-7
Existing Land Use:	Commercial
Existing Zoning:	C3
District:	CRA
Site Area:	16,617 sf (0.38 ac)
Building Size:	7,040 sf *(Warehouse)*
Parking Required:	12 spaces
Parking Provided:	8 spaces
ADA Parking Required	1 space
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Pervious Area:	1,743 sf (10.5%)
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Project Address:

PARCEL ID: #2410-711-0041-000-7, ADDRESS: 301 FLORIDA AVE, FORT PIERCE, FL 34950

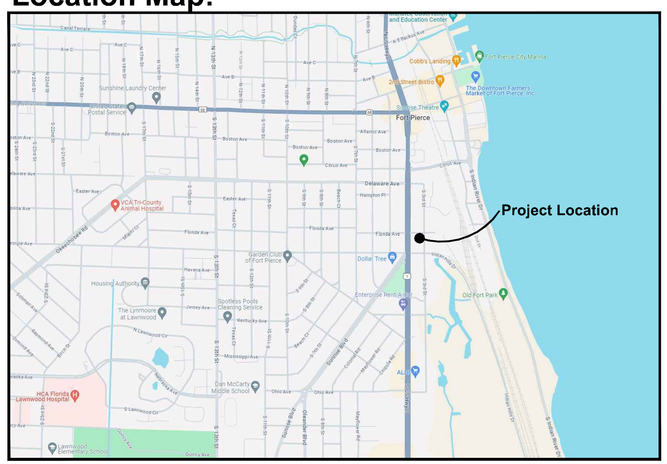
Legal Description:

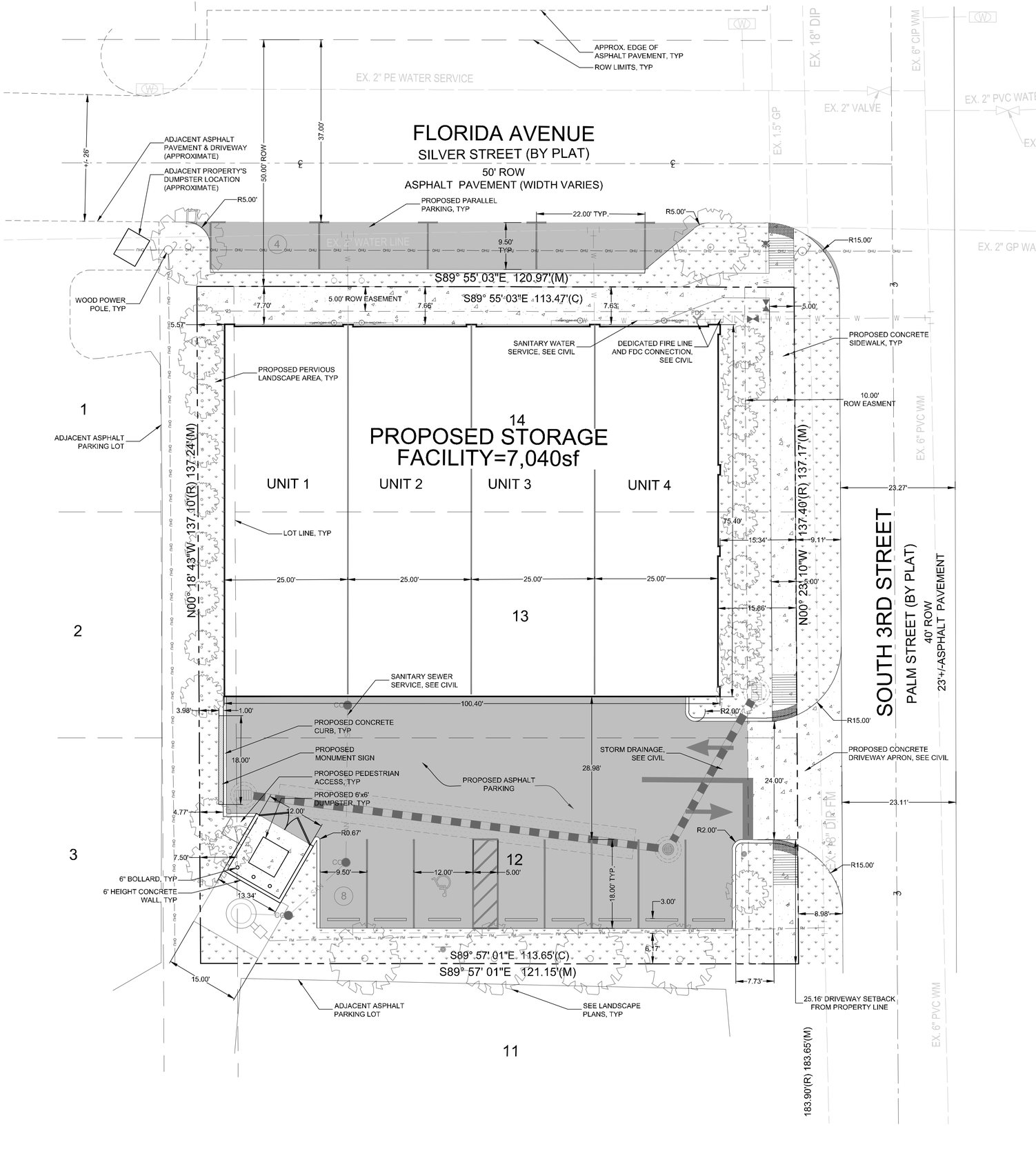
BLVD DEV CO`S S/D BLK C LOTS 12, 13 AND 14 AND E 1/2 OF VAC ALLEY ADJ ON W (MAP 24/10F).

Notes:

1. All construction shall comply with the City of Fort Pierce Code of Ordinances Sections 119 and 125.
2. All landscaping installed within the limits of the Florida Avenue right-of-way shall be maintained by the developer in accordance with an executed Landscape Memorandum of Agreement.

Location Map:





Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
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1708 SE Joy Haven Street
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Owner:

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Fort Pierce Commercial

301 Florida Ave, Fort Pierce, FL 34950

Site Plan

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11.07.23	BW	Revision 1
01.19.24	BW	Revision 2

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	BW
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 10'

0 5' 10' 20'

SP-1

LANDSCAPE DATA:

TREE REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 120 LF x 10' WIDE
1,200 S.F. DIV. BY 300 = 4 TREES REQUIRED
EAST PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 111 LF x 10' WIDE
1,110 S.F. DIV. BY 300 = 4 TREES REQUIRED
SOUTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 121 LF x 10' WIDE
1,210 S.F. DIV. BY 200 = 6 TREES REQUIRED
WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 55 LF x 10' WIDE
550 S.F. DIV. BY 200 = 3 TREES REQUIRED

INTERIOR VEHICULAR USE AREAS = 5,523 S.F.
5,355/15 = 357 S.F. REQUIRED PLANTING AREA
4 INTERIOR VUA TREES REQUIRED

TOTAL TREES REQUIRED: 21 TREES

***TOTAL TREES PROVIDED: 21 TREES**

SHRUB REQUIREMENTS

NORTH PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 120 LF
120 DIV. BY 3 = 40 SHRUBS REQUIRED
EAST PERIMETER LANDSCAPE STRIP (ABUTTING ROW)= 111 LF
111 LF DIV. BY 3 = 37 SHRUBS REQUIRED
SOUTH PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 121 LF
121LF DIV BY. 3 = 41 SHRUBS REQUIRED
WEST PERIMETER LANDSCAPE STRIP (ABUTTING OTHER PROPERTY)= 55 LF
55 LF DIV. BY 3 = 19 SHRUBS REQUIRED

TOTAL SHRUBS REQUIRED: 137 SHRUBS

***TOTAL SHRUBS PROVIDED: 143 SHRUBS**

***TOTAL TREES & SHRUBS PROVIDED LOCATED THROUGHOUT THE SITE & IN ROW TO MEET MINIMUM REQUIREMENTS**

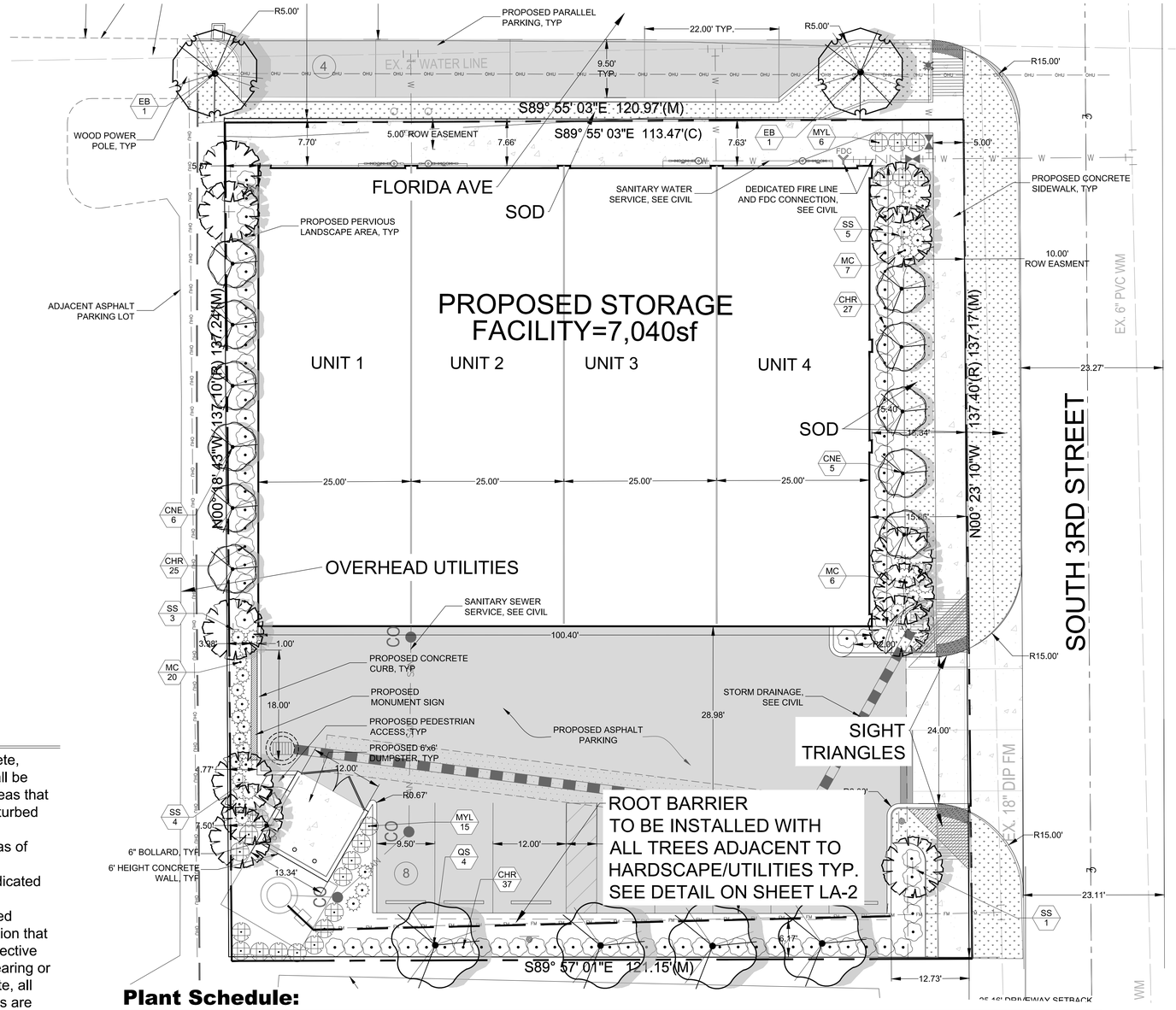
General Landscape Notes:

1. All plants shall conform to established nursery grades and standards, to be Florida No. 1 or better, and shall be free of disease and insects at the time of installation.
2. Trees shall be a minimum of twelve (12) feet in height and have a caliper of two and one-half (2 1/2) inches at four and one-half (4 1/2) feet above the ground when installed.
3. All required trees, except palms, shall have a minimum of five (5) feet of clear trunk and a minimum five (5) foot canopy spread at the time of planting.
4. All palm trees shall have a minimum clear trunk of ten (10) feet when installed. Three palm trees are equal to one shade tree having a mature canopy spread of fifteen (15) feet.
5. Shrubs shall be a minimum of twenty-four (24) inches in height above grade immediately after planting.
6. Groundcovers, other than grass, shall be planted in a manner as to present a finished appearance and reasonably complete coverage within four (4) months after planting.
7. Turf grass shall be installed using solid sod and shall be either Bahia or St. Augustine sod.
8. All landscape areas other than sod will be provided a mulch cover of at least three (3) inches. Cypress mulch shall not be used.
9. All existing native vegetation found on the site and is not in direct conflict with the proposed buildings or parking areas shall be left undisturbed. A suitable protective barrier, constructed of metal, wood, safety fencing, or other durable material, will be placed around the staked out locations of existing native vegetation.
10. No fill materials, construction materials, concrete, paint, chemicals, or other foreign materials shall be stored, deposited, or disposed of within any areas that have been staked or fenced off as being undisturbed native vegetation areas.
11. Existing understory shall be maintained in areas of undisturbed native vegetation.
12. All Category 1 exotic plant species will be eradicated from the site.
13. Conspicuous, durable barricades will be erected around each individual tree or areas of vegetation that are to be preserved. In the event that any protective barricades are removed or altered and land clearing or construction work is being conducted on the site, all work at the site will be stopped until the barriers are restored and any necessary corrective actions taken to repair or replant any vegetation removed or damaged as a result of these encroachments.
14. Irrigation to conform to all local and State regulations with regard to water consumption.
15. All new landscaping shall be provided with 100% irrigation coverage through the establishment period, not less than 1-year.
16. All landscaping installed within the limits of the Florida Avenue right-of-way shall be maintained by the developer in accordance with an executed Landscape Memorandum of Agreement.

DRAWING INDEX:

LA-1: LANDSCAPE PLAN, LANDSCAPE DATA, & PLANT SCHEDULE
LA-2: LANDSCAPE DETAILS & SPECIFICATIONS

811 Know what's below. Call before you dig.



Plant Schedule:

TREES	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONTAINER	HEIGHT	WIDTH	NOTES	NATIVE	DBH
	CNE	11	Conocarpus erectus `Sericeus`	Silver Buttonwood	45G	12` HT	6`W	STD, 4`CT, SP	Native	2.5" DBH
	EB	2	Elaeocarpus decipiens	Japanese Blueberry Tree	45G	12` HT	5`W	STD, 4`CT, SP	Non-native	2.5" DBH
	QS	4	Quercus virginiana	Southern Live Oak	45G	12` HT	5`W	6`CT, SP	Native	2.5" DBH
PALM TREES	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONTAINER**	**HEIGHT**	**WIDTH**	**NOTES**	**NATIVE**	
	SS	12	Sabal palmetto	Sabal Palm	FG	10`-18` CT		SLK, HC, SP	Native	
SHRUBS	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONTAINER**	**HEIGHT**	**WIDTH**	**NOTES**	**NATIVE**	
	CHR	89	Chrysobalanus icaco `Redtip`	Red Tip Cocoplum	3G	24" HT	18"W	F	Native	
	MC	33	Muhlenbergia capillaris	Pink Muhly Grass	3G	24" HT	18"W	F	Native	
	MYL	21	Myrcianthes fragrans	Simpson`s Stopper	7G	48" HT	36" W	F	Native	
SOD/SEED	**CODE**	**QTY**	**BOTANICAL NAME**	**COMMON NAME**	**CONTAINER**	**HEIGHT**	**WIDTH**	**NOTES**	**NATIVE**	
	SOD	TBD	Paspalum notatum	Bahia Grass	SOD			Free of Weeds and Pests		

Project Team
Landscape Architect:
LANDSCAPE ARCHITECTURAL SERVICES, LLC
Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, Fl. 34983

Fort Pierce Commercial

Florida Avenue & S 3rd Street
Fort Pierce, Florida

Landscape Plan

Revisions		
Date	Init.	Description
8.31.23	PG	Submittal
11.01.23	PG	Revision 1
1.18.24	PG	Revision 2

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

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NORTH
SCALE: 1" = 10'
0 5' 10' 20'

LA-1

LANDSCAPE SPECIFICATIONS:

PART 1: GENERAL CONDITIONS

1.01 SCOPE:
A. The landscape contract includes the supplying and planting of all trees, shrubs, vines, and ground cover together with all necessary labor, equipment, tools and materials needed for the successful completion, execution and maintenance of the landscape plans.

1.02 AGENCY STANDARDS:
A. Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.03 SITE EXAMINATION:
A. The Landscape Contractor shall personally examine the site and fully acquaint him/herself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed, and additionally, in order to acquaint him/herself with all precautions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.04 ERRORS AND OMISSIONS:
A. The plant list is a part of the drawings and is furnished as a convenience. The plant list indicates the name, size and quantities of specific plant materials as called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quantity count, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

B. The Landscape Contractor shall not take advantage of errors or omissions in the specifications or contract drawings. Full instruction will be given if such errors are discovered. Upon the discovery of any discrepancies in, or omissions from the drawings or documents, or should the Landscape Contractor be in doubt as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

C. If plans and specifications are found to disagree after the contract is awarded, the Landscape Architect shall be the judge as to which was intended.

1.05 EXECUTION OF THE WORK:
A. The Landscape Contractor shall have his labor crews controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

B. The Landscape Contractor shall provide a competent English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on the work. The Superintendent shall be capable of reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he (the superintendent) shall be immediately replaced.

C. The Landscape Contractor shall be available for any meetings with the Owner and/or Landscape Architect during implementation of the job. Any additional work or changes required as a result of failure to communicate with the Owner or Landscape Architect during implementation will be the responsibility of the Landscape Contractor.

1.06 PROTECTION OF PUBLIC AND PROPERTY:
A. The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e. damage to underground pipes or cables.

1.07 CHANGES AND EXTRAS:
A. The Contractor shall not start work on any changes or "extras" in the project until a written agreement setting forth the adjusted prices has been executed by the Owner and the Contractor. Any work performed on changes or "extras" prior to execution of a written agreement may or may not be compensated for by the Owner at his discretion.

1.08 GUARANTEE:
A. The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except sod, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Sod shall be guaranteed to 90 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period. The guranteeing of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

B. At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of plant materials for the first replacement and share subsequent replacement (s) costs equally with the Owner, should the replacement plant fail to survive.

1.09 CARE AND MAINTENANCE:
A. The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until final acceptance by the Owner or Landscape Architect.

B. The Owner agrees to execute the instructions for such care and maintenance.

1.10 SAFETY:
A. It shall be the responsibility of the Landscape Contractor to protect all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

B. It shall be the contractor's responsibility to conform to all local, state, and federal safety laws and codes including the Federal Occupational Safety And Health Act (O.S.H.A.) .

1.11 CONTRACTOR QUALIFICATION:
A. The Owner may require the apparent contractor (s) to qualify him/herself to be a responsible entity by furnishing any or all of the following documentary data:
1. A financial statement showing assets and liabilities of the company current to date.
2. A listing of not less than (3) completed projects of similar scope and nature.
3. Permanent name and address of place of business.
4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.12 INSURANCE AND BONDING:
A. The contractor (s) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be $300,000.00 per person and $300,000.00 per aggregate or as required by owner and agreed to in the contract.
The successful bidder shall be required to have this coverage in effect before beginning work on the site.

B. The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

1.13 PERMITS AND CERTIFICATES:
A. All contractors shall secure and pay for all permits and certificates required for his/her class of work.

PART 2: MATERIALS

2.01 PLANT MATERIALS:
A. A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other requirements deemed necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

B. Substitutions: Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Owner or the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at no additional cost to the Owner, to meet the intent of the drawings.

C. All plant materials shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be measured before pruning with branches in normal position. Any necessary pruning shall be done at the time of planting.

D. All plant materials shall be nursery grown, unless otherwise noted, Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most current addition and Grades and Standards for Nursery Plants, most current addition.

E. Plants that do not have the normal balance of height and spread typical for the respective plant shall not be acceptable.

F. The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION
A. The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS:
A. Balled and burlapped plants (B & B) shall be dug with firm natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap similar materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

B. Plants with broken, damaged or insufficient rootballs will be rejected.

C. All plant material shall be protected from possible bark injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

D. Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.04 STORAGE:
A. All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

B. No plant material shall be stored longer than seventy-two (72) hours unless approved by by Landscape Architect and/or owner.

C. The Landscape Architect reserves the right to reject any plant materials not in conformance with these specifications.

D. All rejected material shall be immediately removed from the site and replaced with acceptable material at no cost to the Owner.

2.05 PROTECTION DURING PLANTING:
A. Trees moved by winch or crane shall be thoroughly protected from chain marks, girdling or bark slippage by means of burlap, wood battens or other approved methods. Battens shall NOT be attached to the tree with nails.

2.06 PLANTING SOIL:
A. Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, clay, stones, plants or other foreign materials which might be a hindrance to planting operations or be detrimental to good growth.

2.07 FERTILIZER:
A. Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

B. Thoroughly mixed 3 lbs. of commercial fertilizer to each cubic yard of planting soil.

C. Tabletized fertilizer shall be Agriform planting tablets 20-10-5 formula, 21 gram or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball mid-way in depth in accordance with the following rates:

1 gallon container	1 tablet
3 gallon container	2 tablets
5 gallon container	3 tablets
7 gallon	5 tablets

Large tubs, wire baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 1/2 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.
The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.08 MULCH:
A. Mulch material shall be clean, dry, free of weeds, seeds and pests, moistened at the time of application to prevent wind displacement. Cypress &/or Red mulch is prohibited.

B. All trees and shrub beds shall receive 3" mulch immediately after planting and thoroughly watered. Apply 2" max on tree & palm rootballs, keep away from tree & palm trunks or as required by local jusidiction.

PART 3: EXECUTION
3.01 DIGGING:
A. The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered which interfere with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

3.02 GRADING:
A. Grading for drainage, swales, etc. to within 4 inches of the finished grade to be provided by others.

B. It shall be the responsibility of the Landscape Contractor to provide the final grading during the course of landscape installation so as to bring sod and planting areas to their proper elevations in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of sod to insure that drainage and other conditions will NOT be modified.

3.03 PLANTING:
A. Planting shall take place during favorable weather conditions.

B. The Contractor shall call for utility locates and ascertain the location of all utilities and easements so proper precautions can be taken not to damage or encroach on them.

C. Tree Planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

D. Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagrams".

E. A representative number of planting pits (a minimum of one in every 25 feet throughout the entire site) shall be tested for proper drainage. See Landscape Plan for complete testing methods and requirements.

F. Planting pits shall be excavated to the following dimensions and refilled with a mixture of (1/2) planting soil (1/2) existing native soil];
1 Gallon material (1 gal.): 12" x 12" x 12" min.
3 Gallon material (3 gal.): 20" x 20" x 18" min.
Lerio material (7 gal.): 30" x 30" x 24" min.
Field grown material and trees: 1-1/2 times width of ball and depth of ball plus 12" min.

G. No planting or laying of sod shall be initiated until the area has been cleaned of existing sod or other plant materials, rough grass, weeds, debris, stones etc. and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and swales and approved by Landscape Architect or owner's rep.

H. Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

I. All plants shall be set to ultimate finished grade. No filling will be permitted around trunks or stems. All ropes, wire, stakes, etc., shall be removed from sides and top of the ball and removed from hole before filling in.

J. All flagging ribbon shall be removed from trees and shrubs before planting.

K. Excess excavation (fill) from all holes shall be removed from the site, at no additional expense to Owner.

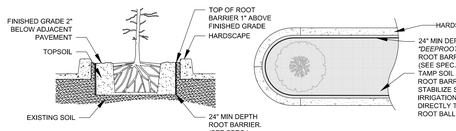
L. All palms shall be backfilled with sand, thoroughly washed in during planting operations and with a shallow saucer depression left at the soil line for future waterings. Saucer areas shall be top-dressed two (2") inches deep with topsoil raked and left in a neat, clean manner.

3.04 PRUNING:
A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

B. Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will not be permitted.

C. Trees shall not be poled or topped.

D. Remove all trimmings from site.



SPECIAL APPLICATIONS ROOT BARRIER DETAIL
NOT TO SCALE

NOTES:
1- ROOT BARRIER SHALL BE "DEEPROOT" 24" DEPTH OR APPROVED EQUAL.
2- ROOT BARRIER SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

3.05 GUYING:
A. All trees over six (6') feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion, See Detail.

B. Wires shall not come in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling crotches apart.

D. Stake & Brace all treess larger than 12' oa. See detail.
Stakes shall be 2" x 2" lumber of sufficient length to satisfactorily support each tree.

E. Turnbuckles for guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain tight guy wires.

3.06 WATER:
A. Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until final acceptance by the Landscape Architect.

B. See General Notes of Landscape Plan for water source.

3.07 SOD:

A. The Landscape Contractor shall sod all areas indicated on the drawings.

B. It shall be the responsibility of the Landscape Contractor to fine grade all landscape areas, eliminating all bumps, depressions, sticks, stones, and other debris.

C. The sod shall be firm, tough texture, having a compacted growth of grass with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or disease. The soil embedded in the sod shall be good clean earth, free from stones and debris.

D. Before being cut and lifted, the sod shall have been mowed at least three times with a lawn mower, with the final mowing not more than seven days before the sod is cut. The sod shall be carefully cut into uniform dimensions.

E. 6-6-6 fertilizer with all trace elements is to be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying sod.

F. Solid sod shall be laid with closely abutting, staggered joints with a tamped or rolled, even surface.

G. The finished level of all sod areas after settlement shall be one (1") inch below the top of abutting curbs, walks, paving and wood borders to allow for building turf.

H. If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly washed in.

3.08 SEEDING:
A. The Landscape Contractor shall remove all vegetation and rocks larger than (1") in diameter from areas to be seeded, scarify the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass seed - 200 Pounds per acre mixed with common hulled Bermuda seed - 30 lbs, per acre. All other seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply straw mulch at the rate of 2,500 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP:
A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. He shall leave all paved areas "broom clean" when completed with his work.

3.10 MAINTENANCE:
A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead materials, resetting plants to proper grades or upright positions, spraying, restoration of planting saucer and/or any other necessary operations.

B. Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

C. Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lighting, or hurricane force winds, until final acceptance.

D. In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

E. Trees or other plant material which fall or are blown over during the maintenance period will be reset by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

3.11 COMPLETION, INSPECTION AND ACCEPTANCE:
A. Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Drawings and in the Specifications, including the complete removal of all trash, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, will be made by the Owner and/or Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the possible replacement of plants subject to guarantee.

DRAINAGE TESTING/DRAINAGE CHANNEL REQUIREMENTS

PRIOR TO PLANTING ALL PLANTING PITS SELECTED FOR TESTING SHALL BE TESTED IN THE FOLLOWING MANNER

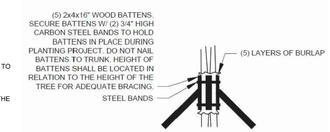
A. DIG EACH PLANTING PIT TO THE MINIMUM SPECIFIED SIZE.

B. FILL PLANTING PIT WITH TWELVE INCHES (12") OF WATER. IF THE WATER LEVEL DROPS FOUR (4") OR MORE WITHIN FOUR (4) HOURS, THE DRAINAGE IS SUFFICIENT AND A DRAINAGE CHANNEL IS NOT REQUIRED IF THE WATER LEVEL DROPS LESS THAN FOUR INCHES (4") WITHIN THE FOUR (4) HOUR PERIOD, A DRAINAGE CHANNEL IS REQUIRED.

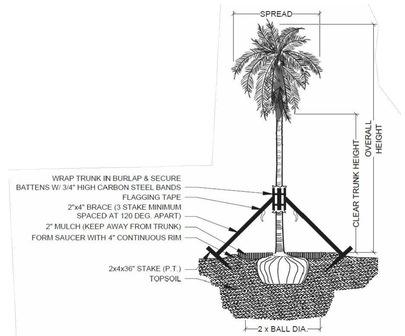
C. WHERE REQUIRED, THE DRAINAGE CHANNEL MUST EXTEND DOWN THROUGH THE NON POROUS SOIL AND INTO POROUS SOIL. (SEE DETAIL)

D. ALL MATERIAL REMOVED FROM THE DRAINAGE CHANNEL SHALL BE DISCARDED.

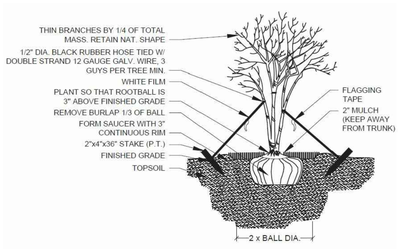
E. WHEN BACKFILLING PLANTING PITS WITH PLANTING MIXTURE, CARE MUST BE TAKEN TO KEEP THE CONSISTENCY OF THE SOIL MIX THE SAME THROUGHOUT THE PLANTING PIT AND DRAINAGE CHANNEL.



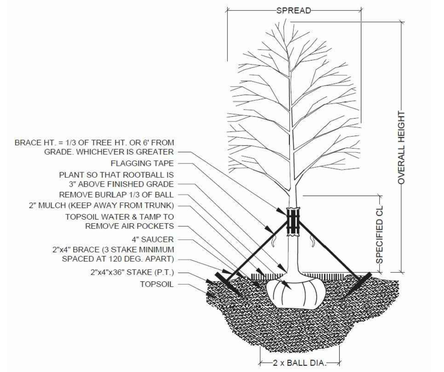
BRACING DETAIL
NOT TO SCALE



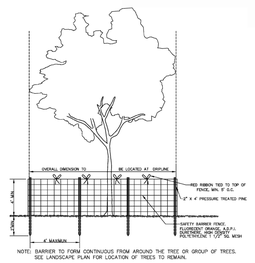
PALM PLANTING - ANGLE STAKE
NOT TO SCALE



MULTI-TRUNK PLANTING & GUYING
NOT TO SCALE

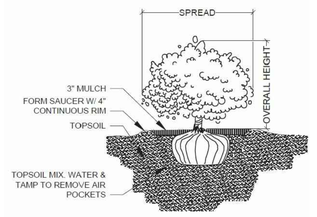


TREE PLANTING & STAKING
NOT TO SCALE

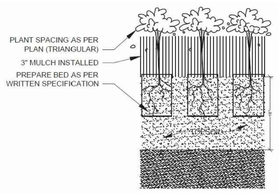


NOTE: BARRIER TO FORM CONTINUOUS FROM AROUND THE TREE OR GROUP OF TREES. SEE LANDSCAPE PLAN FOR LOCATION OF TREES TO REMAIN.

TREE PROTECTION DETAIL
NOT TO SCALE



SHRUB PLANTING
NOT TO SCALE



GROUNDCOVER PLANTING DETAIL
NOT TO SCALE

Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
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772-631-8400 | paul@las-fl.com
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Port St. Lucie, Fl. 34983

Fort Pierce Commercial
Florida Avenue & S 3rd Street
Fort Pierce, Florida
Details & Specifications

Revisions

Date	Init.	Description
8.31.23	PG	Submittal
11.01.23	PG	Revision 1
1.18.24	PG	Revision 2

REGISTERED LANDSCAPE ARCHITECT
PAUL A. GOULAS
LA 6666807
STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By: PG
Checked By: PG
Municipal Project:
Scale:

LA-2

PRELIMINARY CONSTRUCTION PLANS
FOR:
301 FLORIDA AVENUE FLEX SPACE

OWNER:

DDA REALTY GROUP, LLC

JURISDICTIONAL NOTES

GENERAL

ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED PLANS AND COMPLY WITH ALL STANDARD CITY AND COUNTY POLICIES AND PRACTICES AS APPLICABLE.

UTILITY WORK

PLAN APPROVAL THROUGH DEVELOPMENT SERVICES DOES NOT INCLUDE UTILITIES. PROPOSED WATER, SEWER, ELECTRIC AND GAS PROVIDER:

FORT PIERCE UTILITY AUTHORITY
206 S 6TH ST
FORT PIERCE, FL 34950
(772) 466-1600

PHONE / DATA PROVIDER
ATT

WORK WITHIN THE RIGHT-OF-WAY

ALL WORK WITHIN VIRGINIA AVENUE AND U.S. HIGHWAY 1 /W REQUIRES RIGHT-OF-WAY PERMITS FROM ST. LUCIE COUNTY AND ALL WORK MATERIALS AND METHODS MUST BE IN ACCORDANCE WITH THEIR STANDARDS AND PROCEDURES.

VICINITY \ AERIAL MAP

N.T.S.

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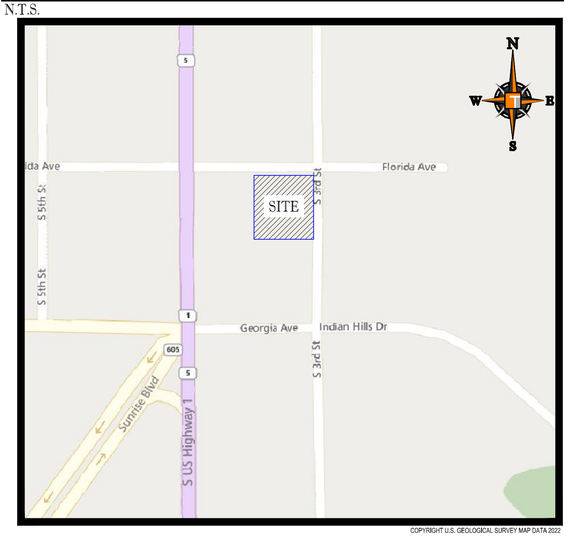
LOCATION MAP

N.T.S.



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C-10	WATER SEWER DETAILS
C-11	WATER SEWER DETAILS
C-12	PAVEMENT MARKINGS & SIGNAGE PLAN

PROJECT TEAM

APPLICANT:
DDA REALTY GROUP, LLC
11166 SW LUNATA WAY
PORT ST. LUCIE, FK, 34987

LANDSCAPE ARCHITECT/PLANNER:

ENGINEER:
THOMAS ENGINEERING GROUP
840 SE OSCEOLA STREET
STUART, FL 34994
CONTACT: JASON GUNTHER, **PE**
(P) 772.888.3138

SURVEYOR:
MANUCY LAND SURVEYORS, INC
12660 157TH STREET NORTH
JUPITER, FLORIDA 33478
(P) 561.427.0855

ARCHITECT:

PREPARED BY

THOMAS ENGINEERING GROUP
840 SE OSCELOA ST.
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PH: (772) 888-3138
www.ThomasEngineeringGroup.com

ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7600

THE INFORMATION, DESIGN AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES.

REVISIONS:

REV:	DATE:	COMMENT:	BY:

811 KNOW WHAT'S BELOW ALWAYS CALL 811 BEFORE YOU DIG
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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016 - COVER-SHEET

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
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JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
STATE OF FLORIDA
January 10, 2024
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:
COVER SHEET

SHEET NUMBER:
C-01

Printed on Wednesday, January 10, 2024, 7:07 PM by Jason Gunther

GENERAL NOTES

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE NOTES AND SPECIFICATIONS CONTAINED HEREIN. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE CONFORMANCE TO THESE REQUIREMENTS BY ALL SUBCONTRACTORS.

1. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PLANS AND SHALL BE CONSIDERED PART OF THESE PLANS:
-TOPOGRAPHIC SURVEY PREPARED BY MANUCY LAND SURVEYORS, INC.

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT HE/SHE HAS THE LATEST EDITION OF THE DOCUMENTS REFERENCED ABOVE.

2. ALL HANDICAPPED PARKING SPACES SHALL BE CONSTRUCTED TO MEET, AT A MINIMUM, THE MORE STRINGENT OF THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA) CODE (42 U.S.C. § 12101 ET SEQ. AND 42 U.S.C. § 4151 ET SEQ.) OR THE REQUIREMENTS OF THE JURISDICTION WHERE THIS PROJECT IS TO BE CONSTRUCTED.

3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE COMMENTS TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES. CONTRACTOR SHALL HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.

4. THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE REQUIREMENTS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES HAVING JURISDICTION OVER THIS PROJECT.

6. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH HEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN THE GEOTECHNICAL REPORTS AND PLANS AND SPECIFICATIONS PRIOR TO PROCEEDING WITH ANY FURTHER WORK.

7. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO THOMAS ENGINEERING BY THE OWNER AND OTHERS PRIOR TO THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THOMAS ENGINEERING IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.

8. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO THE GIVING OF SUCH NOTIFICATION AND THE ENGINEER'S WRITTEN AUTHORIZATION OF SUCH ADDITIONAL WORK.

9. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY LOCATIONS.

10. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF THE SITE PLAN AND LATEST ARCHITECTURAL PLANS (INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLAN, WHERE APPLICABLE). CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER, ARCHITECT AND SITE ENGINEER OF ANY DISCREPANCIES.

11. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT.

12. THE CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT AND CONTIGUOUS STRUCTURES.

13. THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING THE APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, ETC. WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA.

14. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO, DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION. THE REPAIR OF ANY SUCH NEW OR EXISTING CONSTRUCTION OR PROPERTY SHALL RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THE EXISTING CONDITIONS, AND IN CONFORMANCE WITH APPLICABLE CODES. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.

15. ALL CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

16. THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS / MEANS FOR COMPLETION OF THE WORK DEPICTED NEITHER ON THESE PLANS, NOR FOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

17. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAS THE ENGINEER OF RECORD BEEN RETAINED FOR SUCH PURPOSES.

18. ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME THOMAS ENGINEERING, AND ITS SUB-CONSULTANTS AS ADDITIONAL NAMED INSURERS AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THIS HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THEM UNDER THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH THOMAS ENGINEERING WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS THOMAS ENGINEERING AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.

19. THOMAS ENGINEERING WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR'S SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS AND/OR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THOMAS ENGINEERING'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT THOMAS ENGINEERING HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. THOMAS ENGINEERING WILL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO ITS ATTENTION, IN WRITING, BY THE CONTRACTOR. THOMAS ENGINEERING WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.

20. NEITHER THE PROFESSIONAL ACTIVITIES OF THOMAS ENGINEERING, NOR THE PRESENCE OF THOMAS ENGINEERING OR ITS EMPLOYEES AND SUB-CONSULTANTS AT A CONSTRUCTION / PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. THOMAS ENGINEERING AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY. THOMAS ENGINEERING SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE NAMED AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.

21. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER FOR SUCH DEVIATIONS, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK DONE WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS RELATED TO SAME.

22. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC PLAN FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE R.O.W. OR ON SITE. THE COST FOR THIS ITEM SHOULD BE INCLUDED IN THE CONTRACTOR'S PRICE.

23. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.

24. CONTRACTOR SHALL CONFIRM ADA ACCESSIBILITY PRIOR TO INSTALLING FINISHING COURSES OF SIDEWALKS AND PARKING AREAS.

25. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A RECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

26. ALL UTILITY EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED) PRIOR TO CERTIFICATE OF OCCUPANCY. THESE EASEMENTS SHALL BE SKETCHED, DESCRIBED, AND RECORDED AT THE SOLE COST OF THE CONTRACTOR.

27. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOUR NOTICE TO ENGINEER AND APPLICABLE AGENCIES FOR SCHEDULING INSPECTIONS.

28. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND APPLICABLE MUNICIPALITY / JURISDICTION FOR THE FOLLOWING: CATCH BASINS, FIRE HYDRANTS, VALVES, AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

29. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.

30. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH M.U.T.C.D. AND APPROVED BY THE CITY / COUNTY AS APPLICABLE COUNTY WHERE APPLICABLE PRIOR TO IMPLEMENTATION.

31. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

32. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE THE BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION FROM THE CITY / COUNTY AS APPLICABLE.

33. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE SAFE WALK ROUTE. ALL RESTORED TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE GOVERNING AGENCY'S TRAFFIC ENGINEERING STANDARDS.

34. CONTRACTOR SHALL REMOVE ORGANICS AND/OR DELETERIOUS MATERIAL WHERE ENCOUNTERED AND REPLACE WITH SUITABLE FILL. ORGANICS MAY BE REUSED TO GRADE LANDSCAPE AREAS..

SANITARY SEWER NOTES:

A. GENERAL:
1. DISTANCE AND LENGTHS SHOWN ON PLANS REFERENCE THE CENTER OF STRUCTURES.
2. CONSTRUCTION MUST COMPLY WITH FORT PIERCE UTILITY AUTHORITY STANDARD DETAILS AND APPROVED MATERIALS LIST.

B. MATERIALS:
1. ALL PVC SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS. (24" SHALL BE SDR-25)
2. DUCTILE IRON PIPE (DIP) SHALL BE CEMENT OR POLY LINED INSIDE AND SHALL HAVE A COAL TAR EPOXY COATING. MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C151/A21.51-86 OR LATEST REVISION. MINIMUM WALL THICKNESS CLASS 52 (4"-12") & CLASS 51 (14"-20") (UNLESS OTHERWISE SPECIFIED).
3. ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR APPROVED EQUAL.

C. INSTALLATION:
1. PIPE AND FITTINGS:
a. SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, AND THE UNI-BELL PLASTICS PIPE ASSOCIATION'S RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE.
b. D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-93 OR LATEST REVISION.
c. BEDDING AND INITIAL BACKFILL (12 INCHES) OVER SEWER MAINS AND SERVICES SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR 3/4 " WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS AT THE DISCRETION OF EOR / FPUA AS APPLICABLE. ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.
2. SERVICE:
a. MINIMUM SLOPE OF ALL SERVICE LINES SHALL BE AS INDICATED IN THE FLORIDA BUILDING CODE.
b. SERVICE LATERALS SHALL TERMINATE AT A DEPTH 30" BELOW FINISHED GRADE OR AS INDICATED ON PLUMBING PLAN.
c. EACH SERVICE CONNECTION SHALL BE PLUGGED WATER-TIGHT WITH AN APPROVED PLUG.
d. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"x4" TREATED STAKE PAINTED RED, EXTENDING 18"(MIN) ABOVE GRADE.
e. CONTRACTOR SHALL ROUGH IN RISER TO 1 FOOT ABOVE FINISHED GRADE AND PLUG. AT PROJECT COMPLETION, CUT BACK TO FINISHED GRADE.
f. CONNECTION OF SERVICES TO BUILDING'S PLUMBING SHALL BE COORDINATED WITH THE CITY'S BUILDING AND ZONING DEPARTMENT, PLUMBING SECTION.

D. TESTING:
1. AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE A VISUAL INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.
2. AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE ENGINEER.
3. MANHOLE LEAKAGE TEST SHALL NOT EXCEED FOUR GALLONS PER DAY PER UNIT. NO VISIBLE LEAKAGE ALLOWED.
4. SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER INCH DIAMETER PER MILE IN A TWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED AND ALL LINES SHALL BE T.V. INSPECTED.
5. SANITARY SEWER SHALL BE TELEVISED AND LAMPED AT DEVELOPER'S EXPENSE, PRIOR TO FINAL ACCEPTANCE. OWNER / CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES PRIOR TO CERTIFICATION TO ANY AGENCY.
6. VISIBLE INFILTRATION LEAKAGE INTO MANHOLES AND SEWER PIPE SHALL NOT BE PERMITTED.

WATER DISTRIBUTION AND/OR SANITARY SEWER FORCE MAIN SYSTEM

A. GENERAL:
1. NO CONNECTIONS TO THE EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS, FOR THE WATER AND SEWER FORCE MAINS, AND BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED AND THE SYSTEM IS ACCEPTABLE TO THE FPUA AND FDEP.
2. BEDDING AND INITIAL BACKFILL FOR MAINS SHALL BE SAND WITH NO ROCKS LARGER THAN 1" IN DIAMETER
3. USE "DETECTO' TAPE ON ALL PVC MAINS (18" ABOVE), AND USE "NON-DETECTO" TAPE ON ALL D.I.P. MAINS (18" ABOVE).
4. A SIX (6) FOOT HORIZONTAL SEPARATION IS REQUIRED BETWEEN WATER MAINS AND OBSTRUCTIONS (I.E. CATCH BASINS, POWER POLES, INCLUDING TREES, & WATER MAINS, ETC.).
5. NO VALVES, METERS, FIRE HYDRANTS, CLEANOUTS, MANHOLES OR OTHER UTILITY APPURTENANCES ARE TO BE PLACED IN, OR ADJACENT TO, SIDEWALKS, CURBS, PARKING SPACES OR OTHER SUCH SITE FEATURES SO AS TO PRESENT A HAZARD OR RESTRICT THE MAINTENANCE OR OPERATION OF THE UTILITY INFRASTRUCTURE.
6. CONSTRUCTION MUST COMPLY WITH FPUA STANDARD DETAILS AND APPROVED MATERIALS LIST.

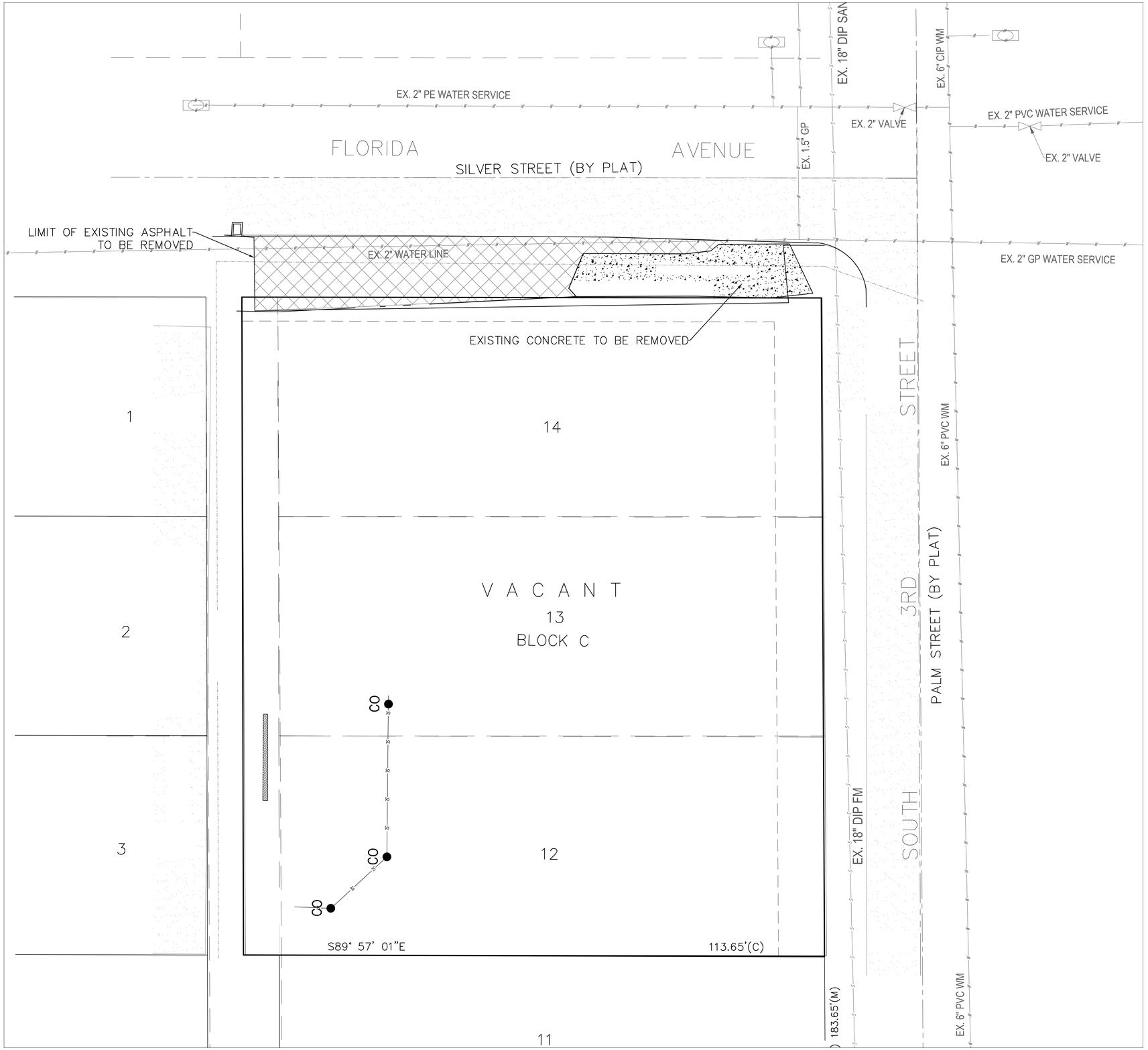
B. MATERIALS:
1. DUCTILE IRON PIPE (DIP) SHALL BE CLASS 52 UP TO 12" SIZE & CLASS 51 FOR 14" AND LARGER WITH INTERIOR CEMENT LINING AND BITUMINOUS COATED OUTSIDE. WATER MAIN & EPOXY LINED & COATED FORCE MAIN MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C151/A21.51-91 OR LATEST REVISION. THE PIPE SHALL HAVE PUSH-ON JOINTS AND MECHANICAL JOINTS. THE JOINTS SHALL BE BELL AND SPIGOT PUSH-ON TYPE UNLESS OTHERWISE NOTED ON THE PLANS.
2. ALL PVC MAINS SHALL BE SERIES 1120, CLASS 150 (DR 18) PRESSURE PIPE CONFORMING TO ANSI/AWWA C900-89 OR LATEST REVISION, AND SHALL HAVE PUSH-ON JOINTS, AND IRON PIPE O.D. (PVC ON-SITE ONLY)
3. FITTINGS FOR MAINS 4" AND LARGER SHALL BE DUCTILE IRON MECHANICAL JOINT CONFORMING TO ANSI/AWWA C110/A21.10-93 OR LATEST REVISION, COMPLETE WITH GLANDS, GASKETS, BOLTS AND NUTS. ALL FITTINGS SHALL BE CEMENT LINED AND SEAL COATED WITH SIMILAR MATERIALS AS THE PIPE & USE MEGALUG SERIES 1100 RESTRAINED JOINT ADAPTERS.
4. VALVES SHALL BE GATE VALVES, IRON BODY, FULLY RESILIENT SEAT BRONZED MOUNTED NON-RISING STEM, RATED AT 200 PSI AND CONFORMING TO ANSI/AWWA C509-87 OR LATEST REVISION, AND SHALL HAVE MECHANICAL JOINTS.
a. GATE VALVES 4" AND LARGER SHALL BE MUELLER A-2360-20, RESILIENT SEATED GATE VALVES SHALL BE AMERICAN 500/2500 LINE OR CLOW F-6100, CONFORMING TO ANSI/AWWA C509-87.
b. TAPPING VALVES SHALL BE MUELLER H667 OR APPROVED EQUAL..
c. GATE VALVES 3" OR LESS SHALL BE NIBCO T-133 OR T-136 WITH MALLEABLE HAND WHEELS. NO SUBSTITUTIONS ALLOWED.
5. TAPPING SLEEVES SHALL BE MUELLER H615 OR APPROVED EQUAL PER FPUA.
6. VALVE BOXES SHALL BE TYLER/UNION 461-S OR APPROVED EQUAL PER FPUA.
7. RETAINER GLANDS SHALL CONFORM TO ANSI//AWWA C111/A21.11-90 OR LATEST REVISION. ALL GLANDS SHALL BE MANUFACTURED FROM DUCTILE IRON AS LISTED BY UNDERWRITERS LABORATORIES FOR 250 PSI MINIMUM WATER PRESSURE RATING. CLOW CORPORATION MODEL F-1058 OR STANDARD FIRE PROTECTION EQUIPMENT COMPANY OR APPROVED EQUAL.
8. DRESSER COUPLINGS SHALL BE REGULAR BLACK COUPLINGS WITH PLAIN GASKETS FOR GALVANIZED STEEL PIPE. THEY SHALL BE DRESSER STYLE 90. NO SUBSTITUTIONS ALLOWED.
9. FIRE HYDRANTS SHALL HAVE A 5 1/4 " MAIN VALVE OPENING PUMPER NOZZLE TO BE 18" FROM FINISH GRADE. ALL HYDRANTS TO BE INSTALLED WITH ANCHORING TEE AND CONTROL VALVE. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502-85 (OR LATEST REVISION). HYDRANTS SHALL BE MUELLER CENTURION OR AMERICAN DARLING. BLUE REFLECTIVE PAVEMENT MARKER REQUIRED IN CENTER OF NEAREST DRIVING LANE FOR FIRE HYDRANTS.
10. PIPE COLOR CODING REQUIREMENT SHALL CONFORM TO 62-555.320(21) (b) (3), F.A.C.

C. SERVICE CONNECTION:
1. CORPORATION STOPS SHALL BE MANUFACTURED OF BRASS ALLOY IN ACCORDANCE WITH AWWA STANDARDS, AND AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.
2. CURB STOPS SHALL BE MUELLER OR APPROVED EQUAL.
3. METER STOPS SHALL BE 90° LOCK WING TYPE AND SHALL BE OF BRONZE CONSTRUCTION IN ACCORDANCE WITH ASTM B-62. METER STOPS SHALL BE CLOSED BOTTOM DESIGN AND RESILIENT "0" RING SEALED AGAINST DISC FOR LEAKAGE AT THE TOP. STOPS SHALL BE EQUIPPED WITH A METER COUPLING NUT ON THE OUTLET SIDES, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.
4. SERVICE PIPING SHALL BE TYPE 'K' DRAWN COPPER.

D. INSTALLATION:
1. GENERAL:
CONNECTION OF ALL NEW SYSTEMS TO EXISTING MAINS SHALL BE DONE BY USING ONE OF THE FOLLOWING METHODS:
a. METHOD A PER FPUA AND FDEP STANDARDS, WHICH INVOLVES A REDUCED SIZE TEMPORARY CONNECTION BETWEEN THE EXISTING MAIN AND THE NEW ONE.
b. METHOD B PER FPUA AND FDEP STANDARDS, WHICH INVOLVES A DIRECT CONNECTION BETWEEN THE NEW AND EXISTING MAINS USING TWO GATE VALVES SEPARATED BY A SLEEVE WITH A VENT PIPE.
c. METHOD C IF APPROVED BY FPUA AND FDEP WHICH INVOLVES A TAP WITH ONE GATE VALVE REQUIRING DISINFECTION OF THE NEW SYSTEM PRIOR TO CONDUCTING THE PRESSURE TEST.
2.BEDDING:
BEDDING AND INITIAL BACKFILL (12 INCHES ABOVE PIPE) FOR All PIPE SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR3/4 " WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS AT THE DISCRETION OF THE EOR AND FPUA.
ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.
3. PVC PIPE:
a. PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE UNI-BELL PLASTIC PIPE ASSOCIATION'S GUIDE FOR INSTALLATION OF PVC PRESSURE PIPE FOR MUNICIPAL WATER DISTRIBUTION SYSTEMS.
b. PVC PIPE SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER
c. DETECTOR TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL PVC MAINS APPROXIMATELY 18" ABOVE THE PIPE, COLOR SIDE UP.
4. DUCTILE PIPE:
a. D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-99 OR LATEST REVISION.
b. D.I.P. SHALL BE INSTALLED WITH A MINIMUM OF 30" COVER.
c. "NON-DETECTOR" TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL D.I.P. MAINS APPROXIMATELY 18" ABOVE THE MAIN COLOR SIDE UP
5. VALVES:
a. ALL VALVES SHALL BE INSTALLED WITH ADJUSTABLE CAST IRON VALVE BOXES WITH THE WORD "WATER" OR "SEWER" CAST IN THE COVER. A BRASS DISK INDICATING, SIZE, TYPE, KIND & OPERATOR INSTRUCTIONS SHALL BE INSTALLED ADJACENT TO VALVE BOX.
b. MAIN VALVES SHALL BE LOCATED ON AN EXTENSION OF THE RIGHT-OF-WAY LINE UNLESS DIMENSIONED OTHERWISE.
c. MAIN VALVES SHALL BE INSTALLED AWAY FROM PARKING AREAS. IF THIS IS UNAVOIDABLE, PROPER MEASURES SHALL BE TAKEN TO AVOID THE PARKING OF VEHICLES OVER THE VALVES. HYDRANT VALVES SHALL BE INSTALLED AS CLOSE TO THE MAIN AS POSSIBLE. VALVE LOCATION SHALL BE SPACED AREAS OR IN PARKING STALLS REQUIRE A REFLECTIVE PAVEMENT MARKER ON THE CENTER OF THE NEAREST LANE OF ROAD PAVEMENT. WHITE REFLECTORS ARE THE WATER MAIN VALVES, GREEN REFLECTORS FOR FORCE MAIN VALVES. d.THE DISTANCE FROM THE TOP OF THE VALVE ACTUATOR NUT TO FINAL GRADE SHALL BE A MINIMUM OF 12 INCHES AND A MAXIMUM OF 18 INCHES.
6.SERVICE:
a. COVER OVER SERVICE LINES SHALL BE 18" MINIMUM, 36" MAXIMUM BELOW FINISHED GRADE AND 36" UNDER PAVEMENT.
b. SERVICES UP TO 2" SHALL BE TYPE "K" COPPER OR POLYETHYLENE AS DETERMINED BY FPUA.
c. METER STOPS SHALL HAVE 8" TO 10" COVER AS REQUIRED FOR PROPER METER/BOX INSTALLATION.
d. WATER SERVICES UNDER PAVEMENT SHALL BE ENCASED IN A SCHEDULE 80 PVC SLEEVE FOR THE FULL LENGTH OF THE PAVEMENT AND FOR 2'E BEYOND THE EDGE. SLEEVE DIAMETER SHALL BE TWICE THE DIAMETER OF THE SERVICE PIPE.
e. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"x4" TREATED STAKE PAINTED BLUE EXTENDING 18" (MINIMUM) ABOVE GRADE UNLESS INDICATED OTHERWISE.

E. TESTING
1. BEFORE ANY PHYSICAL CONNECTIONS TO THE EXISTING WATER MAINS ARE MADE, THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED HYDROSTATIC TESTING OF NEW MAINS SHALL BE PERFORMED AT A MINIMUM STARTING PRESSURE OF 150 PSI FOR TWO HOURS IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION. THE PRESSURE TEST SHALL NOT VARY MORE THAN ±5 P.S.I. DURING THE TEST.
2. THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF FPUA AND THE ENGINEER OF RECORD.
3. BEFORE ACCEPTANCE FOR OPERATION, THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH THE ANSI/AWWA C651-05. 150 PSI MINIMUM STARTING TEST PRESSURE, WITH BACTERIOLOGICAL SAMPLES APPROVED BY FPUA AND FDEP
4. SAMPLING POINTS SHALL BE PROVIDED AT THE LOCATIONS SHOWN ON THE PLANS IF NOT SPECIFIED. SAMPLING POINTS SHALL BE PROVIDED AT INTERVALS OF 1000' MAXIMUM FOR LINES GREATER THAN 1500' IN LENGTH.PROVIDE A MINIMUM OF TWO SAMPLING POINTS FOR ALL OTHER TEST SEGMENTS. SAMPLE POINTS MUST BE APPROVED BY FPUA AND DEP.
5. THE ALLOWABLE LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$$L = \frac{S\,D\,P^{



HATCH LEGEND

EXIST. PAVEMENT RESURFACED OR SEAL COATED

N
W E
S

10 5 2.5 0 10
1"= 10'

DEMOLITION NOTES:

1. THIS PLAN REFERENCES DOCUMENTS AND INFORMATION BY:
   MANUCY LAND SURVEYORS, INC.
   12660 157TH STREET NORTH,
   JUPITER, FL. 33478
2. THOMAS ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION.
3. ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO THOMAS ENGINEERING GROUP, LLC IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
4. PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR/TO:
   A. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL LOCATION CERTIFICATION PRIOR TO ANY EXCAVATION OR DEMOLITION. THE NUMBER IS 1-800-432-4770.
   B. ENSURING COPIES OF ALL PERMITS AND APPROVALS MUST BE MAINTAINED ON SITE AND AVAILABLE FOR REVIEW.
   C. INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE.
   D. LOCATE/CAP ALL UTILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE.
   E. PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE SYSTEM THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.
   F. FAMILIARIZING THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION REQUIRED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
   G. COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.
   H. A COMPLETE INSPECTION OF CONTAMINANTS BY A LICENSED ENVIRONMENTAL TESTING AGENCY, OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED. SAME SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ANY/ALL CONTAMINANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL ENVIRONMENTAL WORK INCLUDING HAZARDOUS MATERIAL, SOILS, ASBESTOS, OR OTHER REFERENCED OR IMPLIED HEREIN IS THE SOLE RESPONSIBILITY OF THE OWNER'S ENVIRONMENTAL CONSULTANT. THE FIRM OR ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE.
5. SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY. THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY.
6. TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
7. IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY OWNER'S STRUCTURAL OR GEOTECHNICAL ENGINEER.
8. EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.
9. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH: THE "MANUAL ON UNIFORM TRAFFIC CONTROL," AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS - OF - WAY.
10. CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
11. DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.
12. USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR "PRE-DEMOLITION" CONDITION.
13. CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
14. THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL METHODS AND MEANS ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
15. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL CITY, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.

STATE OF FLORIDA — JASON MATHEW GUNTHER — LICENSE No. 58629 — PROFESSIONAL ENGINEER

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

This item has been electronically signed and sealed by Jason Mathew Gunther, PE on 1/10/2024 using a SHA-1 authentication code..

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THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016- DEMOLITION PLAN

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

JASON M. GUNTHER — No. 58629 — PROFESSIONAL ENGINEER — STATE OF FLORIDA — January 10, 2024 — FLORIDA LICENSE No. 58629 — FLORIDA BUSINESS CERT. OF AUTH. No. 27528

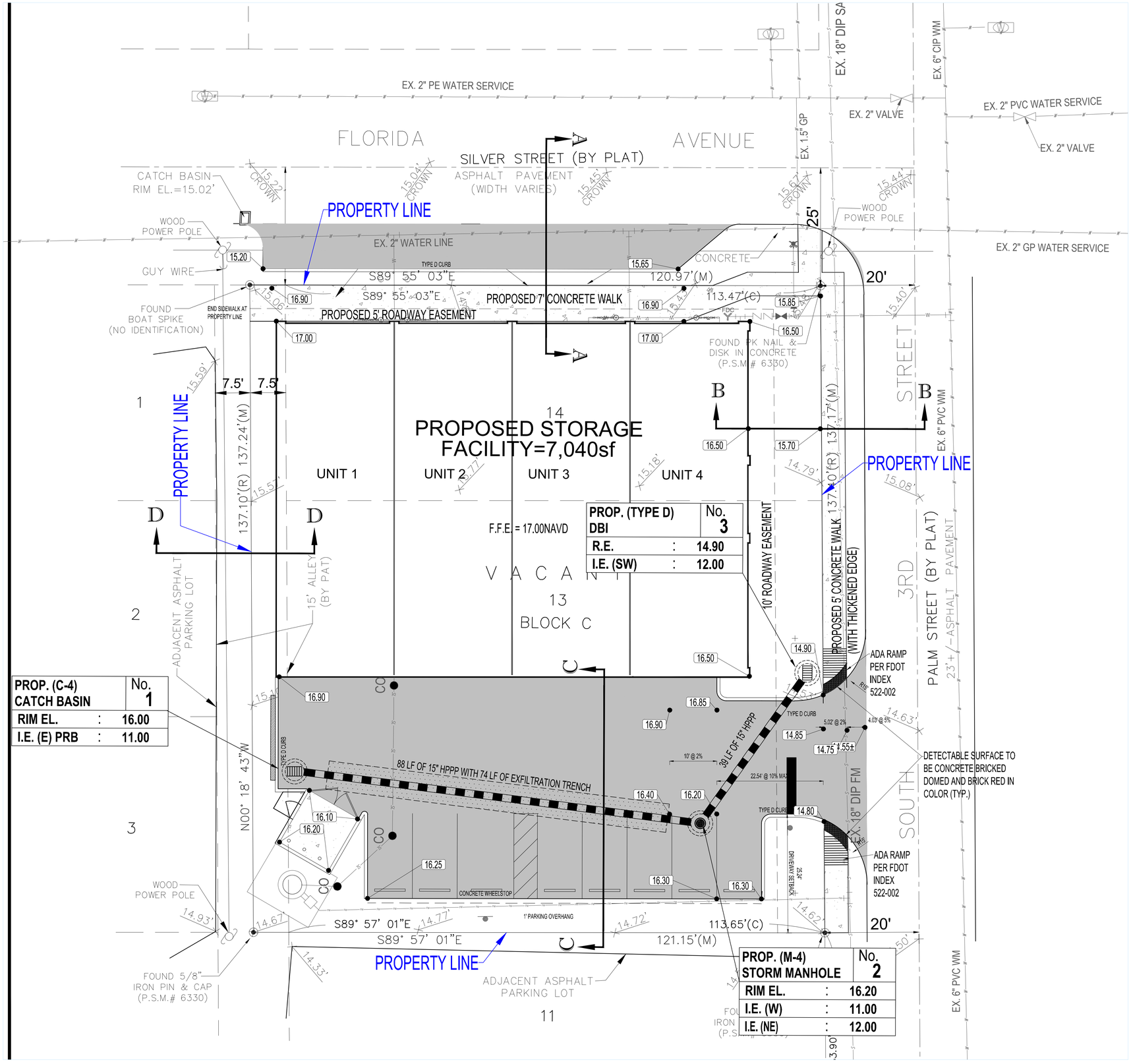
SHEET TITLE:

DEMOLITION PLAN

SHEET NUMBER:

C-03

Printed on Wednesday, January 10, 2024, 7:08 PM by Jason Gunther



PAVING, GRADING & DRAINAGE LEGEND

EXISTING	(TYP.)ICAL NOTE TEXT	PROPOSED
W	UNDERGROUND WATER LINE	W
	STORM SEWER	
	SANITARY SEWER MAIN	S
	SANITARY SEWER LATERAL	SL
	CATCH BASIN	
	MANHOLE	
x.xx	GRADE SPOT SHOT	X.XX
	FIRE HYDRANT	
	DECORATIVE LIGHTING	
	RIGHT OF WAY	
	PROPERTY LINE	
	UTILITY EASEMENT	

CONSTRUCTION NOTES:

1. CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
2. CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
5. CONTRACTOR TO SOD ALL DISTURBED AREAS, SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.
12. THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF THE UTILITIES. ALSO, THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
13. 2.0% MAXIMUM SLOPE ON ADA ACCESS WAYS.
14. ALL SIDEWALKS SHOULD HAVE A MAXIMUM CROSS SLOPE OF 2.0%.
15. EXISTING COVER MUST BE MAINTAINED ON ALL WATER AND SANITARY LINES.
16. EXISTING SEWER MUST REMAIN FREE FROM CONSTRUCTION DEBRIS AND FLOW MUST BE MAINTAINED.
17. ANY WORK CONDUCTED IN FDOT ROW TO BE DESIGNED AND CONSTRUCTED USING THE LATEST YEAR STANDARDS AND SPECIFICATIONS.

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

This item has been electronically signed and sealed by Jason Mathew Gunther, PE on 1/10/2024 using a SHA-1 authentication code..

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JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
STATE OF FLORIDA
January 10, 2024
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

PAVING, GRADING AND DRAINAGE PLAN

SHEET NUMBER:

C-04

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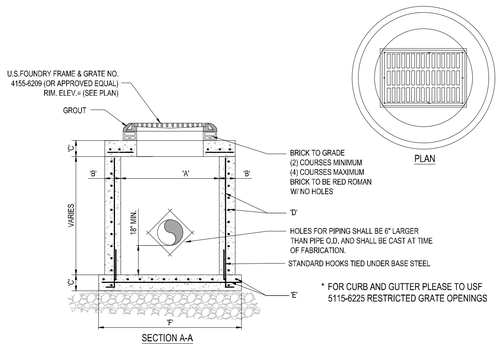
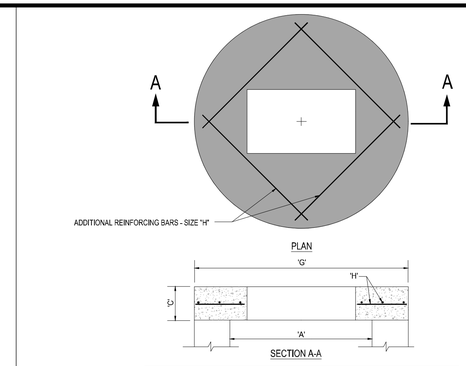


SECTION A-A

TYPE	"A"	"B"	"C"	"D"	"E"	"F"
C-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
C-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
C-6	6'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
C-7	7'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
C-8	8'-0" Ø	10"	10"	2- W.W.M. w/ # 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

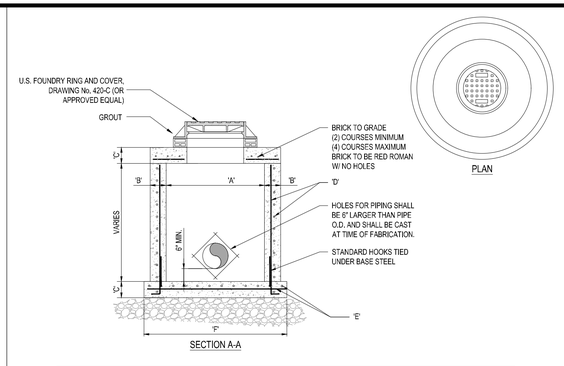
1 PRECAST CIRCULAR CATCH BASIN
SCALE: NONE



SECTION A-A

TYPE	"A"	"C"	"G"	"H"
C-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
C-5	5'-0" Ø	8"	6'-4" Ø	# 5 @ 6" C.C.E.W.
C-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
C-7	7'-0" Ø	8"	8'-4" Ø	# 5 @ 6" C.C.E.W.
C-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

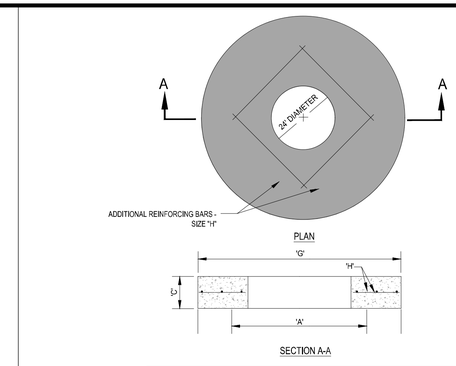
2 PRECAST CONCRETE-TOP SLAB
SCALE: NONE



SECTION A-A

TYPE	"A"	"B"	"C"	"D"	"E"	"F"
M-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
M-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
M-6	6'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
M-7	7'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
M-8	8'-0" Ø	10"	10"	2- W.W.M. w/ 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

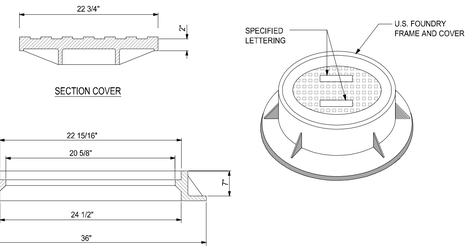
3 PRECAST CIRCULAR DRAINAGE MANHOLE
SCALE: NONE



SECTION A-A

TYPE	"A"	"C"	"G"	"H"
M-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
M-5	5'-0" Ø	8"	6'-4" Ø	# 5 @ 6" C.C.E.W.
M-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
M-7	7'-0" Ø	8"	8'-4" Ø	# 5 @ 6" C.C.E.W.
M-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

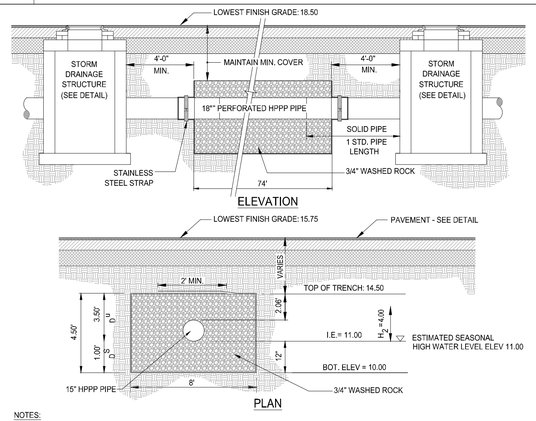
4 PRECAST CONCRETE-TOP SLAB FOR DRAINAGE MANHOLES
SCALE: NONE



NOTE:

1. RING AND COVER TO BE TYPE U.S.F. No. 420-C

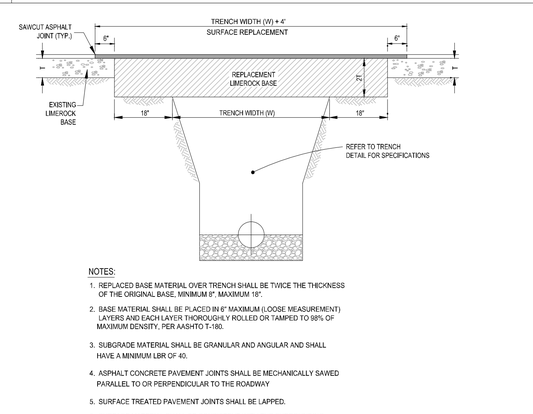
5 MANHOLE FRAME DETAIL
SCALE: NONE



NOTES:

1. PIPES SHALL CONNECT TO ADDITIONAL CATCH BASINS AS REQUIRED.
2. BALLAST ROCK SHALL CONSIST OF 3/4" WASHED ROCK AND BE FROM FRESH WATER WASHED FREE OF DELETERIOUS MATTER.
3. TRENCH TO BE LINED WITH AMOCO PROPEX 4545 OR APPROVED EQUIVALENT TYPE FILTER FABRIC. OVERLAP TRENCH LINING MATERIAL A MINIMUM OF 2' AT TOP OF TRENCH. CLOSE ENDS AND STRAP AROUND PIPE.
4. IN AREAS OVER TRENCH WHERE THE FULL ROADWAY SECTION CANNOT BE CONSTRUCTED, THE AREA ABOVE THE TRENCH SHALL CONSIST ENTIRELY OF LIMEROCK BASE (LBR100).

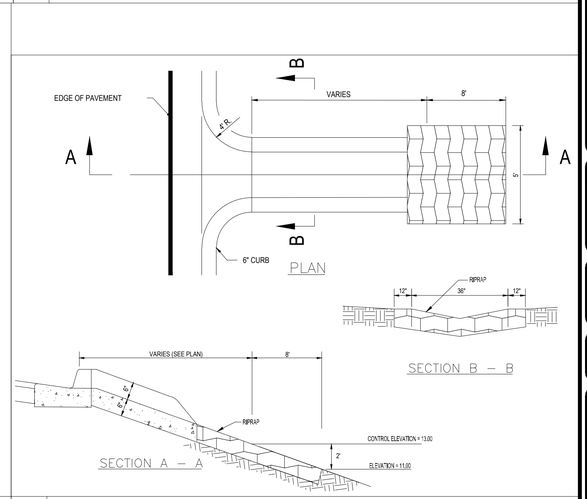
6 EXFILTRATION TRENCH
SCALE: NONE



NOTES:

1. REPLACED BASE MATERIAL OVER TRENCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, MINIMUM 8", MAXIMUM 18".
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM (LOOSE MEASUREMENT) LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
4. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED PARALLEL TO OR PERPENDICULAR TO THE ROADWAY
5. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED.
6. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE (MINIMUM 1" THICKNESS)
7. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS)
8. IF THE TRENCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL REPLACED WITH A PERMANENT PATCH.

8 PAVEMENT RESTORATION DETAIL
SCALE: NONE



9 FLUME DETAIL
SCALE: NONE

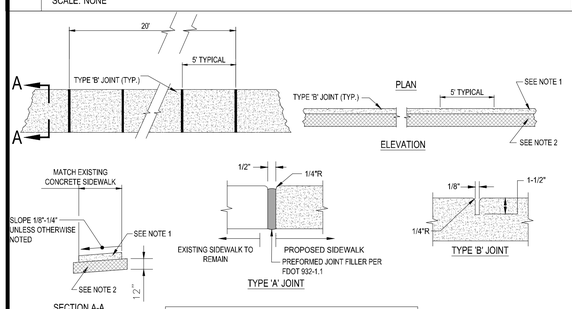
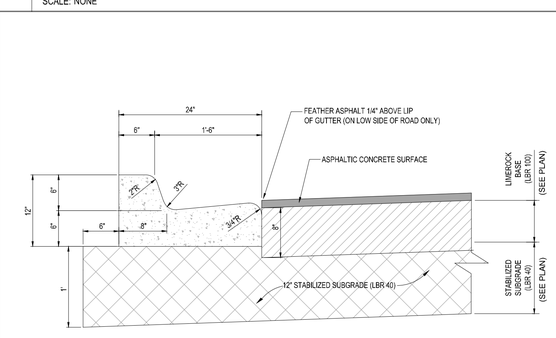


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	AT CONNECTION BETWEEN NEW AND EXISTING SIDEWALK
'B'	5 FEET CENTER TO CENTER ON SIDEWALKS.

NOTES:

1. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS WHERE THE THICKNESS SHALL BE 6".
2. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180. (12" THICKNESS)
3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS, UNLESS OTHERWISE NOTED.
4. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAGS.
5. PROVIDE EXPANSION JOINT (TYPE 'A') AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.

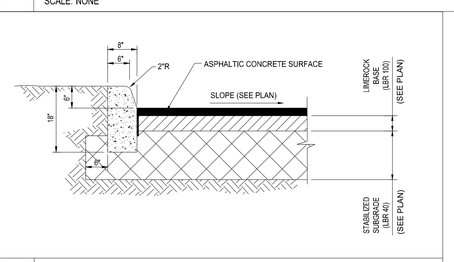
10 SIDEWALK DETAILS
SCALE: NONE



NOTE :

1. WHEN USED ON HIGH SIDE OF ROADWAYS THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" INSTEAD OF 7 1/2".
2. REFER TO FDOT INDEX 300 FOR NOTES AND DETAILS
3. LIMEROCK BASE SHALL BE COMPACTED TO A 98% MAX. DENSITY PER A.A.S.H.T.O. (T-180)

11 TYPE 'F' CURB & GUTTER DETAIL
SCALE: NONE



12 CONCRETE CURB (TYPE 'D') DETAIL
SCALE: NONE

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

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PROJECT No.:	FJ230016
DRAWN BY:	JMG
CHECKED BY:	JMG
DATE:	08-24-2023
CAD I.D.:	FJ230016-PGD DETAILS

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
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JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
January 10, 2024
STATE OF FLORIDA
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

PAVING GRADING & DRAINAGE DETAILS

SHEET NUMBER:

C-05

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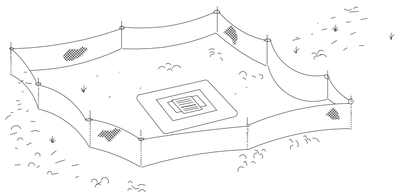
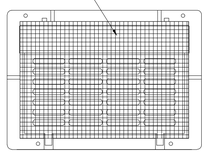
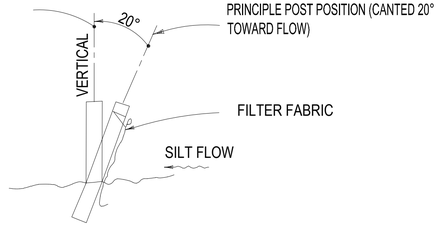


SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS.



CATCH BASIN FABRIC



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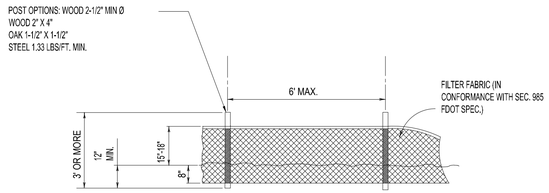
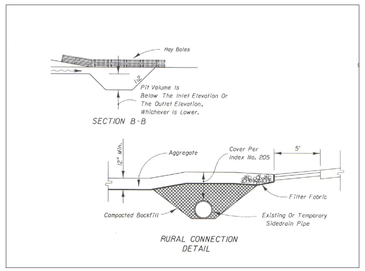
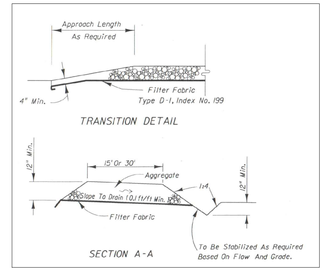


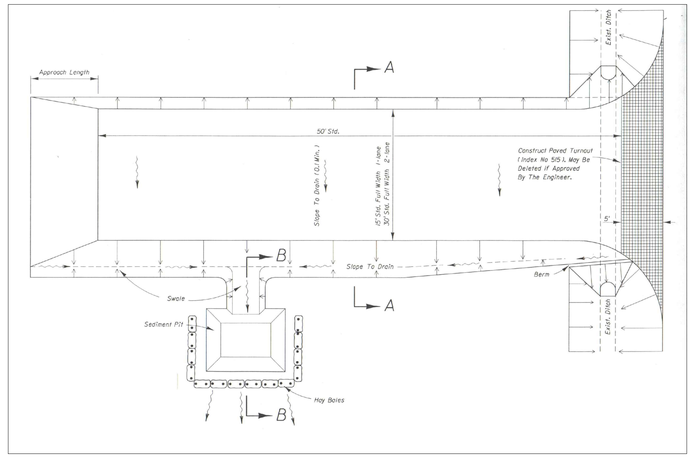
ELEVATION

NOTE:
SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

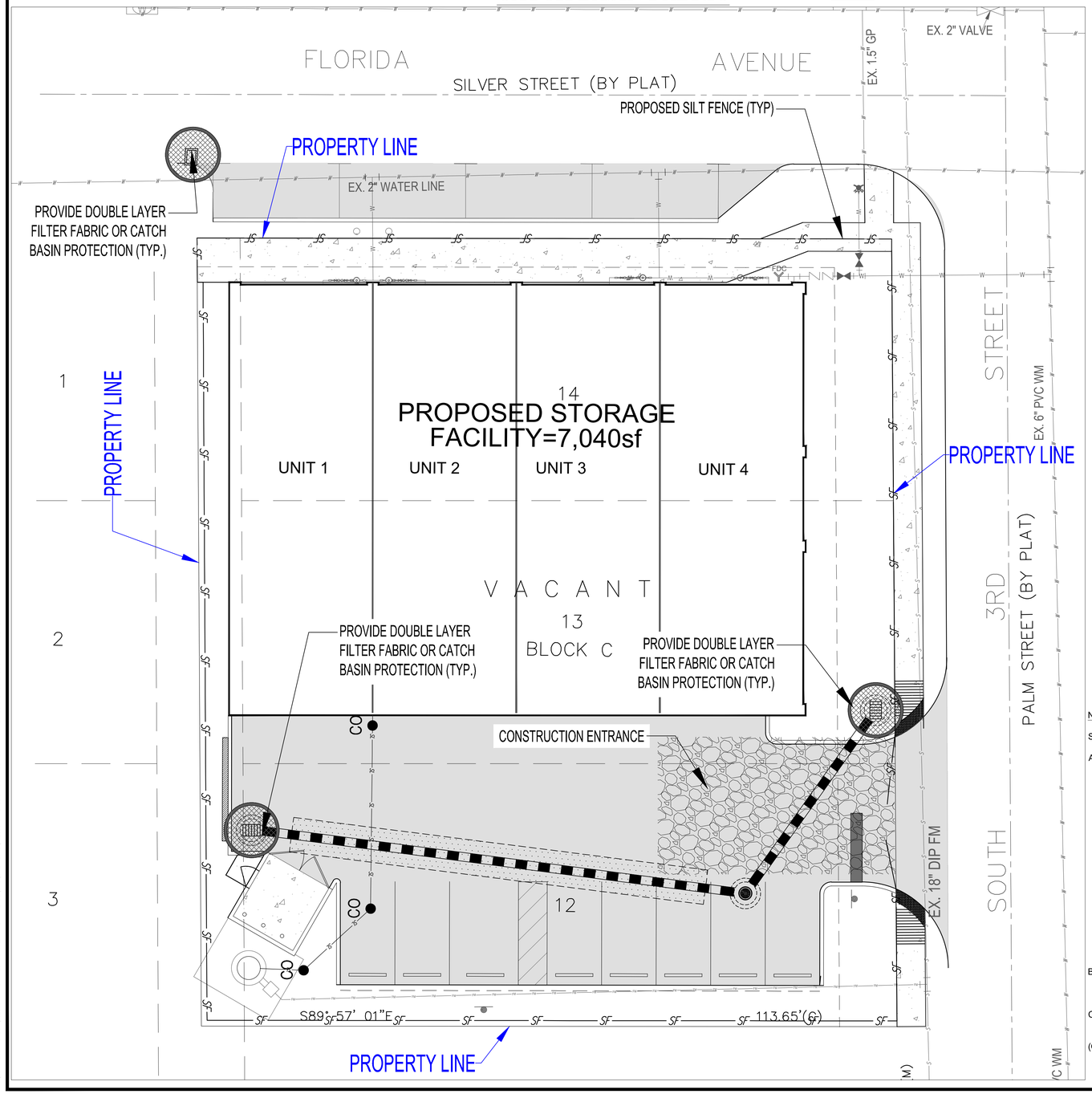
SILT FENCE DETAIL







SOIL TRACKING PREVENTION TYPE A



NOTES:

SEC. 17-76. - INSPECTION.

A. THE CITY OF FORT PIERCE ENGINEERING DEPARTMENT SHALL MAKE INSPECTIONS AS HEREINAFTER REQUIRED AND NOTIFY THE DIRECTOR OF BUILDING AND CODE ENFORCEMENT UPON INSPECTION APPROVAL OR IF THE WORK FAILS TO COMPLY WITH THE EROSION AND SEDIMENT CONTROL PLAN AS APPROVED TO REQUEST A STOP WORK ORDER. PLANS FOR GRADING, STRIPPING, EXCAVATING, AND FILING WORK BEARING THE STAMP OF APPROVAL OF THE CITY ENGINEER SHALL BE MAINTAINED AT THE SITE DURING THE DURATION OF THE WORK. TO OBTAIN INSPECTIONS, THE PERMITTEE SHALL NOTIFY. THE CITY OF FORT PIERCE ENGINEERING DEPARTMENT AT LEAST TWO (2) WORKING DAYS BEFORE THE FOLLOWING:

(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 SEASON;

(7) COMPLETION OF FINAL LANDSCAPING.

B. THE PERMITEE SHALL BE RESPONSIBLE FOR THE FUNCTIONALITY OF ALL CONTROL MEASURES IN ACCORDANCE WITH THE INSPECTION SCHEDULE OUTLINED ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN(S). THE PURPOSE OF SUCH INSPECTIONS WILL BE TO DETERMINE THE OVERALL EFFECTIVENESS OF THE CONTROL PLAN AND THE POSSIBLE NEED FOR ADDITIONAL CONTROL MEASURES.

C. THE CITY ENGINEER OF HIS DESIGNEE SHALL ENTER THE PROPERTY OF THE APPLICANT AS DEEMED NECESSARY TO MAKE REGULAR INSPECTIONS TO ENSURE THE EFFECTIVENESS OF THE CONTROL PLAN AND THE POSSIBLE NEED FOR ADDITIONAL CONTROL MEASURES.

(ORD. NO. K-421, § 1, 6-5-06)

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016- EROSION CONTROL

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

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January 10, 2024
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FLORIDA CERTIFICATE OF AUTHORIZATION No. 27528

SHEET TITLE:

EROSION CONTROL PLAN

SHEET NUMBER:

C-06

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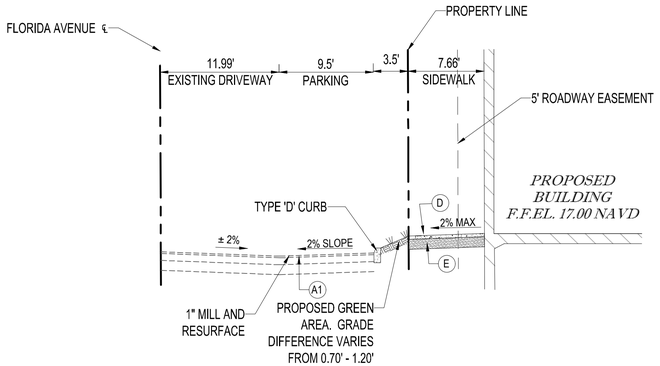
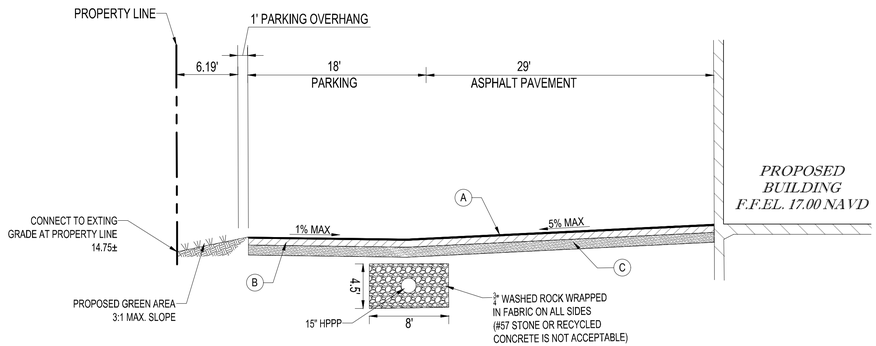
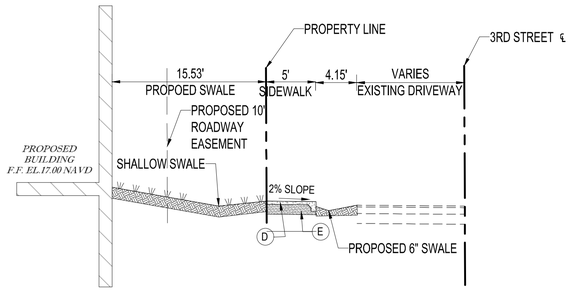


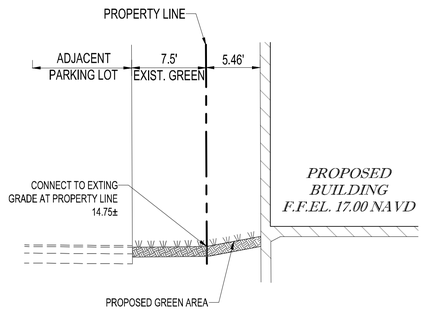
SECTION A-A
NOT TO SCALE



SECTION C-C
NOT TO SCALE



SECTION B-B
NOT TO SCALE



SECTION D-D
NOT TO SCALE

PAVEMENT LEGEND

(A) WEARING SURFACE
INSTALLATION OF THE 2" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE SP-9.5 ASPHALTIC CONCRETE .

(A1) WEARING SURFACE (MILL & RESURFACE)
INSTALLATION OF THE 1" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE SP-9.5 ASPHALTIC CONCRETE .

(B) 8" LIME ROCK BASE
LIME ROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100) WITH ENGINEER'S APPROVAL. LIMEROCK SHALL EXTEND 12" BEYOND ASPHALT LIMITS.

(C) SUB-BASE: 12" STABILIZED SUB-BASE COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-180 (MIN LBR 40).
SUB-BASE SHALL EXTEND 12" BEYOND LIMEROCK / CONCRETE LIMITS.

(D) CONCRETE SIDEWALK:
4" THICK 3000 P.S.I. CONCRETE @ 28 DAYS EXCEPT IN DRIVEWAYS WHERE THICKNESS SHALL BE 6" AND 4,000 P.S.I.

(E) COMPACTED SUB-BASE :
12" COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

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DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016- CROSS SECTIONS

PROJECT:

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FOR

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PROFESSIONAL ENGINEER
STATE OF FLORIDA
DATE: January 10, 2024
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

CROSS SECTIONS

SHEET NUMBER:

C-07

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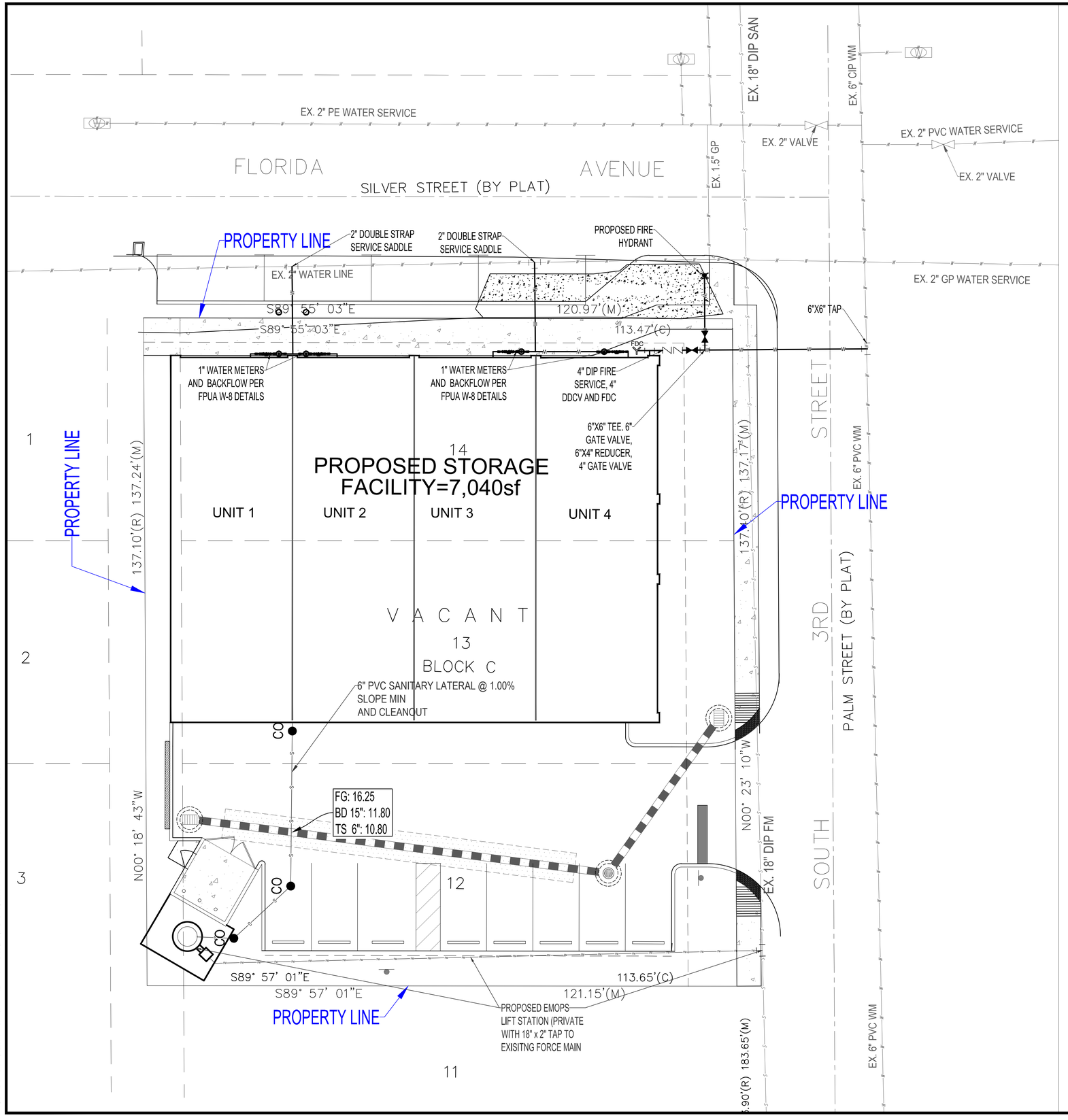

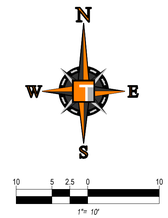

ENGINEERING LEGEND

WATER MAIN	
STORM SEWER	
SANITARY SEWER MAIN	S S
SANITARY SEWER LATERAL	
GAS MAIN	
CATCH BASIN	
MANHOLE	
FIRE HYDRANT	
DECORATIVE LIGHTING	
RIGHT OF WAY CITY UTILITY EASEMENT UTILITY EASEMENT	
WATER SERVICE	
SEWER SERVICE	

CONSTRUCTION NOTES:

1. CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
2. CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
5. CONTRACTOR TO SOD ALL DISTURBED AREAS, SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

This item has been electronically signed and sealed by Jason Mathew Gunther, PE on 1/10/2024 using a SHA-1 authentication code..

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PROJECT No.:	FJ230016
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DATE:	08-24-2023
CAD I.D.:	FJ230016- WSU PLAN

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

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January 10, 2024
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FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

WATER, SEWER AND UTILITY PLAN

SHEET NUMBER:

C-08

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FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THWN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ COUNTY/FOOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/ COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

FORT PIERCE UTILITIES AUTHORITY | WATER DISTRIBUTION | G-1 NOTES
02-08 DATE | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
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APPROVED: AJC | DATE: 2010 | SHEET 1 OF 2 | FT. PIERCE UTILITIES AUTHORITY

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES
CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN MULTI STRANDED WIRE (BLUE IN COLOR) AND IDENTIFICATION TAPE WITH "WATER" MARKED ON TAPE, PERMANENTLY ATTACHED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITIES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINE, CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600. – 2 HR MINIMUM TEST

$$L = \frac{SD(P)^{1/2}}{148,000}$$

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TEST PRESSURE IN PSI

23. PRIOR TO ANY TESTS, ALL MAINS 6" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45% AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
24. A MINIMUM SIX FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

FORT PIERCE UTILITIES AUTHORITY | WATER DISTRIBUTION | G-1 NOTES
02-08 DATE | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
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FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR. GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER.
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND FACTORY EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES. PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITIES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

FORT PIERCE UTILITIES AUTHORITY | WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS | G-2 CONSTRUCTION NOTES
02-08 DATE | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
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STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES, THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

FORT PIERCE UTILITIES AUTHORITY | STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT | G-3 WATER/SEWER CONFLICT
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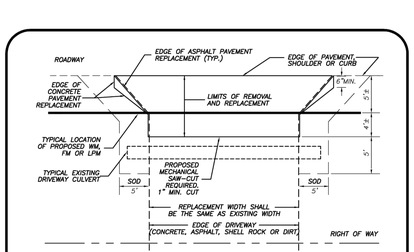

PLAN VIEW

NOTES:

1) ALL DRIVEWAYS SHALL BE REPLACED WITH MATERIAL OF THE SAME TYPE AND COMPOSITION. AS THE MATERIAL REMOVED, TO THE LIMITS OF THE EXISTING DRIVE.
2) ALL CONCRETE DRIVEWAYS SHALL BE 6" THICK, 6'x 6", 10x10 GAGE WIRE MESH, CLASS I 3000 PSI CONCRETE. THE SUB-GRADE FOR THE CONCRETE SHALL BE 6" SAND OR OTHER APPROVED MATERIAL COMPACTED TO 98% AASHTO MAXIMUM DENSITY.
3) ALL ASPHALT DRIVEWAYS SHALL BE 1" TYPE S-1 AND 6" COMPACTED LIMEROCK BASE.
4) SAW-CUT AND REMOVE ALL EXISTING DRIVEWAYS TO LIMITS AND REPLACE TO SAME GRADE AND LINES AS ORIGINAL. CONCRETE DRIVEWAYS SHOULD BE REMOVED TO THE NEAREST EXISTING JOINT.
5) SOD 5' MINIMUM OUTSIDE OF EDGE OF REPLACED DRIVEWAY AND ALL DISTURBED AREAS.
6) ROCK/SHELL AND DIRT DRIVEWAYS SHALL BE COMPACTED TO 98% MAXIMUM DENSITY PER AASHTO T-99. ROCK/SHELL DEPTH SHALL BE SIX INCHES, COMPACTED DEPTH.
7) CONTRACTOR SHALL REPLACE ALL DRIVEWAYS IN KIND, IN ACCORDANCE WITH THIS DETAIL, THE SPECIFICATIONS OR THE ST. LUICE COUNTY STANDARDS, WHICHEVER IS THE MOST STRINGENT.
8) NEW DRIVEWAYS SHALL BE SLOPED IN A WAY THAT WILL NOT ALLOW PONDING OF STORM WATER.
9) CONTRACTOR SHALL DISPOSE OF ALL REMOVED MATERIAL IN A SUITABLE FASHION IN ACCORDANCE WITH ALL CITY, COUNTY AND STATE REGULATIONS.
10) FOR ASPHALT DRIVEWAYS, THE BASE SHALL EXTEND SIX INCHES BEYOND THE ASPHALT OVERLAY.
11) ALL REPLACEMENT DRIVEWAYS SHALL BE CONSTRUCTED WITH A FOOTING PARALLEL TO THE ROADWAY. FOOTING SHALL BE A MINIMUM 6" DEEP AND 8" WIDE FOR THE ENTIRE LENGTH OF THE DRIVEWAY FRONTAGE.
12) ALL ASPHALT DRIVEWAYS SHALL BE OVERLAYED WITHIN THE LIMITS OF THE RIGHT-OF-WAY.

TYPICAL DRIVEWAY RESTORATION
N.T.S.

FORT PIERCE UTILITIES AUTHORITY | DRIVEWAY RESTORATION TYPICAL DRIVEWAY RESTORATION (COUNTY) | R-1
02-08 DATE | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
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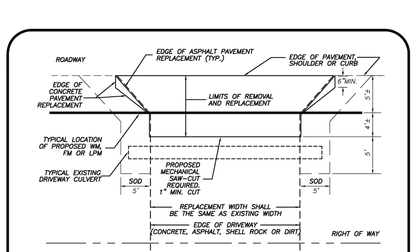


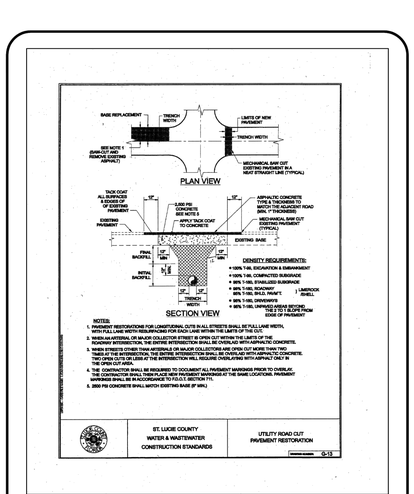
PLAN VIEW

NOTES:

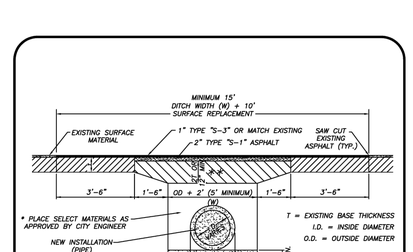
1) ALL DRIVEWAYS SHALL BE REPLACED WITH MATERIAL OF THE SAME TYPE AND COMPOSITION. AS THE MATERIAL REMOVED, TO THE LIMITS OF THE EXISTING DRIVE.
2) ALL CONCRETE DRIVEWAYS SHALL BE 6" THICK, 6'x 6", 10x10 GAGE WIRE MESH, CLASS I 3000 PSI CONCRETE. THE SUB-GRADE FOR THE CONCRETE SHALL BE 6" SAND OR OTHER APPROVED MATERIAL COMPACTED TO 98% AASHTO MAXIMUM DENSITY.
3) ALL ASPHALT DRIVEWAYS SHALL BE 1" TYPE S-1 AND 6" COMPACTED LIMEROCK BASE.
4) SAW-CUT AND REMOVE ALL EXISTING DRIVEWAYS TO LIMITS AND REPLACE TO SAME GRADE AND LINES AS ORIGINAL. CONCRETE DRIVEWAYS SHOULD BE REMOVED TO THE NEAREST EXISTING JOINT.
5) SOD 5' MINIMUM OUTSIDE OF EDGE OF REPLACED DRIVEWAY AND ALL DISTURBED AREAS.
6) ROCK/SHELL AND DIRT DRIVEWAYS SHALL BE COMPACTED TO 98% MAXIMUM DENSITY PER AASHTO T-99. ROCK/SHELL DEPTH SHALL BE SIX INCHES, COMPACTED DEPTH.
7) CONTRACTOR SHALL REPLACE ALL DRIVEWAYS IN KIND, IN ACCORDANCE WITH THIS DETAIL, THE SPECIFICATIONS OR THE ST. LUICE COUNTY STANDARDS, WHICHEVER IS THE MOST STRINGENT.
8) NEW DRIVEWAYS SHALL BE SLOPED IN A WAY THAT WILL NOT ALLOW PONDING OF STORM WATER.
9) CONTRACTOR SHALL DISPOSE OF ALL REMOVED MATERIAL IN A SUITABLE FASHION IN ACCORDANCE WITH ALL CITY, COUNTY AND STATE REGULATIONS.
10) FOR ASPHALT DRIVEWAYS, THE BASE SHALL EXTEND SIX INCHES BEYOND THE ASPHALT OVERLAY.
11) ALL REPLACEMENT DRIVEWAYS SHALL BE CONSTRUCTED WITH A FOOTING PARALLEL TO THE ROADWAY. FOOTING SHALL BE A MINIMUM 6" DEEP AND 8" WIDE FOR THE ENTIRE LENGTH OF THE DRIVEWAY FRONTAGE.
12) ALL ASPHALT DRIVEWAYS SHALL BE OVERLAYED WITHIN THE LIMITS OF THE RIGHT-OF-WAY.

TYPICAL DRIVEWAY RESTORATION
N.T.S.

FORT PIERCE UTILITIES AUTHORITY | DRIVEWAY RESTORATION TYPICAL DRIVEWAY RESTORATION (COUNTY) | R-1
02-08 DATE | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
DESIGNED: AJM | COMPUTER FILE # MISC. DETAILS 2000G2.DWG
DRAWN BY: AJM | SCALE: N.T.S.
APPROVED: AJC | DATE: 2010 | SHEET 1 OF 1 | FT. PIERCE UTILITIES AUTHORITY


BASE REPLACEMENT
TRENCH WIDTH
LIMITS OF NEW PAVEMENT
SEE NOTE 4 (SAW-CUT AND REMOVE EXISTING ASPHALT)
MECHANICAL SAW CUT EXISTING PAVEMENT IN A NEAT STRAIGHT LINE (TYPICAL)
PLAN VIEW
TACK COAT ALL SURFACES & EDGES OF EXISTING PAVEMENT
1" MIN.
1,500 PSI CONCRETE SEE NOTE 6
APPLY TACK COAT TO CONCRETE
ASPHALTIC CONCRETE TYPE & THICKNESS TO MATCH THE ADJACENT ROAD SEE NOTE 5
MECHANICAL SAW CUT EXISTING PAVEMENT (TYPICAL)
EXISTING PAVEMENT
EXISTING BASE
FINAL BACKFILL
INITIAL BACKFILL
12" MIN.
TRENCH WIDTH
DENSITY REQUIREMENTS:
• 100% T-99, EXCAVATION & EMBANKMENT
• 100% T-99, COMPACTED SUBGRADE
• 98% T-180, STABILIZED SUBGRADE
• 98% T-180, ROADWAY
• 98% T-180, SHLD. PAVM'T.
• 98% T-180, DRIVEWAYS
• 98% T-180, UNPAVED AREAS (BEYOND 5' FROM EDGE OF PAVEMENT
3 LIMEROCK SHELL
SECTION VIEW
NOTES:
1. PAVEMENT RESTORATIONS FOR LONGITUDINAL CUTS IN ALL STREETS SHALL BE FULL LANE WIDTH, PLUS 6" MINIMUM LANE WIDTH WIDENING EACH SIDE OF EACH LANE WITHIN THE LIMITS OF THE CUT.
2. WHERE AN ARTERIAL OR MAJOR COLLECTOR STREET IS OPEN CUT WITHIN THE LIMITS OF THE ROADWAY INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID WITH ASPHALTIC CONCRETE.
3. WHERE STREETS OTHER THAN ARTERIAL OR MAJOR COLLECTORS ARE OPEN CUT MORE THAN TWO TIMES IN ANY DIRECTION WITHIN THE LIMITS OF THE INTERSECTION, THE ENTIRE INTERSECTION SHALL BE OVERLAID. THE LIMITS OF OVERLAY AT THE INTERSECTION WILL REQUIRE OVERLAYING WITH ASPHALTIC CNCT IN THE OPEN CUT AREA.
4. THE CONTRACTOR SHALL BE REQUIRED TO DOCUMENT ALL PAVEMENT MARKINGS PRIOR TO OVERLAY. THE CONTRACTOR SHALL OVERLAY AND REPLACE PAVEMENT MARKINGS AT THE SAME LOCATIONS. PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH SECTION 711.
5. 2000 PSI CONCRETE SHALL MATCH EXISTING BASE (IF MIN.)
ST. LUCIE COUNTY | WATER & WASTEWATER CONSTRUCTION STANDARDS | UTILITY ROAD CUT PAVEMENT RESTORATION
G-15

FORT PIERCE UTILITIES AUTHORITY | PAVEMENT RESTORATION (COUNTY) | R-2
02-08 DATE | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
DESIGNED: AJM | COMPUTER FILE # MISC. DETAILS 2000G2.DWG
DRAWN BY: AJM | SCALE: N.T.S.
APPROVED: AJC | DATE: 2010 | SHEET 1 OF 1 | FT. PIERCE UTILITIES AUTHORITY

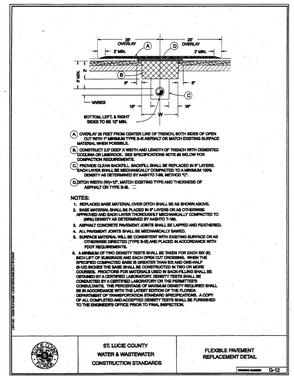


* INITIAL BACKFILL SHALL BE PLACED TO 12" ABOVE THE PIPE IN 6" LIFTS. BACFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-99, UPPERMOST 12" BE COMPACTED TO 98% OF T-99.

** LIMEROCK OR CRUSHED COQUINA COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-180

PAVEMENT RESTORATION DETAIL WITH TRENCH CITY REQUIREMENTS | R-3
02-08 DATE | REVISION: | BY: | APPD: | WATER/WASTEWATER ENGINEERING
DESIGNED: AJM | COMPUTER FILE # MISC. DETAILS 2000G2.DWG
DRAWN BY: AJM | SCALE: N.T.S.
APPROVED: AJC | DATE: 2010 | SHEET 1 OF 1 | FT. PIERCE UTILITIES AUTHORITY

ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).



FLEXIBLE PAVEMENT REPLACEMENT DETAIL — R-4

PORT PIERCE UTILITIES AUTHORITY — FT. PIERCE UTILITIES AUTHORITY — WATER/WASTEWATER ENGINEERING

DATE:	REVISION:	BY:	APPD:
DESIGNED:		COMPUTER FILE #	
		W&WW DETAILS 2020022.DWG	
DRAWN BY:		SCALE:	
JAM		N.T.S.	
APPROVED:		DATE:	SHEET
JLC		2010	1 OF 1

GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.

NOTES:

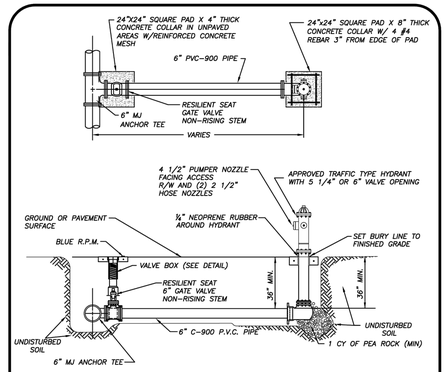
1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ①, SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ①, THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ②, OR ALONG THE PROPERTY LINES MARKED AREA ③.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.
4. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA FOLLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WATER METER PLACEMENT
(N.T.S.)

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING CONSULTANTS, 1701 SOUTH 25TH STREET, FT. PIERCE, FLORIDA 34947, 772-466-1600

WATER METER PLACEMENT POLICY — W-1

DATE:	REVISION:	BY:	APPD:
03-08	02-15	SLL	JLC
DESIGNED:		COMPUTER FILE #	
JLC		WATER DETAILS 2020022.DWG	
DRAWN BY:		SCALE:	
SLL		N.T.S.	
APPROVED:		DATE:	SHEET
JLC		2010	1 OF 1



NOTES:

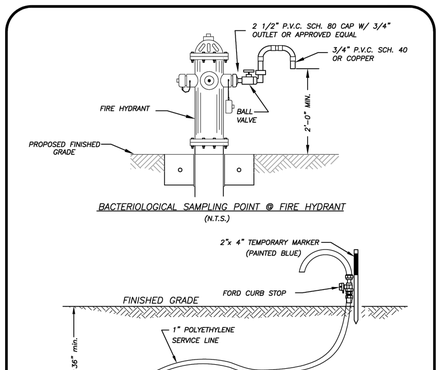
1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED CARNIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: MUELLER SUPER CENTURION 250 OR AMERICAN DARLING B-84-B-5.
5. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
6. ALL FITTINGS SHALL BE MECHANICAL JOINT.
7. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
8. BLUE LOCATOR SHALL BE PLACED IN CENTER OF TRAVEL LANE CLOSEST TO HYDRANT.
9. ALL HYDRANT VALVE BOX COVERS SHALL BE PAINTED CARNIVAL RED.
10. LOCATE WIRE SHALL TERMINATE AT HYDRANT ISOLATION VALVE.
11. HYDRANTS SHALL BE NO MORE THAN FIFTEEN FEET (15 FT.) FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAVEMENT. CLEARANCES OF SEVEN AND ONE HALF FEET (7FT-6IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS, WITH FOUR FOOT (4 FT.) CLEARANCE TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY
(N.T.S.)

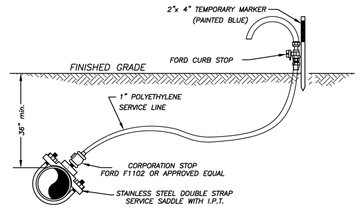
FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING CONSULTANTS, 1701 SOUTH 25TH STREET, FT. PIERCE, FLORIDA 34947, 772-466-1600

TYPICAL FIRE HYDRANT ASSEMBLY — W-5

DATE:	REVISION:	BY:	APPD:
12-09	DESIGN	SLL	JLC
DESIGNED:		COMPUTER FILE #	
JLC		WATER DETAILS.DWG	
DRAWN BY:		SCALE:	
SLL		N.T.S.	
APPROVED:		DATE:	SHEET
JLC		2010	1 OF 1



BACTERIOLOGICAL SAMPLING POINT @ FIRE HYDRANT
(N.T.S.)



BACTERIOLOGICAL SAMPLING POINT @ WATER MAIN
(N.T.S.)

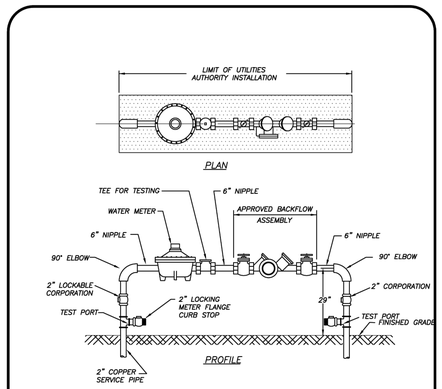
NOTE:

AFTER TESTING REMOVE 1" P.E. LINE AND CAP WITH BRASS PLUG AT CORPORATION STOP.

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING CONSULTANTS, 1701 SOUTH 25TH STREET, FT. PIERCE, FLORIDA 34947, 772-466-1600

BACTERIOLOGICAL SAMPLING POINT DETAIL — W-6

DATE:	REVISION:	BY:	APPD:
03-09	02-15	SLL	JLC
DESIGNED:		COMPUTER FILE #	
JLC		WATER DETAILS.DWG	
DRAWN BY:		SCALE:	
SLL		N.T.S.	
APPROVED:		DATE:	SHEET
JLC		2010	1 OF 1



NOTES:

1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

WATER METER/BACKFLOW PREVENTER ASSEMBLY
DOMESTIC SERVICE (COMMERCIAL)
(N.T.S.)

FPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, WATER/WASTEWATER ENGINEERING CONSULTANTS, 1701 SOUTH 25TH STREET, FT. PIERCE, FLORIDA 34947, 772-466-1600

WATER METER/BACKFLOW PREVENTER ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" OR LESS) — W-8

DATE:	REVISION:	BY:	APPD:
03-09	DESIGN	SLL	JLC
DESIGNED:		COMPUTER FILE #	
JLC		WATER DETAILS 2020022.DWG	
DRAWN BY:		SCALE:	
SLL		N.T.S.	
APPROVED:		DATE:	SHEET
JLC		2010	1 OF 1

ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

This item has been electronically signed and sealed by Jason Mathew Gunther, PE on 1/10/2024 using a SHA-1 authentication code.

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JASON M. GUNTHER — No. 58629 — PROFESSIONAL ENGINEER — STATE OF FLORIDA — January 10, 2024

JASON M. GUNTHER — No. 58629 — PROFESSIONAL ENGINEER — STATE OF FLORIDA

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
6300 NW 31st AVE, SUITE 101, FT. LAUDERDALE, FL 33309, P: 954-202-7600
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DATE: 08-24-2023
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PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

JASON M. GUNTHER — No. 58629 — PROFESSIONAL ENGINEER — STATE OF FLORIDA — January 10, 2024
FLORIDA LICENSE No. 58629
FLORIDA Certificate of Authorization No. 27528

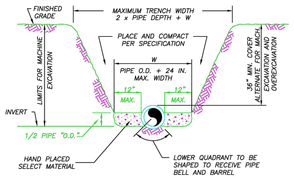
SHEET TITLE:

WATER SEWER DETAILS

SHEET NUMBER:

C-10

Printed on Wednesday, January 10, 2024, 7:09 PM by Jason Gunther



NOTES:

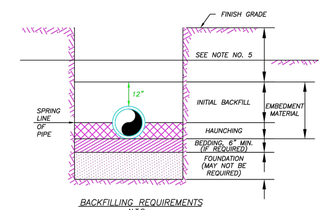
1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

TYPICAL TRENCH DETAIL

N.T.S.

EPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, 1701 SOUTH 6TH STREET, FT. PIERCE, FLORIDA 34950, 772-466-1600	TYPICAL TRENCH DETAIL	M-1
03-09 CONCRETE SLAB — REVISIONS — SLL — A.C — APPD.	DRAWING NO. — DESCRIPTION — DRAWN BY: A.C — CHECKED BY: A.C — APPROVED: A.C	WATER/WASTEWATER ENGINEERING
	COMPUTER FILE: MISC. DETAILS 200602.DWG — SCALE: — DATE: 2015	FT. PIERCE UTILITIES AUTHORITY
		SHEET 1 OF 1



BACKFILLING REQUIREMENTS

N.T.S.

NOTES:

1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.

2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.

3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.

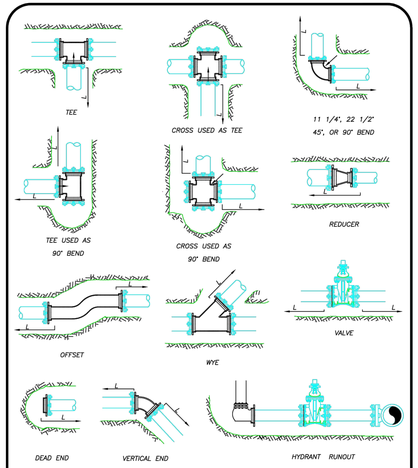
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)

5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.

6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.

7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.

EPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, 1701 SOUTH 6TH STREET, FT. PIERCE, FLORIDA 34950, 772-466-1600	BACKFILLING REQUIREMENTS	M-2
03-09 CONCRETE SLAB — REVISIONS — SLL — A.C — APPD.	DRAWING NO. — DESCRIPTION — DRAWN BY: A.C — CHECKED BY: A.C — APPROVED: A.C	WATER/WASTEWATER ENGINEERING
	COMPUTER FILE: MISC. DETAILS 200602.DWG — SCALE: — DATE: 2015	FT. PIERCE UTILITIES AUTHORITY
		SHEET 1 OF 1



MECHANICAL JOINT ANCHORING REQUIREMENTS

N.T.S.

EPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, 1701 SOUTH 6TH STREET, FT. PIERCE, FLORIDA 34950, 772-466-1600	MECHANICAL JOINT ANCHORING REQUIREMENTS	M-3
03-09 CONCRETE SLAB — REVISIONS — SLL — A.C — APPD.	DRAWING NO. — DESCRIPTION — DRAWN BY: A.C — CHECKED BY: A.C — APPROVED: A.C	WATER/WASTEWATER ENGINEERING
	COMPUTER FILE: MISC. DETAILS 200602.DWG — SCALE: — DATE: 2015	FT. PIERCE UTILITIES AUTHORITY
		SHEET 1 OF 1

MECHANICAL JOINT RESTRAINT NOTES

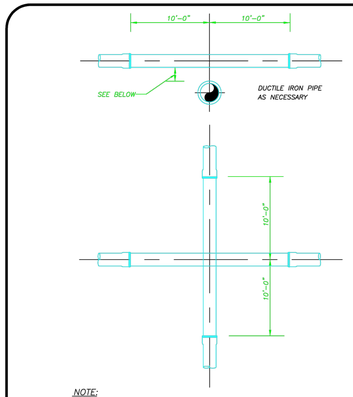
NOTES:

1) THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTRAINED BASED UPON THE PROJECT AREA SOIL TYPE, PROPOSED TRENCH CONDITIONS AND DEPTH, PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF TWO (2). A DRAWING OF EVERY TYPICAL FITTING ASSEMBLY WITHIN THE PROJECT SHALL BE SUBMITTED WHICH REFLECTS THE RESTRAINT DETAIL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTRAINT.

2) REQUIRED RESTRAINED LENGTH CALCULATIONS SHALL ALSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS THAT WILL BE LOCATED WITHIN THE CALCULATED RESTRAINED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.

3) EVERY JOINT OR FITTING MUST BE RESTRAINED ON BOTH SIDES OF THE BEND AND FOR TEES ALONG THE BEND ALSO.

EPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, 1701 SOUTH 6TH STREET, FT. PIERCE, FLORIDA 34950, 772-466-1600	MECHANICAL JOINT RESTRAINT NOTES	M-4
03-09 CONCRETE SLAB — REVISIONS — SLL — A.C — APPD.	DRAWING NO. — DESCRIPTION — DRAWN BY: A.C — CHECKED BY: A.C — APPROVED: A.C	WATER/WASTEWATER ENGINEERING
	COMPUTER FILE: MISC. DETAILS 200602.DWG — SCALE: — DATE: 2015	FT. PIERCE UTILITIES AUTHORITY
		SHEET 1 OF 1



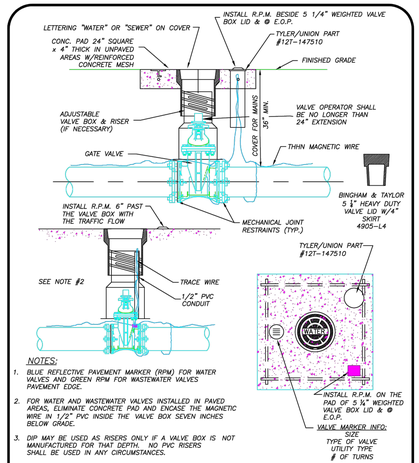
NOTE:

PLEASE REFER TO FORT PIERCE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

UTILITY CROSSING DETAIL

N.T.S.

EPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, 1701 SOUTH 6TH STREET, FT. PIERCE, FLORIDA 34950, 772-466-1600	UTILITY CROSSING DETAIL	M-5
03-09 CONCRETE SLAB — REVISIONS — SLL — A.C — APPD.	DRAWING NO. — DESCRIPTION — DRAWN BY: A.C — CHECKED BY: A.C — APPROVED: A.C	WATER/WASTEWATER ENGINEERING
	COMPUTER FILE: MISC. DETAILS 200602.DWG — SCALE: — DATE: 2018	FT. PIERCE UTILITIES AUTHORITY
		SHEET 1 OF 1



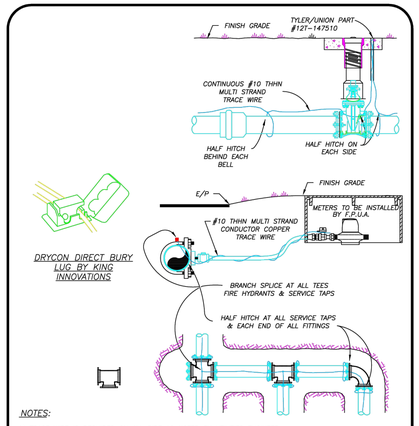
NOTES:

1. BLUE REFLECTIVE PAVEMENT MARKER (RPM) FOR WATER VALVES AND GREEN RPM FOR WASTEWATER VALVES PAVEMENT EDGE.
2. FOR WATER AND WASTEWATER VALVES INSTALLED IN PAVED AREAS, ELIMINATE CONCRETE PAD AND ENCASE THE MAGNETIC WIRE IN 1/2" PVC INSIDE THE VALVE BOX SEVEN INCHES BELOW GRADE.
3. DIP MAY BE USED AS RISERS ONLY IF A VALVE BOX IS NOT MANUFACTURED FOR THAT DEPTH. NO PVC RISERS SHALL BE USED IN ANY CIRCUMSTANCES.

TYPICAL GATE VALVE & VALVE BOX DETAIL

N.T.S.

EPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, 1701 SOUTH 6TH STREET, FT. PIERCE, FLORIDA 34950, 772-466-1600	TYPICAL GATE VALVE & VALVE BOX DETAIL	M-6
03-09 CONCRETE SLAB — REVISIONS — SLL — A.C — APPD.	DRAWING NO. — DESCRIPTION — DRAWN BY: A.C — CHECKED BY: A.C — APPROVED: A.C	WATER/WASTEWATER ENGINEERING
	COMPUTER FILE: MISC. DETAILS 200602.DWG — SCALE: — DATE: 2015	FT. PIERCE UTILITIES AUTHORITY
		SHEET 1 OF 1



NOTES:

1) TRACE WIRE IS REQUIRED ON ALL PIPE AS NOTED BY UTILITIES ENGINEER AND SHOWN IN STANDARD DETAILS.
2) INCLUDE ALL COST OF MATERIAL & LABOR IN PRICE OF PIPE.
3) CONTRACTOR IS RESPONSIBLE FOR CONTINUITY OF ALL TRACE WIRE.

TRACE WIRE

(N.T.S.)

EPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, 1701 SOUTH 6TH STREET, FT. PIERCE, FLORIDA 34950, 772-466-1600	TRACE WIRE DETAIL	M-11
03-09 CONCRETE SLAB — REVISIONS — SLL — A.C — APPD.	DRAWING NO. — DESCRIPTION — DRAWN BY: A.C — CHECKED BY: A.C — APPROVED: A.C	WATER/WASTEWATER ENGINEERING
	COMPUTER FILE: MISC. DETAILS 200602.DWG — SCALE: — DATE: 2015	FT. PIERCE UTILITIES AUTHORITY
		SHEET 1 OF 1

MATERIAL UPGRADE NOTES

MATERIAL UPGRADES ARE REQUIRED FOR UTILITY INSTALLATIONS THAT ARE IN CLOSE PROXIMITY TO SALT WATER (FOR EXAMPLE, HUTCHINSON ISLAND, INDIAN RIVER FLOOD PLAIN AND AREAS EAST OF U.S. HIGHWAY 1) AND AS DIRECTED BY FPUA WATER/WASTEWATER ENGINEERING DEPARTMENT.

1) PIPE – ALL DUCTILE IRON PIPE SHALL BE EPOXY COATED (EXTERIOR)

2) FITTINGS – ALL DUCTILE IRON FITTINGS SHALL BE EPOXY COATED (EXTERIOR). PVC FITTINGS CAN ALSO BE USED. HOWEVER, PVC FITTINGS MUST BE EXTRUDED OR FORMED FITTINGS MEETING ALL AWWA REQUIREMENTS. NO FABRICATED FITTINGS WILL BE ALLOWED. ALL NUTS AND BOLTS SHALL BE 316SS ONLY.

3) RESTRAINTS – ALL MECHANICAL JOINT RESTRAINTS SHALL BE EPOXY COATED. ALL HARDWARE (RODS, NUTS, BOLTS, WASHERS) SHALL BE 316SS ONLY.

4) FIRE HYDRANTS – ALL NUTS AND BOLTS SHALL BE 316SS ONLY.

5) VALVES – ALL VALVES SHALL BE EPOXY COATED. ALL NUTS AND BOLTS SHALL BE 316SS. VALVE STEM AND 2-INCH OPERATING NUT SHALL BE CAST BRONZE.

6) HARDWARE – 316 SS, A4-70 AND A4-80 ARE ACCEPTABLE NOMENCLATURES SEEN ON FASTENERS

7) ALL OTHER MATERIALS SHALL BE PROVIDED WITH MANUFACTURER'S STANDARD UPGRADES FOR USE IN CORROSIVE ENVIRONMENTS.

EPUA COMMUNITY PROUD — FT. PIERCE UTILITIES AUTHORITY, 1701 SOUTH 6TH STREET, FT. PIERCE, FLORIDA 34950, 772-466-1600	MATERIAL UPGRADE NOTES	M-13
03-09 CONCRETE SLAB — REVISIONS — SLL — A.C — APPD.	DRAWING NO. — DESCRIPTION — DRAWN BY: A.C — CHECKED BY: A.C — APPROVED: A.C	WATER/WASTEWATER ENGINEERING
	COMPUTER FILE: MISC. DETAILS 200602.DWG — SCALE: — DATE: 2015	FT. PIERCE UTILITIES AUTHORITY
		SHEET 1 OF 1

ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1502 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
P: 813-379-4100
6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7600

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016-WS DETAILS

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
STATE OF FLORIDA

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

This item has been electronically signed and sealed by Jason Mathew Gunther, PE on 1/10/2024 using a SHA-1 authentication code.

Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

MATTHEW GUNTHER LICENSE No. 58629 STATE OF FLORIDA PROFESSIONAL ENGINEER

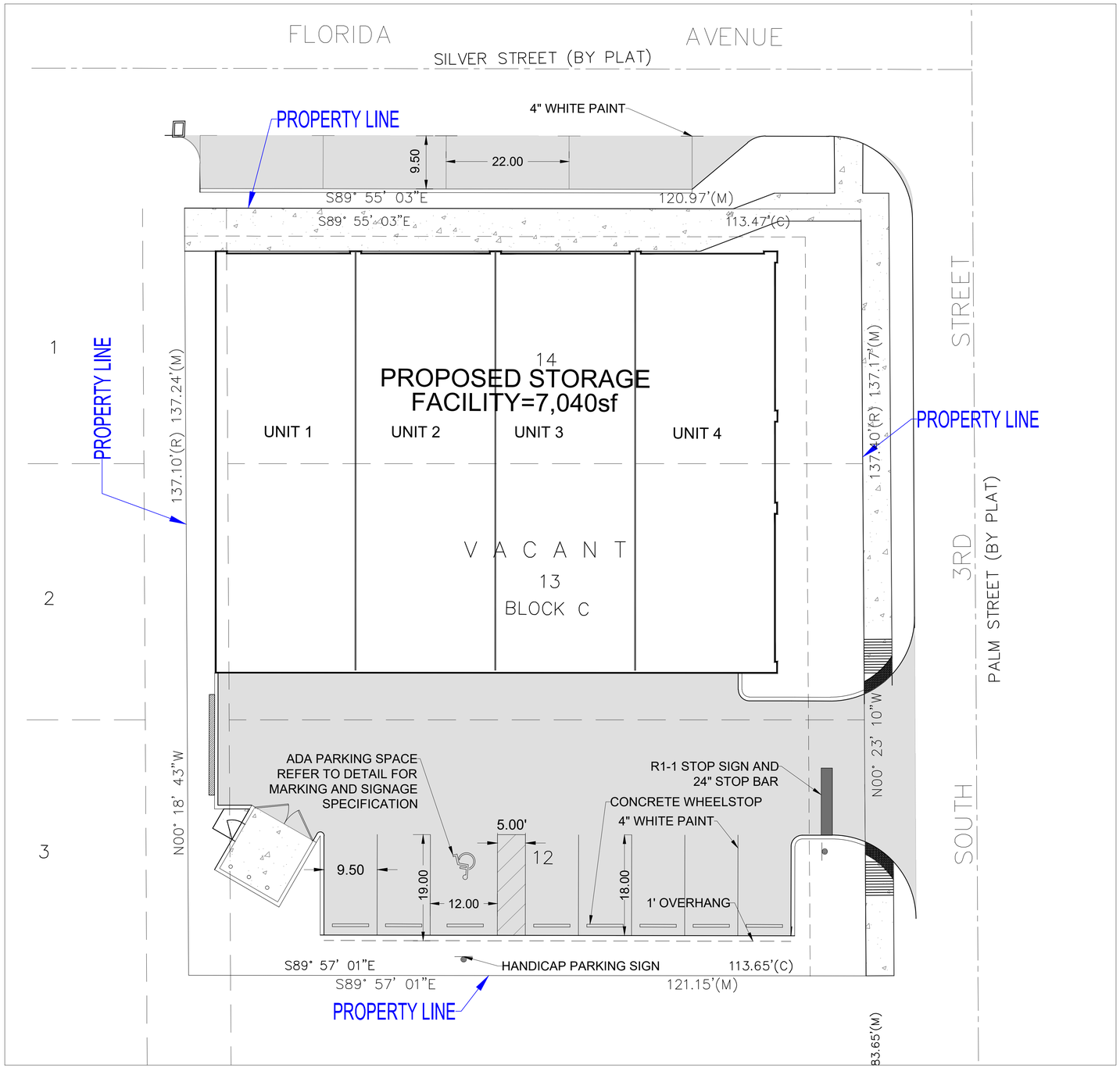
SHEET TITLE:

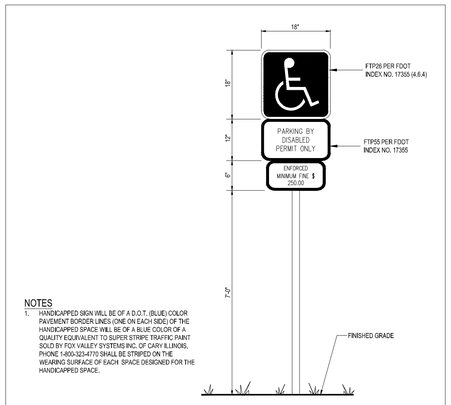
WATER SEWER DETAILS

SHEET NUMBER:

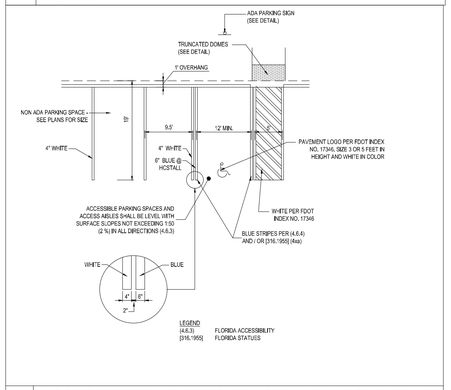
C-11

Printed on Wednesday, January 10, 2024, 7:09 PM by Jason Gunther
M:\PROJECTS\FJ230016-WS DETAILS\-----\FJ230016-C-11 WATER SEWER DETAILS

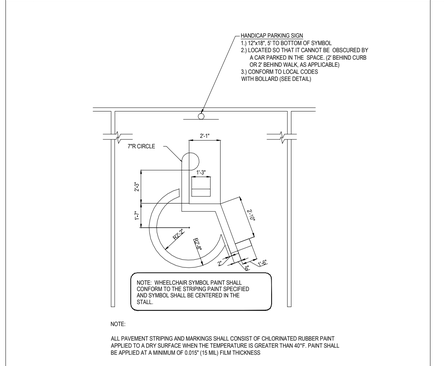




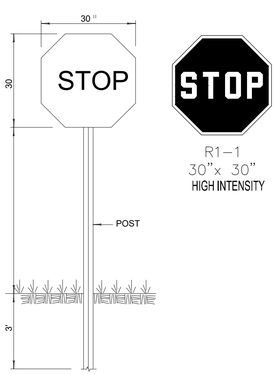
2 ACCESSIBLE PARKING SIGN
SCALE: NONE



1 ACCESSIBLE PARKING SPACE - ADA COMPLIANT
SCALE: NONE



ADA ACCESIBLE PARKING STALL PAINTING DETAIL — N.T.S.



TYPICAL STOP SIGN

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1902 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
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6300 NW 31st AVE
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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016- PAVEMENT MARKINGS & SIGNAGE PLAN

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
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www.ThomasEngineeringGroup.com

JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
STATE OF FLORIDA
January 10, 2024
FLORIDA LICENSE No. 58629
FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION No. 27528

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

This item has been electronically signed and sealed by Jason Mathew Gunther, PE on 1/10/2024 using a SHA-1 authentication code..

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SHEET TITLE:
PAVEMENT MARKINGS & SIGNAGE PLAN

SHEET NUMBER:
C-12

Printed on Wednesday, January 10, 2024, 7:09 PM by Jason Gunther
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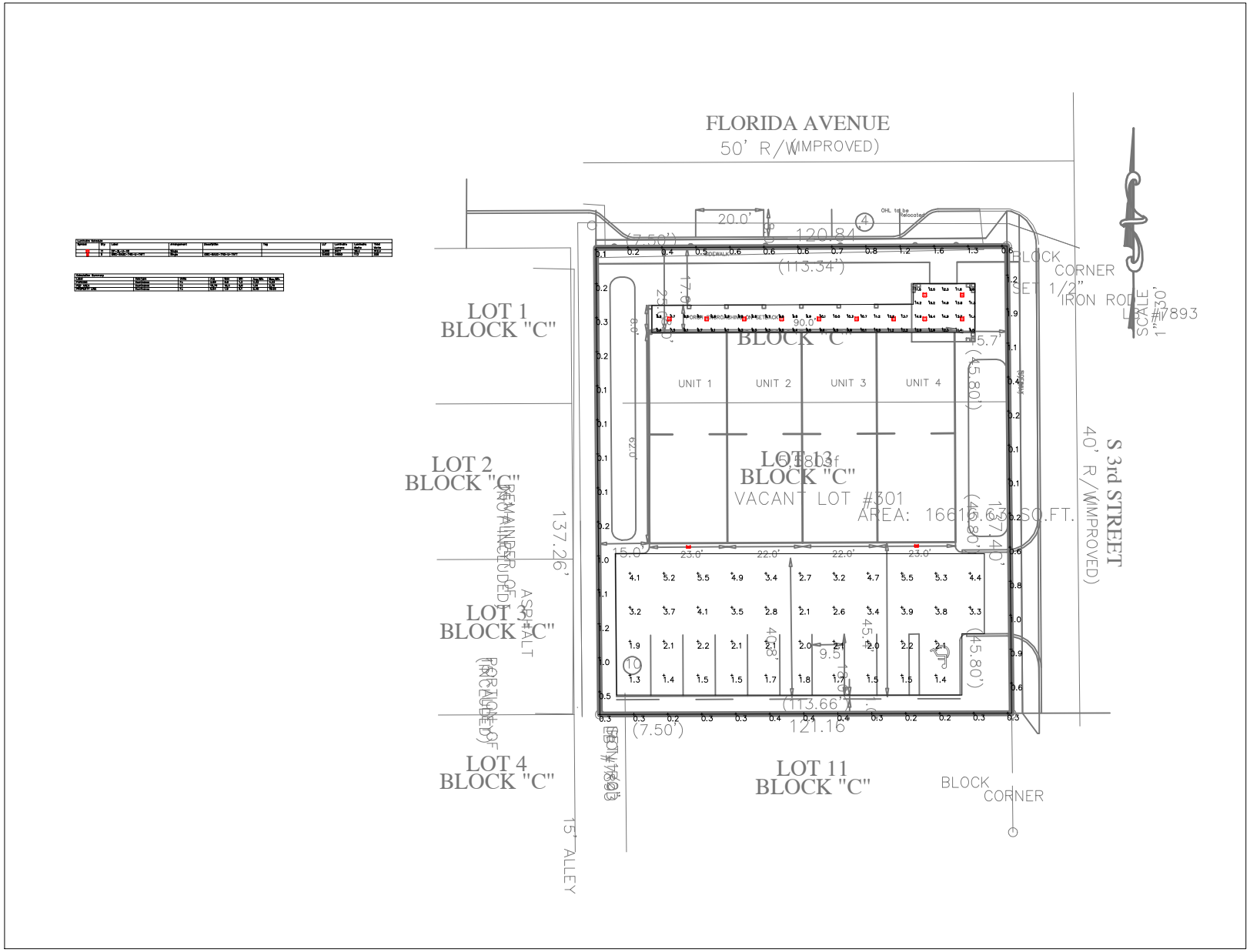


Lighting Plan

301 Florida Avenue - Fort Pierce

January 2024

301 Florida Avenue Rezoning Traffic Analysis

The request is to rezone the 0.38acre property to PD from C-3. Inherently in the PD zoning district the density cannot be increased above that of the underlying zoning district (C-3), therefore there cannot be adverse impacts to infrastructure, traffic or otherwise. For the purposes of this analysis, we have analyzed a potential C-3 zoned property. the maximum building height is 65 feet and the maximum lot coverage is 60%. Therefore we will analyze a 49,600sf office building which would be 60% lot coverage and 5 stories. The following chart indicates the daily trips from this use would be approximately 600 trips.

General Office Building
(710)

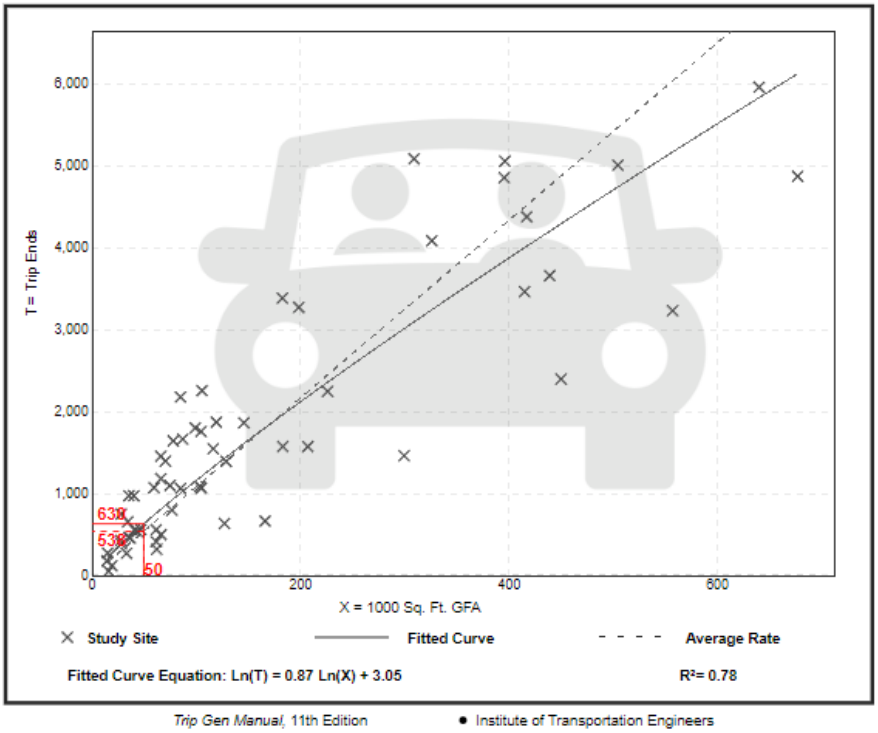
Vehicle Trip Ends vs: 1000 Sq. Ft. GFA
On a: Weekday

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



Trip Gen Manual, 11th Edition • Institute of Transportation Engineers

As previously stated, the PD zoning district cannot exceed the underlying density therefore the allowed use for the rezoning request would be identical to the chart above.

The specific plan associated with this application is for a 7,040sf warehouse use. The below chart represents the daily trips from this use being 49 daily trips.

Warehousing
(150)

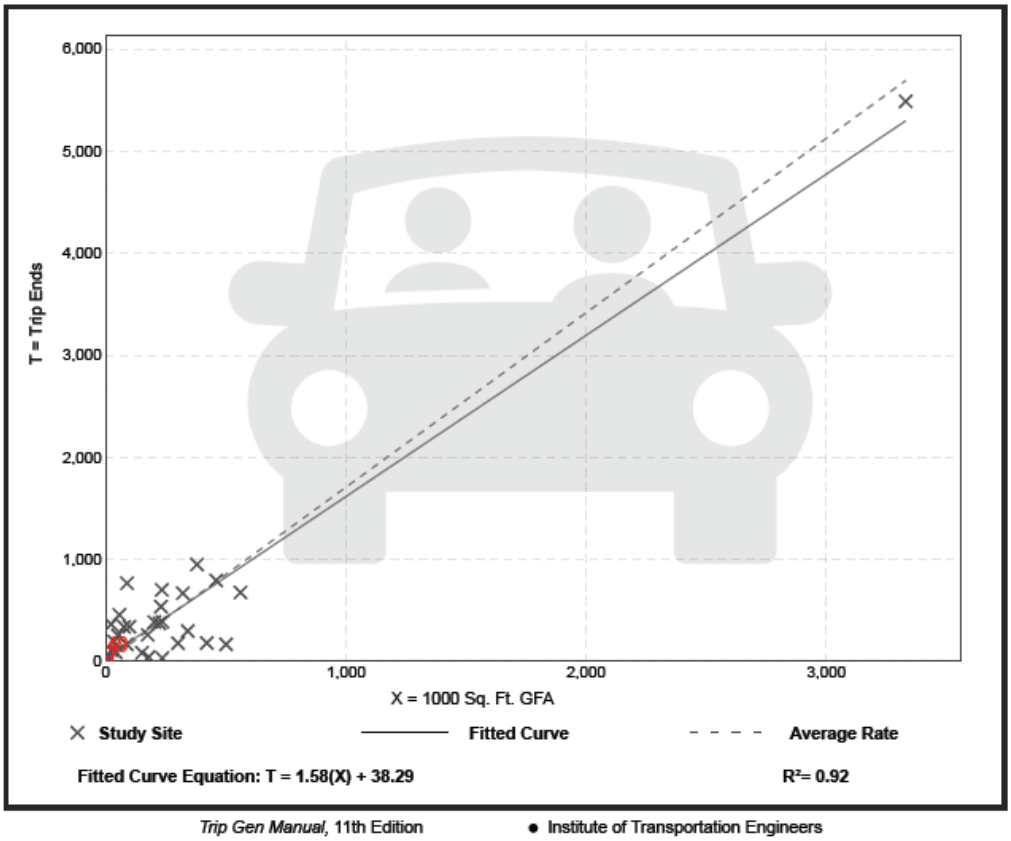
Vehicle Trip Ends vs: **1000 Sq. Ft. GFA**
On a: **Weekday**

Setting/Location: **General Urban/Suburban**
Number of Studies: 31
Avg. 1000 Sq. Ft. GFA: 292
Directional Distribution: 50% entering, 50% exiting

Vehicle Trip Generation per 1000 Sq. Ft. GFA

Average Rate	Range of Rates	Standard Deviation
1.71	0.15 - 16.93	1.48

Data Plot and Equation



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For the purposes of the rezoning request we believe this data is sufficient to confirm traffic will not be adversely impacted by this request.

301 Florida Avenue Rezoning Drainage Analysis

The request is to rezone the 0.38acre property to PD from C-3. Inherently in the PD zoning district the density cannot be increased above that of the underlying zoning district (C-3), therefore there cannot be adverse impacts to infrastructure, drainage or otherwise. For the purposes of this analysis, we have analyzed a potential C-3 zoned property. The maximum lot coverage is 60%. For this 0.38ac parcel this equates to a building size of 9,932sf. The proposed building is 7,040sf which is below the 60% threshold for the underlying zoning district.

We have provided support calculations to demonstrate water quality is exceeded by the proposed plan. Additional calculations will be provided for the Site Work Permit which will demonstrate a pre vs post analysis for 25, 5 and 3 year storm events will be met wherein discharge will be reduced in all three events.

THOMAS ENGINEERING GROUP

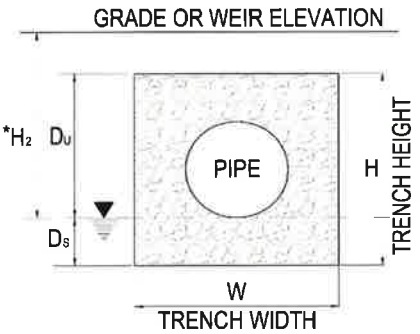
Date: 9/5/2023
Project: 301 Florida Avenue Storage
Project No: FJ230016

Exfiltration Trench Calculations

K-Value:

Test Hole #	(cfs/ft^2/ft hd)
EX-1	7.51E-04
EX-2	
K_{AVG}	7.51E-04

Trench:



* DEPTH OF EFFECTIVE HEAD

Water Table Elev. 11.00

Elev. 15.00 (Grade or Wier)

Elev. 14.50 (Top of Trench)

Elev. 10.00 (Bottom of Trench)

K =	7.51E-04	cfs/ft^2 - ft head
H_2 =	4.00	ft
W =	8.00	ft
D_u =	3.50	ft
D_s =	1.00	ft
H = Du + Ds =	4.50	ft

2) Compute Provided Trench Volume:

L = 68 feet

V = L x (K(H2W + 2H2Du - Du^2 + 2H2Ds) + (1.39 x 10^-4)Wdu)

V = 3.11 ac-in or 0.26 ac-ft

Proposed Trench exceeds Water Quality Requirements

Trench Stage-Storage Calcs		
Stage (ft)	**Area (ac)**	**Storage (ac-ft)**
11.00		0.00
12.00		0.07
13.00		0.13
14.00		0.20
15.00		0.26
16.00		0.26
17.00		0.26
18.00		0.26

THOMAS ENGINEERING GROUP
1000 Corporate Drive, Ft. Lauderdale, FL 33334
Tel: 954-202-7000
Fax: 954-202-7070

Date: 9/5/2023
Project: 301 Florida Avenue Storage
Project No: FJ230016

Calculated By: JMG
Checked By: JMG

PROPOSED QUALITY CALCULATIONS

Design Criteria:

Estimated Seasonal High Water Level: 11.00 NAVD

Proposed Acreages

Lake Areas (A_L):	0 sf	or	0.000 ac
Roof Areas (A_R):	7,040 sf	or	0.162 ac
Paved Areas (A_P):	6,377 sf	or	0.146 ac
Green Areas (A_G):	3,200 sf	or	0.073 ac
Total (A_T):	16,617 sf	or	0.381 ac

Compute Required Water Quality Volume:

1) Provide at least 1 inch over the developed project:

V_{PRE} = 1 inch x A_T x 1 ft / 12 inches
= 1 x 0.381 / 12
= 0.03 ac-ft or 0.36 ac-in

2) Provide 2.5" over % impervious area:

a) Site Area for water quality pervious/impervious calculation:

A_S = A_T - (A_L + A_R)
= 0.381 - (0 + 0.162)
= 0.22 ac of site area for water quality pervious/impervious

b) Impervious area for water quality pervious/impervious calculation:

A_{IMP} = A_S - A_G
= 0.219 - 0.073
= 0.15 ac of impervious area for water quality pervious/impervious

c) Percent of impervious for water quality calculation:

= A_{IMP} / A_S x 100%
= 0.146 / 0.219 x 100%
= 66.7% impervious

d) For 2.5" times the percent impervious:

= 2.5" x % impervious area
= 2.5 x 0.667
= 1.67 inches to be treated

e) Compute volume required volume for quality detention

V_{PRE} = inches to be treated x (A_T - A_L)
= 1.67 x (0.381 - 0) x 1 foot / 12 inches)
= 0.05 ac-ft or 0.64 ac-in

3) Since the 0.64 ac-in is greater than the 0.36 ac-in computed for the first inch of runoff the volume of 0.64 ac-in controls.

Soil Storage = 1.570 in

Curve Number = 86.4

THOMAS
GEOTECHNICAL SERVICES
GEOTECHNICAL • TESTING • INSPECTIONS

September 12, 2023

Mr. Anthony Ghersi, Owner
DDA Realty Group, LLC
11166 SW Lunata Way
Port St. Lucie, Florida 34987
Email: gothamplumbing@gmail.com
Phone: 561-779-7303

Re: Borehole Permeability (BHP) Test
Proposed New Metal Warehouse Building
301 Florida Avenue
Fort Pierce, FL 34950
TGS File No. 23-537-1

Dear Anthony:

As requested, **Thomas Geotechnical Services, LLC (TGS)** has completed a Borehole Permeability (BHP) test, at the above-referenced site.

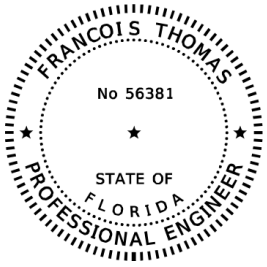
The BHP test was conducted in accordance with South Florida Water Management District (SFWMD) Standards. The test was performed using the usual open-hole, constant head methodology. The boring was completed as an open well with gravel pack (6-20 silica sand). The well screen slot widths were 0.020 inches. Water was then pumped into the open well, and the amount of water required to maintain constant head was recorded. The result of our field permeability test at the site is attached for reference.

If you have any questions pertaining to this report, or if we may be of further service, please contact our office.

Very truly yours,

TGS

Francois Thomas, P.E.
Principal Engineer/President
FL Registration No. 56381



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

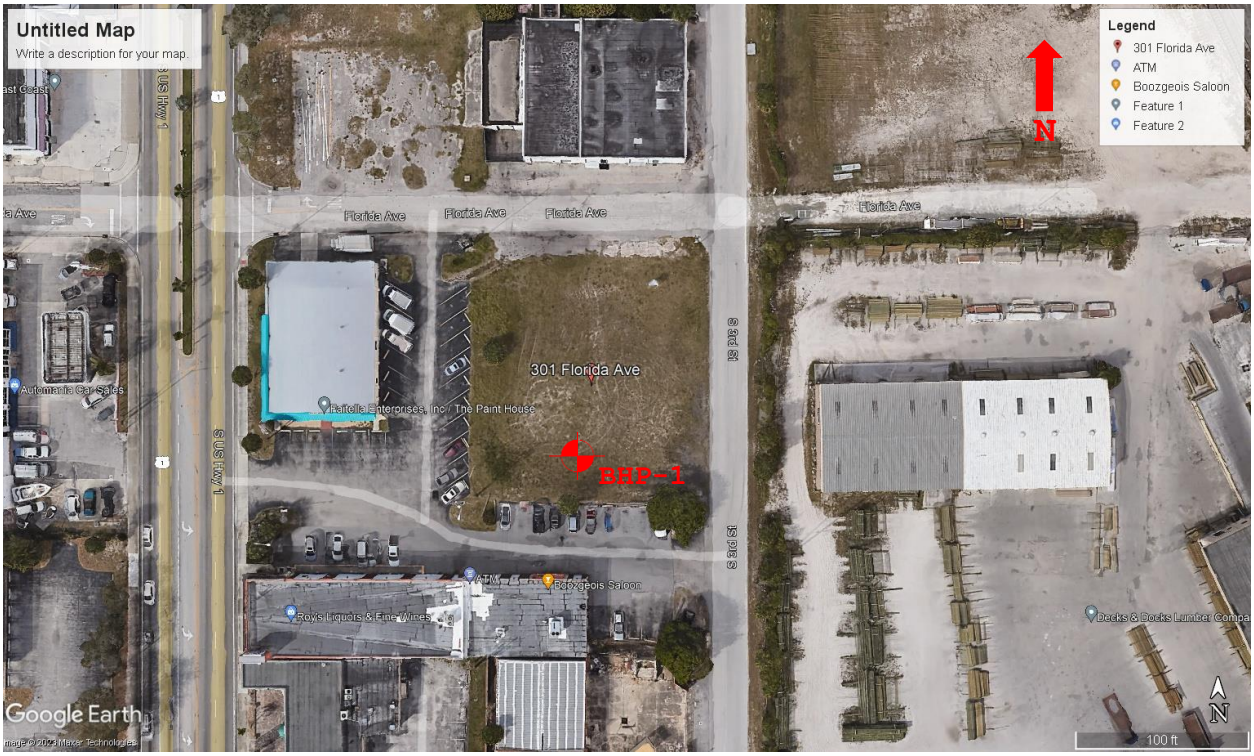
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THOMAS GEOTECHNICAL SERVICES , LLC
6594 WOODLAKE ROAD
JUPITER, FL 33458
CERTIFICATE OF AUTORIZATION 34141

Attachment: Boring Location Pan
Summary of Exfiltration Test Result

Boring Location Plan



Approximate BHP Test Location

Summary of Exfiltration Test Results
Proposed New Metal Warehouse Building
301 Florida Avenue, Fort Pierce, Florida 34950
TGS Project No. 23-537-1

Test Location	Date Performed	Diameter		Depth of Hole	Depth to Groundwater Level Below Ground Surface (Feet)		Hydraulic Head, H_2	Saturated Hole Depth, Ds	Average Flow Rate, Q	Horizontal Hydraulic Conductivity (K)
		Hole (Inches)	Casing (Inches)	(Feet)	Prior to Test	During Test	(Feet)	(Feet)	(gpm)	($ft^3/sec/ft^2$-ft Head)
BHP-1	9/7/2023	6	3	10.0	5.0	0.0	5.0	5.0	10.00	7.51E-04

Note:

(1) The above hydraulic conductivity values represent an ultimate value. The designer should decide on the required factor of safety

(2) The hydraulic conductivity values were calculated based on the South Florida Water Management Districts's USUAL OPEN HOLE CONSTANT HEAD percolation test procedure.

(3) Casing diameter was used for the calculation of hydraulic conductivity values.

MARCELA CAMBLOR & ASSOCIATES, INC.
Town Planning • Architectural Design

Hand Delivery
January 16, 2024

Kev Freeman
Development Director, City of Fort Pierce
100 N US Highway 1,
Fort Pierce, Florida, 34950

Re.: Fort Pierce Commercial – Development Review Site Plan Application
PID:2410-711-0041-000-7 - Address: 301 Florida Avenue, Fort Pierce, FL

Dear Kev,

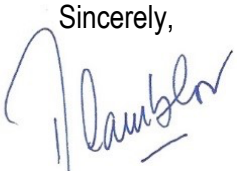
Please accept this resubmittal addressing staff comments to the application request to a Development Review Site Plan application for a commercial property located at 301 Florida Avenue in Fort Pierce. Concurrent separate resubmittals have been delivered for consideration of a rezone from commercial General – C3 to Planned Development Zone (PD)and Design Review.

Included in this resubmittal response are the following materials as three paper sets and one electronic USB prepared in accordance and consistent with Land Development Ordinance Sec. 125-212, Planned Development Zone (PD) subsection (c), Application Requirements:

0 . Cover letter.
1 . Response to staff comments
2 . Amended Drainage Analysis
3 . Survey
4 . Amended Site Plan
5 . Amended Landscape Plan
6 . Amended Civil Plans
7 . Lighting plan
8 . Amended Traffic Analysis

We trust that the attached updated materials are acceptable for staff to be able to complete the necessary reviews ahead of working with our team to schedule the necessary public hearings. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,



Marcela Camblor-Cutsaimanis, AICP
Principal, MC&A Inc.

Encl.

Subject: Rezoning PD and Site Plan (Development and Design Review) – 301 Florida Ave - Parcel IDs: 2410-711-0041-000-7 – Technical Review Committee Comments for December 21, 2023 TRC Meeting – Response to staff comments

Dear Staff
The following are responses to the comments received regarding the Fort Pierce Commercial site described above. Applicant's responses are italicized.

City of Fort Pierce Planning Department

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.
Applicant Response: Acknowledged.

2. Stop signs, stop bars, and directional arrow striping will need to be placed in proper intersection locations throughout the property.
Applicant Response: Acknowledged, see site plan.

3. 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.
Applicant Response: Acknowledged.

4. 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.
Applicant Response: Acknowledged.

Fort Pierce Engineering Department

1. The City of Fort Pierce Code of Ordinances specifies that roadways classified as "local" shall have a minimum right-of-way width of 60'. S. 3rd Street currently has a substandard right of- way width of 40' and Florida Avenue has a right-of-way width of 50'. Therefore, it is requested that the applicant provide a 10' right-of-way donation along S. 3rd Street (½ of the required 20') and 5' along Florida Avenue (½ of the required 10') as a part of the site plan approval process.
Applicant Response: Consistent with ROW dedications as easements in other projects in the area, the applicant is providing an easement to the City to ensure the land is available should the ROW need to be expanded. The applicant respectfully requests the approval of easements in lieu of donation given the constrained size of the property. See site plan.

2. Provide a minimum 5' wide concrete sidewalk within the Florida Avenue right-of-way as it appears the current public sidewalk is located within the project property boundaries.
Applicant Response: Acknowledged. With the proposed 5' roadway easement, 5' of the proposed sidewalk along Florida Avenue falls within the easement area. See site plan.

3. The survey and site plan shall indicate the paved Florida Avenue and S. 3rd Street roadways and the location of the Florida Avenue driveway for the property to the west of the project.
Applicant Response: Acknowledged. The survey indicates the pavement limits on adjacent property up to the centerline of the road and we believe this is sufficient information at this stage. The surveyor has retired so there would be a significant delay in resubmittal. The applicant will expand survey at final site plan stage.

4. Provide a note on the site plan that all construction shall comply with the City of Fort Pierce Code of Ordinances Sections 119 and 125.
Applicant Response: The site plan has been updated with this note.

5. Provide the required 10' landscape strip between the building and the Florida Avenue right of-way, the proposed parking and the south property line, and between the building and the west property line.
Applicant Response: This is a request for a PD. As such, the applicant is requesting a relief from this landscape strip/buffer. The result is a building consistent with the urban form desired for a walkable CRA district.

6. Indicate the driveway setback distance from the southerly property line.
Applicant Response: Included, see site plan.

7. The site plan shall include the parking lot aisle width adjacent to the parking stalls.
Applicant Response: Included. The site plan has been updated to include this dimension.

8. Update the dumpster to include the required pedestrian walk-thru access.
Applicant Response: A sidewalk and person door is now included in the site plan.

9. The site plan shall include a location map.
Applicant Response: Included, see site plan.

10. The required parking is identified as twelve spaces, yet the vehicle parking provided reflects eight spaces. Note: The proposed Florida Avenue on-street parking may not be included as provided parking as this is considered public parking and may not be dedicated to a particular entity.
Applicant Response: Acknowledged and amended. The initial proposal was including on-street parking in the count as it is to be built as part of this private endeavor and remain public. Count has been amended, see site plan.

11. Revise the site plan to provide the limits of the Florida Avenue paved roadway width once the on-street parking is constructed.
Applicant Response: Included, see site plan.

12. Revise the on-street parking to reflect an overall stall length of 22' as opposed to 19' as per the City of Fort Pierce Code of Ordinances Section 125-315(c)(l).
Applicant Response: Revised, see site plan, 22' lengths are now shown.

13. Where is the ultimate outfall for the project's stormwater collection system?
Applicant Response: The applicant does not believe there is a viable conveyance pipe to connect to. The applicant is proposing a structure adjacent to the ROW line at 3rd St. which will overflow into the road swale of 3rd St. at a controlled rate below predevelopment levels.

14. Revise the site plan to indicate a concrete driveway apron as per the requirements specified in the Code of Ordinances.
Applicant Response: Revised, see site plan. Driveway will be concrete within the 3rd St. ROW.

15. Provide a note on the site plan stipulating that all landscaping installed within the limits of the Florida Avenue right-of-way shall be maintained by the developer in accordance with an executed Landscape Memorandum of Agreement.
Applicant Response: Acknowledged, site plan amended accordingly.

16. Update the Curb Ramp Detail to require the use of truncated concrete brick domed pavers, brick-red in color, as the detectable warning.
Applicant Response: Acknowledged, a note reflecting this has been added to the PGD plan.

17. Relocate the proposed water meters and RPZ backflow preventers to be installed within the limits of the property and not within the Florida Avenue public R/W.
Applicant Response: Acknowledged, revised. These facilities are now relocated out of the ROW and roadway easements.

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. All new construction or alterations shall meet the requirements of the Florida Building Code 7 th Edition.

3. Building Permit required.

4. Signed and sealed construction drawings required.

5. Must meet the following accessibility requirements: accessible route, handicapped parking spaces and means of egress.

6. Shall meet the Fire Prevention Code.

Applicant Response: Acknowledged.

Fort Pierce Police Department

No comments at this time.
Applicant Response: Acknowledged.

St. Lucie County Planning Department

Comments may be forthcoming St. Lucie County.
Applicant Response: Acknowledged.

PW/Engineering

No comments at this time.
Applicant Response: Acknowledged.

City Clerk Office

Comments may be forthcoming,
Applicant Response: Acknowledged.

Code Enforcement

Comments may be forthcoming.
Applicant Response: Acknowledged.

Fort Pierce Utilities Authority FPUA W/WW Engineering:

The TRC application for Fort Pierce Flex Office Space has been reviewed by the FPUA Water/Wastewater Engineering Dept. with the following comments: Water and sewer are available to serve the property. Please submit three sets of construction plans to this office for review and approval along with a plan review and commercial service application.

FPUA Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. Approved.

Please contact Sal Scimeca for electric customer requirements and project coordination.

Sal Scimeca Engineering Technician III Electric & Gas Engineering Fort Pierce Utilities Authority sscimeca@fpua.com 772.466.1600 ext. 6957 FPUA

Gas: Approved. Natural Gas is available via S 3rd St. FPUAnet Fiber: FPUAnet Approves.

Fiber Internet Service – Is Available. If client would like Fiber Internet Service from FPUAnet Communications, please contact Eric Peters at (772) 468-1697 for Fiber Internet requirements if service is desired.
Applicant Response: Acknowledged.

St. Lucie County Fire District

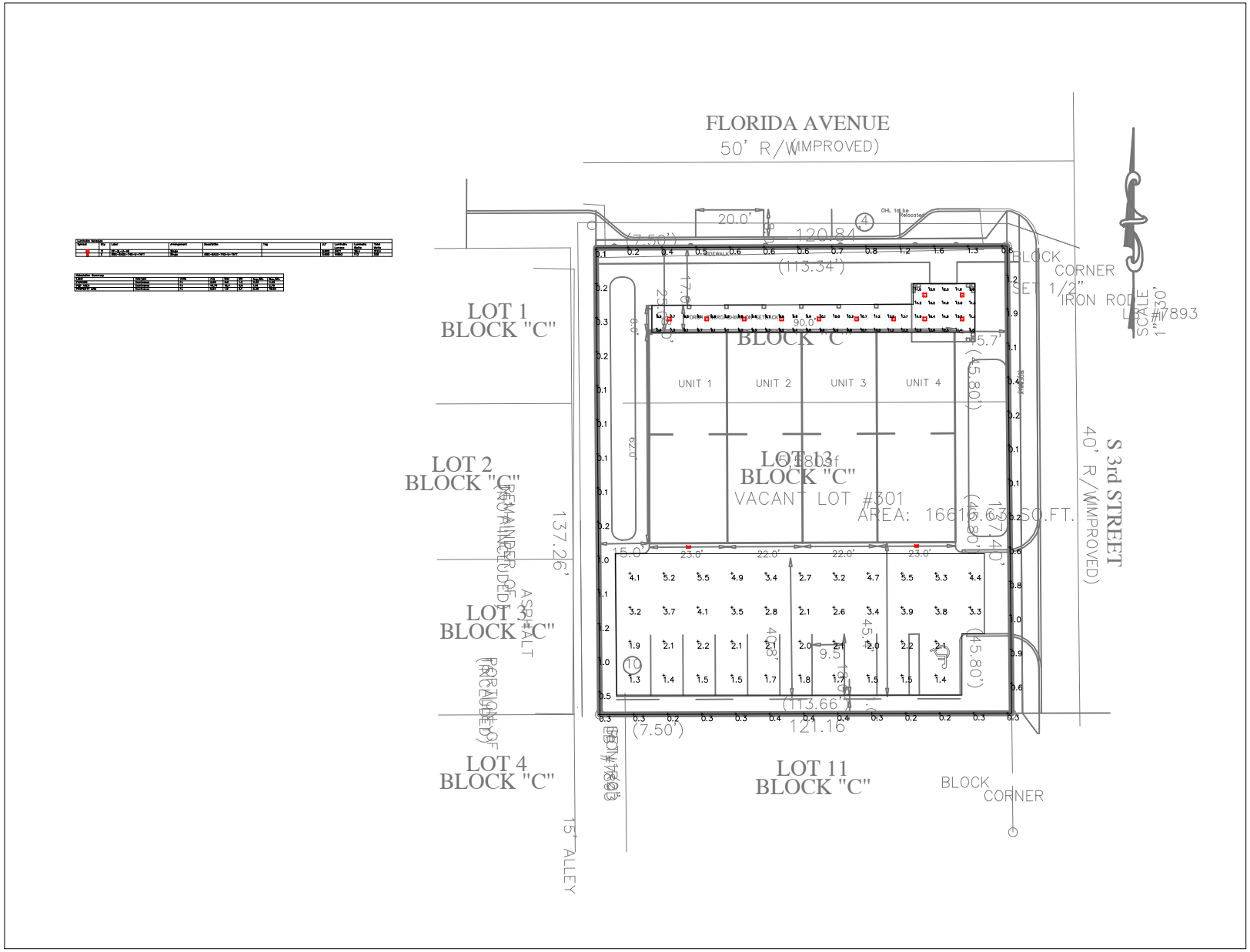
Comments may be forthcoming
Applicant Response: Acknowledged.

Florida Department of Transportation

Comments may be forthcoming.
Applicant Response: Acknowledged.

St. Lucie County School Board

Comments may be forthcoming.
Applicant Response: Acknowledged.



Lighting Plan

301 Florida Avenue - Fort Pierce

January 2024

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Ryan Altizer, Senior Planner
RE:	**Rezoning and Site Plan - 23-43900004** **301 Florida Ave**
BOARD DATE:	December 21, 2023

Resubmittal of Rezoning and Site Plan at 301 Florida Ave

The above referenced project is being resubmitted for your review and comments. The applicant is requesting a Rezoning for a Planned Development with a Development and Design Review for a Site Plan at 301 Florida Ave.

Please send all comments to raltizer@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you,
Ryan

MARCELA CAMBLOR & ASSOCIATES, INC.
Town Planning • Architectural Design

Hand Delivery
February 24, 2024

Kev Freeman
Development Director, City of Fort Pierce
100 N US Highway 1,
Fort Pierce, Florida, 34950

Re.: Fort Pierce Commercial – Development Review Site Plan Application
PID:2410-711-0041-000-7 - Address: 301 Florida Avenue, Fort Pierce, FL

Dear Kev,

Please accept this resubmittal addressing staff comments to the application request to a Development Review Site Plan application for a commercial property located at 301 Florida Avenue in Fort Pierce. Concurrent separate resubmittals have been delivered for consideration of a rezone from commercial General – C3 to Planned Development Zone (PD).

Included in this resubmittal response are the following materials as three paper sets and one electronic USB prepared in accordance and consistent with Land Development Ordinance Sec. 125-212, Planned Development Zone (PD) subsection (c), Application Requirements:

0 . Cover letter.
1 . Response to staff comments
2 . Amended Civil Plans

We trust that the attached updated materials are acceptable for staff to be able to complete the necessary reviews ahead of working with our team to schedule the necessary public hearings. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Marcela Camblor-Cutsaimanis, AICP
Principal, MC&A Inc.

MARCELA CAMBLOR & ASSOCIATES, INC.
Town Planning • Architectural Design

Hand Delivery
February 24, 2024

Kev Freeman
Development Director, City of Fort Pierce
100 N US Highway 1,
Fort Pierce, Florida, 34950

Re.: Fort Pierce Commercial – Rezoning Application
PID:2410-711-0041-000-7 - Address: 301 Florida Avenue, Fort Pierce, FL

Dear Kev,

Please accept this resubmittal addressing staff comments to the application request for a Rezoning application for a commercial property located at 301 Florida Avenue in Fort Pierce. Concurrent separate resubmittals have been delivered for consideration of a Development Review.

Included in this resubmittal response are the following materials as three paper sets and one electronic USB prepared in accordance and consistent with Land Development Ordinance Sec. 125-212, Planned Development Zone (PD) subsection (c), Application Requirements:

0 . Cover letter.
1 . Response to staff comments
2 . Amended Civil Plans

We trust that the attached updated materials are acceptable for staff to be able to complete the necessary reviews ahead of working with our team to schedule the necessary public hearings. If you have any questions or need any additional information, please do not hesitate to contact me.

Sincerely,

Marcela Camblor-Cutsaimanis, AICP
Principal, MC&A Inc.

47 W Osceola St. #203 – STUART – FLORIDA 34994
772.708.1108 – www.marcelacamblor.com

THOMAS
ENGINEERING GROUP

Thomas Engineering Group
840 SE Osceola Street
Stuart, FL 34994
P: (772) 888-3138
www.ThomasEngineeringGroup.com

February 21st, 2024

City of Fort Pierce Planning Department
100 N. U.S. Highway 1
Fort Pierce, FL 34950

Attention: Staff

Project Name: **Ft. Pierce Flex Office Space Site Plan TRC No.23-43900004** – Comment response letter

Dear Staff,

The following is a response to comments received on February 6th, 2024. Below are the comments along with our response in bold:

Engineering Site Plan Comments:

1. Update the site plan to clearly indicate the width of the concrete sidewalks along Florida Avenue and S. 3rd Street. Also, please label the Florida Avenue sidewalk as it is difficult to ascertain the location. Please note that the back of the sidewalk should be situated at the back of the proposed 5' R/W easement line.

   Response: Florida Avenue Sidewalk proposes a 5' sidewalk within the roadway easement. This sidewalk extends to the building at approximately 2 additional feet. Carve outs in the sidewalk have been created for the FPUA meters; these carve outs do not encroach into the roadway easement.

2. Please situate the S. 3rd street sidewalk so it is located within the proposed 10' R/W easement with the back of the walk situated at the western easement line.

   Response: Per conversation with Planning and Zoning, the sidewalk can remain where it is located along the eastern portion of the roadway easement.

3. The ultimate outfall for the on-site drainage system is noted as a bubble-up structure into the "3rd street swale system" Please be aware that a roadside swale does not currently exist in this area so the bubble-up structure will not be a viable option. Please state whether a direct connection to the Georgia drainage system is proposed or whether the site will retain the runoff generated during a 100 year – 1 day storm.

   Response: An underground storage field is now proposed to retain the 100 year storm event.

4. The proposed water meters and RPZ backflow preventers are to be installed within the limits of the 7' wide Florida avenue sidewalk. Although 2' of this sidewalk is located outside the proposed R/W easement, the city would request that the full width of the sidewalk be designated as City sidewalk and a 2' sidewalk easement be provided at the time of DPRC application. However, it should be noted that it may be more desirable to reduce the width of the sidewalk to 5' and leave the 2' as green space which would allow the placement of the meters and backflow preventers within this strip of land as the potable

water appurtenances would not be allowed to be placed within the limits of the Florida Avenue public sidewalk.

Response: Carve outs are now indicated such that the meters are within pervious areas below, the sidewalk is proposed to the building wall to allow for flexibility in doorway placement and potential outdoor seating or other use.

5. **Advisory Comments:**

A. The previous comment "The survey and site plan shall indicate the paved width of the Florida Avenue and S. 3rd street roadways and the location of the Florida Avenue driveway for the property to the west of the project." Shall be addressed at the time of Development Permit Compliance Review (DPCR).

B. Prior to DPCR approval a landscape maintenance memorandum of agreement shall be provided for all landscaping and/or irrigation installed within the limits of the public right-of-way.

C. The previous comment "Provide the required 10' landscape strip between the building and the Florida Avenue right-of-way, the proposed parking, and the south property line, between the building and the west property line." was addressed by stating the development was proposing a deviation from this requirement based on the request of a Planned Development designation. This department does not object to the request along S. 3rd street as there would remain 5.5' of landscaping between the building and the R/W should S. 3rd street be developed. However, we would like to point out should Florida Avenue be improved in the future and if the designated 5' R/W easement is utilized there would be little remaining of a perimeter landscaping buffer as the building is only 2.7' from the R/W easement line. Engineering recommends that at least 5.0' of landscaping be provided or an additional 2.3' added to the current setback.

Should you have any additional comments please contact us at (772) 888-3138. Your time involved reviewing this application is greatly appreciated.

Sincerely,
Thomas Engineering Group, LLC

Jason M. Gunther
Branch Manager

PRELIMINARY CONSTRUCTION PLANS
FOR:
301 FLORIDA AVENUE FLEX SPACE

OWNER:

DDA REALTY GROUP, LLC

JURISDICTIONAL NOTES

GENERAL

ALL CONSTRUCTION SHALL BE PERFORMED IN ACCORDANCE WITH THE APPROVED PLANS AND COMPLY WITH ALL STANDARD CITY AND COUNTY POLICIES AND PRACTICES AS APPLICABLE.

UTILITY WORK

PLAN APPROVAL THROUGH DEVELOPMENT SERVICES DOES NOT INCLUDE UTILITIES. PROPOSED WATER, SEWER, ELECTRIC AND GAS PROVIDER:

FORT PIERCE UTILITY AUTHORITY
206 S 6TH ST
FORT PIERCE, FL 34950
(772) 466-1600

PHONE / DATA PROVIDER
ATT

WORK WITHIN THE RIGHT-OF-WAY

ALL WORK WITHIN VIRGINIA AVENUE AND U.S. HIGHWAY 1 /W REQUIRES RIGHT-OF-WAY PERMITS FROM ST. LUCIE COUNTY AND ALL WORK MATERIALS AND METHODS MUST BE IN ACCORDANCE WITH THEIR STANDARDS AND PROCEDURES.

VICINITY \ AERIAL MAP

N.T.S.

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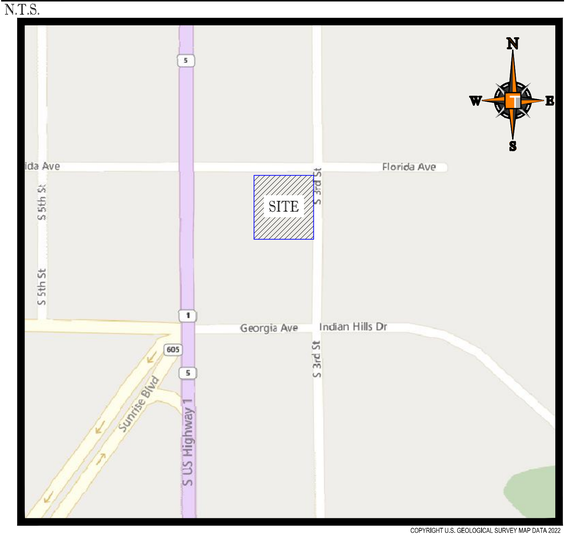
LOCATION MAP

N.T.S.



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SHEET INDEX

Sheet Number	Sheet Title
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C-04	PAVING, GRADING AND DRAINAGE PLAN
C-05	PAVING GRADING & DRAINAGE DETAILS
C-06	EROSION CONTROL PLAN
C-07	CROSS SECTIONS
C-08	WATER, SEWER AND UTILITY PLAN
C-09	WATER SEWER DETAILS
C-10	WATER SEWER DETAILS
C-11	WATER SEWER DETAILS
C-12	PAVEMENT MARKINGS & SIGNAGE PLAN

PROJECT TEAM

APPLICANT:
DDA REALTY GROUP, LLC
11166 SW LUNATA WAY
PORT ST. LUCIE, FK, 34987

LANDSCAPE ARCHITECT/PLANNER:

ENGINEER:
THOMAS ENGINEERING GROUP
840 SE OSCEOLA STREET
STUART, FL 34994
CONTACT: JASON GUNTHER, **PE**
(P) 772.888.3138

SURVEYOR:
MANUCY LAND SURVEYORS, INC
12660 157TH STREET NORTH
JUPITER, FLORIDA 33478
(P) 561.427.0855

ARCHITECT:

PREPARED BY

THOMAS ENGINEERING GROUP

840 SE OSCEOLA ST.
STUART, FL. 34994

PH: (772) 888-3138
www.ThomasEngineeringGroup.com

ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1502 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
P: 813-379-4100
6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7600

THE INFORMATION, DESIGN AND CONTENT OF THIS PLAN ARE PROPRIETARY AND SHALL NOT BE COPIED OR USED FOR ANY PURPOSE WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THOMAS ENGINEERING GROUP, LLC. ONLY APPROVED, SIGNED AND SEALED PLANS SHALL BE UTILIZED FOR CONSTRUCTION PURPOSES. ANY UNAUTHORIZED USE SHALL BE AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO THOMAS ENGINEERING GROUP, LLC.

REVISIONS:

REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016 - COVER-SHEET

PROJECT:
301 FLORIDA AVENUE FLEX SPACE
FOR
DDA REALTY GROUP
301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
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JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
STATE OF FLORIDA
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:
COVER SHEET
SHEET NUMBER:
C-01

Printed on Wednesday, February 21, 2024, 11:16 AM by Jason Gunther

GENERAL NOTES

CONTRACTOR IS RESPONSIBLE FOR COMPLIANCE WITH THE NOTES AND SPECIFICATIONS CONTAINED HEREIN. CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE CONFORMANCE TO THESE REQUIREMENTS BY ALL SUBCONTRACTORS.

1. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE AS PART OF THIS PLANS AND SHALL BE CONSIDERED PART OF THESE PLANS:
-TOPOGRAPHIC SURVEY PREPARED BY MANUCY LAND SURVEYORS, INC.

PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL VERIFY THAT HE/SHE HAS THE LATEST EDITION OF THE DOCUMENTS REFERENCED ABOVE.

2. ALL HANDICAPPED PARKING SPACES SHALL BE CONSTRUCTED TO MEET, AT A MINIMUM, THE MORE STRINGENT OF THE REQUIREMENTS OF THE "AMERICANS WITH DISABILITIES ACT" (ADA) CODE (42 U.S.C. § 12101 ET SEQ. AND 42 U.S.C. § 4151 ET SEQ.) OR THE REQUIREMENTS OF THE JURISDICTION WHERE THIS PROJECT IS TO BE CONSTRUCTED.

3. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO ENSURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED THE COMMENTS TO ALL PLANS AND OTHER DOCUMENTS REVIEWED AND APPROVED BY THE PERMITTING AUTHORITIES. CONTRACTOR SHALL HAVE COPIES OF ALL PERMITS AND APPROVALS ON SITE AT ALL TIMES.

4. THE OWNER/CONTRACTOR SHALL BE FAMILIAR WITH AND RESPONSIBLE FOR THE PROCUREMENT OF ANY AND ALL CERTIFICATIONS REQUIRED FOR THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY.

5. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AND ALL APPLICABLE REQUIREMENTS AND STANDARDS OF ALL GOVERNMENTAL ENTITIES HAVING JURISDICTION OVER THIS PROJECT.

6. THE GEOTECHNICAL REPORT AND RECOMMENDATIONS SET FORTH HEREIN ARE A PART OF THE REQUIRED CONSTRUCTION DOCUMENTS AND, IN CASE OF CONFLICT, SHALL TAKE PRECEDENCE UNLESS SPECIFICALLY NOTED OTHERWISE ON THE PLANS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ANY SUCH DISCREPANCY BETWEEN THE GEOTECHNICAL REPORTS AND PLANS AND SPECIFICATIONS PRIOR TO PROCEEDING WITH ANY FURTHER WORK.

7. THESE PLANS ARE BASED ON INFORMATION PROVIDED TO THOMAS ENGINEERING BY THE OWNER AND OTHERS PRIOR TO THE TIME OF PLAN PREPARATION. CONTRACTOR SHALL FIELD VERIFY EXISTING CONDITIONS AND NOTIFY THOMAS ENGINEERING IF ACTUAL SITE CONDITIONS DIFFER FROM THOSE SHOWN ON THE PLAN, OR IF THE PROPOSED WORK CONFLICTS WITH ANY OTHER SITE FEATURES.

8. ALL DIMENSIONS SHOWN ON THE PLANS SHALL BE FIELD VERIFIED BY THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER IN WRITING IF ANY DISCREPANCIES EXIST PRIOR TO PROCEEDING WITH CONSTRUCTION. NO EXTRA COMPENSATION SHALL BE PAID TO THE CONTRACTOR FOR WORK HAVING TO BE REDONE DUE TO DIMENSIONS OR GRADES SHOWN INCORRECTLY ON THESE PLANS PRIOR TO THE GIVING OF SUCH NOTIFICATION AND THE ENGINEER'S WRITTEN AUTHORIZATION OF SUCH ADDITIONAL WORK.

9. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL/BUILDING PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF ENTRY/EXIT POINTS, ELEVATIONS, PRECISE BUILDING DIMENSIONS, EXACT BUILDING UTILITY LOCATIONS.

10. PRIOR TO THE START OF CONSTRUCTION, THE CONTRACTOR SHALL COORDINATE THE BUILDING LAYOUT BY CAREFUL REVIEW OF THE SITE PLAN AND LATEST ARCHITECTURAL PLANS (INCLUDING, BUT NOT LIMITED TO, STRUCTURAL, MECHANICAL, ELECTRICAL, PLUMBING AND FIRE SUPPRESSION PLAN, WHERE APPLICABLE). CONTRACTOR SHALL IMMEDIATELY NOTIFY OWNER, ARCHITECT AND SITE ENGINEER OF ANY DISCREPANCIES.

11. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE AND ALL UNSUITABLE EXCAVATED MATERIAL AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH THE REQUIREMENTS OF ALL GOVERNMENTAL AUTHORITIES HAVING JURISDICTION OVER THIS PROJECT.

12. THE CONTRACTOR IS RESPONSIBLE FOR ALL SHORING REQUIRED DURING EXCAVATION (TO BE PERFORMED IN ACCORDANCE WITH CURRENT OSHA STANDARDS) AND ANY ADDITIONAL PRECAUTIONS TO BE TAKEN TO ASSURE THE STABILITY OF ADJACENT AND CONTIGUOUS STRUCTURES.

13. THE CONTRACTOR IS TO EXERCISE EXTREME CARE WHEN PERFORMING ANY WORK ACTIVITIES ADJACENT TO PAVEMENT, STRUCTURES, ETC. WHICH ARE TO REMAIN. CONTRACTOR SHALL BE RESPONSIBLE FOR TAKING THE APPROPRIATE MEASURES REQUIRED TO ENSURE THE STRUCTURAL STABILITY OF SIDEWALKS AND PAVEMENT, ETC. WHICH ARE TO REMAIN, AND TO PROVIDE A SAFE WORK AREA.

14. THE CONTRACTOR IS RESPONSIBLE FOR REPAIRING ANY DAMAGE DONE TO ANY NEW OR EXISTING CONSTRUCTION OR PROPERTY DURING THE COURSE OF CONSTRUCTION, INCLUDING BUT NOT LIMITED TO DRAINAGE, UTILITIES, PAVEMENT, STRIPING, CURB, ETC. THE CONTRACTOR SHALL BE RESPONSIBLE FOR AND SHALL REPLACE ALL SIGNAL INTERCONNECTION CABLE, WIRING CONDUITS, AND ANY UNDERGROUND ACCESSORY EQUIPMENT DAMAGED DURING CONSTRUCTION. THE REPAIR OF ANY SUCH NEW OR EXISTING CONSTRUCTION OR PROPERTY SHALL RESTORE SUCH CONSTRUCTION OR PROPERTY TO A CONDITION EQUIVALENT TO OR BETTER THAN THE EXISTING CONDITIONS, AND IN CONFORMANCE WITH APPLICABLE CODES. CONTRACTOR IS RESPONSIBLE TO DOCUMENT ALL EXISTING DAMAGE AND NOTIFY THE OWNER AND THE CONSTRUCTION MANAGER PRIOR TO THE START OF CONSTRUCTION.

15. ALL CONCRETE SHALL HAVE THE MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI AT 28 DAYS UNLESS OTHERWISE NOTED ON THE PLANS, DETAILS AND/OR GEOTECHNICAL REPORT.

16. THE ENGINEER IS NOT RESPONSIBLE FOR CONSTRUCTION METHODS / MEANS FOR COMPLETION OF THE WORK DEPICTED NEITHER ON THESE PLANS, NOR FOR ANY CONFLICTS/SCOPE REVISIONS WHICH RESULT FROM SAME. CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE METHODS/MEANS FOR COMPLETION OF THE WORK PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

17. THE ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE SAFETY NOR HAS THE ENGINEER OF RECORD BEEN RETAINED FOR SUCH PURPOSES.

18. ALL CONTRACTORS MUST CARRY THE SPECIFIED STATUTORY WORKER'S COMPENSATION INSURANCE, EMPLOYER'S LIABILITY INSURANCE AND LIMITS OF COMMERCIAL GENERAL LIABILITY INSURANCE (CGL). ALL CONTRACTORS MUST HAVE THEIR CGL POLICIES ENDORSED TO NAME THOMAS ENGINEERING, AND ITS SUB-CONSULTANTS AS ADDITIONAL NAMED INSURERS AND TO PROVIDE CONTRACTUAL LIABILITY COVERAGE SUFFICIENT TO INSURE THIS HOLD HARMLESS AND INDEMNITY OBLIGATIONS ASSUMED BY THEM IN THE CONTRACTORS. ALL CONTRACTORS MUST FURNISH THOMAS ENGINEERING WITH CERTIFICATIONS OF INSURANCE AS EVIDENCE OF THE REQUIRED INSURANCE PRIOR TO COMMENCING WORK AND UPON RENEWAL OF EACH POLICY DURING THE ENTIRE PERIOD OF CONSTRUCTION. IN ADDITION, ALL CONTRACTORS WILL, TO THE FULLEST EXTENT PERMITTED BY LAW, INDEMNIFY AND HOLD HARMLESS THOMAS ENGINEERING AND ITS SUB-CONSULTANTS FROM AND AGAINST ANY DAMAGES, LIABILITIES OR COSTS, INCLUDING REASONABLE ATTORNEYS' FEES AND DEFENSE COSTS, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE PROJECT, INCLUDING ALL CLAIMS BY EMPLOYEES OF THE CONTRACTORS.

19. THOMAS ENGINEERING WILL REVIEW AND APPROVE OR TAKE OTHER APPROPRIATE ACTION ON THE CONTRACTOR SUBMITTALS, SUCH AS SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND OTHER DATA, WHICH THE CONTRACTOR IS REQUIRED TO SUBMIT, BUT ONLY FOR THE LIMITED PURPOSE OF CHECKING FOR CONFORMANCE WITH THE DESIGN INTENT AND THE INFORMATION SHOWN IN THE CONSTRUCTION CONTRACT DOCUMENTS. CONSTRUCTION MEANS &DJOR METHODS, COORDINATION OF THE WORK WITH OTHER TRADES, AND CONSTRUCTION SAFETY PRECAUTIONS ARE THE SOLE RESPONSIBILITY OF THE CONTRACTOR. THOMAS ENGINEERING'S SHOP DRAWING REVIEW WILL BE CONDUCTED WITH REASONABLE PROMPTNESS WHILE ALLOWING SUFFICIENT TIME TO PERMIT ADEQUATE REVIEW. REVIEW OF A SPECIFIC ITEM SHALL NOT INDICATE THAT THOMAS ENGINEERING HAS REVIEWED THE ENTIRE ASSEMBLY OF WHICH THE ITEM IS A COMPONENT. THOMAS ENGINEERING WILL NOT BE RESPONSIBLE FOR ANY DEVIATIONS FROM THE CONSTRUCTION DOCUMENTS NOT BROUGHT TO ITS ATTENTION, IN WRITING, BY THE CONTRACTOR. THOMAS ENGINEERING WILL NOT BE REQUIRED TO REVIEW PARTIAL SUBMISSIONS OR THOSE FOR WHICH SUBMISSIONS OF CORRELATED ITEMS HAVE NOT BEEN RECEIVED.

20. NEITHER THE PROFESSIONAL ACTIVITIES OF THOMAS ENGINEERING, NOR THE PRESENCE OF THOMAS ENGINEERING OR ITS EMPLOYEES AND SUB-CONSULTANTS AT A CONSTRUCTION / PROJECT SITE, SHALL RELIEVE THE GENERAL CONTRACTOR OF ITS OBLIGATIONS, DUTIES AND RESPONSIBILITIES INCLUDING, BUT NOT LIMITED TO, CONSTRUCTION MEANS, METHODS, SEQUENCE, TECHNIQUES OR PROCEDURES NECESSARY FOR PERFORMING, SUPERINTENDING AND COORDINATING THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS AND ANY HEALTH OR SAFETY PRECAUTIONS REQUIRED BY ANY REGULATORY AGENCIES. THOMAS ENGINEERING AND ITS PERSONNEL HAVE NO AUTHORITY TO EXERCISE ANY CONTROL OVER ANY CONSTRUCTION CONTRACTOR OR ITS EMPLOYEES IN CONNECTION WITH THEIR WORK OR ANY HEALTH OR SAFETY PROGRAMS OR PROCEDURES. THE GENERAL CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR JOB SITE SAFETY. THOMAS ENGINEERING SHALL BE INDEMNIFIED BY THE GENERAL CONTRACTOR AND SHALL BE NAMED AN ADDITIONAL INSURED UNDER THE GENERAL CONTRACTOR'S POLICIES OF GENERAL LIABILITY INSURANCE.

21. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED HEREIN, WITHOUT FIRST OBTAINING THE PRIOR WRITTEN AUTHORIZATION OF THE ENGINEER FOR SUCH DEVIATIONS, CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE PAYMENT OF ALL COSTS INCURRED IN CORRECTING ANY WORK DONE WHICH DEVIATES FROM THE PLANS, ALL FINES AND/OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS RELATED TO SAME.

22. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND PROTECTION OF TRAFFIC PLAN FOR ALL WORK THAT AFFECTS PUBLIC TRAVEL EITHER IN THE R.O.W. OR ON SITE. THE COST FOR THIS ITEM SHOULD BE INCLUDED IN THE CONTRACTOR'S PRICE.

23. IF THE CONTRACTOR DEVIATES FROM THE PLANS AND SPECIFICATIONS, INCLUDING THE NOTES CONTAINED THEREON, WITHOUT FIRST OBTAINING PRIOR WRITTEN AUTHORIZATION FOR SUCH DEVIATIONS FROM THE OWNER AND ENGINEER, IT SHALL BE RESPONSIBLE FOR THE PAYMENT OF ALL COSTS TO CORRECT ANY WORK DONE, ALL FINES OR PENALTIES ASSESSED WITH RESPECT THERETO AND ALL COMPENSATORY OR PUNITIVE DAMAGES RESULTING THEREFROM. THE CONTRACTOR SHALL INDEMNIFY AND HOLD THE OWNER AND ENGINEER HARMLESS FROM ALL SUCH COSTS TO CORRECT ANY SUCH WORK AND FROM ALL SUCH FINES AND PENALTIES, COMPENSATION AND PUNITIVE DAMAGES AND COSTS OF ANY NATURE RESULTING THEREFROM.

24. CONTRACTOR SHALL CONFIRM ADA ACCESSIBILITY PRIOR TO INSTALLING FINISHING COURSES OF SIDEWALKS AND PARKING AREAS.

25. UPON THE RECEIPT OF THE "NOTICE TO PROCEED", THE CONTRACTOR SHALL CONTACT THE ENGINEER OF RECORD AND ARRANGE A RECONSTRUCTION CONFERENCE TO INCLUDE ALL INVOLVED GOVERNMENTAL AGENCIES, UTILITY OWNERS, THE OWNER AND THE ENGINEER OF RECORD.

26. ALL UTILITY EASEMENTS TO BE SECURED PRIOR TO CONSTRUCTION (IF REQUIRED) PRIOR TO CERTIFICATE OF OCCUPANCY. THESE EASEMENTS SHALL BE SKETCHED, DESCRIBED, AND RECORDED AT THE SOLE COST OF THE CONTRACTOR.

27. CONTRACTOR SHALL PROVIDE MINIMUM 48 HOUR NOTICE TO ENGINEER AND APPLICABLE AGENCIES FOR SCHEDULING INSPECTIONS.

28. PRIOR TO THEIR CONSTRUCTION OR INSTALLATION, SHOP DRAWINGS SHALL BE SUBMITTED TO AND APPROVED BY THE ENGINEER OF RECORD AND APPLICABLE MUNICIPALITY / JURISDICTION FOR THE FOLLOWING: CATCH BASINS, FIRE HYDRANTS, VALVES, AND ALL REQUIRED ACCESSORIES. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO OBTAIN ALL OTHER AGENCY APPROVALS IF REQUIRED.

29. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ARRANGE FOR OR SUPPLY TEMPORARY WATER SERVICE, SANITARY FACILITIES AND ELECTRICITY.

30. MAINTENANCE OF TRAFFIC IN THE PUBLIC RIGHTS-OF-WAY SHALL BE IN ACCORDANCE WITH M.U.T.C.D. AND APPROVED BY THE CITY / COUNTY AS APPLICABLE COUNTY WHERE APPLICABLE PRIOR TO IMPLEMENTATION.

31. ALL OPEN TRENCHES AND HOLES ADJACENT TO ROADWAYS OR WALKWAYS SHALL BE PROPERLY MARKED AND BARRICADED TO ASSURE THE SAFETY OF BOTH VEHICULAR AND PEDESTRIAN TRAFFIC.

32. NO TRENCHES OR HOLES NEAR WALKWAYS, IN ROADWAYS OR THEIR SHOULDERS ARE THE BE LEFT OPEN DURING NIGHTTIME HOURS WITHOUT EXPRESS PERMISSION FROM THE CITY / COUNTY AS APPLICABLE.

33. IT SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR FOR ANY NECESSARY CONSTRUCTION, PAVEMENT MARKING AND SIGNAGE OR ANY PEDESTRIAN SIGNALIZATION AND/OR SIGNAL MODIFICATION TO ACCOMMODATE AN ALTERNATE SAFE WALK ROUTE. ALL RESTORED TRAFFIC CONTROL DEVICES SHALL BE IN ACCORDANCE WITH THE GOVERNING AGENCY'S TRAFFIC ENGINEERING STANDARDS.

34. CONTRACTOR SHALL REMOVE ORGANICS AND/OR DELETERIOUS MATERIAL WHERE ENCOUNTERED AND REPLACE WITH SUITABLE FILL. ORGANICS MAY BE REUSED TO GRADE LANDSCAPE AREAS..

SANITARY SEWER NOTES:

A. GENERAL:
1. DISTANCE AND LENGTHS SHOWN ON PLANS REFERENCE THE CENTER OF STRUCTURES.
2. CONSTRUCTION MUST COMPLY WITH FORT PIERCE UTILITY AUTHORITY STANDARD DETAILS AND APPROVED MATERIALS LIST.

B. MATERIALS:
1. ALL PVC SEWER PIPE AND FITTINGS SHALL BE NON-PRESSURE POLYVINYL CHLORIDE (PVC) PIPE CONFORMING TO ASTM D 3034, SDR 26, WITH PUSH-ON RUBBER GASKET JOINTS. (24" SHALL BE SDR-25)
2. DUCTILE IRON PIPE (DIP) SHALL BE CEMENT OR POLY LINED INSIDE AND SHALL HAVE A COAL TAR EPOXY COATING. MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C151/A21.51-86 OR LATEST REVISION. MINIMUM WALL THICKNESS CLASS 52 (4"-12") & CLASS 51 (14"-20") (UNLESS OTHERWISE SPECIFIED).
3. ALL FITTINGS AND ACCESSORIES SHALL BE AS MANUFACTURED OR SUPPLIED BY THE PIPE MANUFACTURER OR APPROVED EQUAL.

C. INSTALLATION:
1. PIPE AND FITTINGS:
a. SEWER PIPE SHALL BE INSTALLED IN ACCORDANCE WITH ASTM D2321, AND THE UNI-BELL PLASTICS PIPE ASSOCIATION'S RECOMMENDED PRACTICE FOR THE INSTALLATION OF PVC SEWER PIPE.
b. D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-93 OR LATEST REVISION.
c. BEDDING AND INITIAL BACKFILL (12 INCHES) OVER SEWER MAINS AND SERVICES SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR 3/4 " WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS AT THE DISCRETION OF EOR / FPUA AS APPLICABLE. ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.
2. SERVICE:
a. MINIMUM SLOPE OF ALL SERVICE LINES SHALL BE AS INDICATED IN THE FLORIDA BUILDING CODE.
b. SERVICE LATERALS SHALL TERMINATE AT A DEPTH 30" BELOW FINISHED GRADE OR AS INDICATED ON PLUMBING PLAN.
c. EACH SERVICE CONNECTION SHALL BE PLUGGED WATER-TIGHT WITH AN APPROVED PLUG.
d. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"x4" TREATED STAKE PAINTED RED, EXTENDING 18"(MIN) ABOVE GRADE.
e. CONTRACTOR SHALL ROUGH IN RISER TO 1 FOOT ABOVE FINISHED GRADE AND PLUG. AT PROJECT COMPLETION, CUT BACK TO FINISHED GRADE.
f. CONNECTION OF SERVICES TO BUILDING'S PLUMBING SHALL BE COORDINATED WITH THE CITY'S BUILDING AND ZONING DEPARTMENT, PLUMBING SECTION.

D. TESTING:
1. AFTER CONSTRUCTION OF THE SEWER SYSTEM, THE ENGINEER MAY REQUIRE A VISUAL INFILTRATION AND/OR EXFILTRATION TEST TO BE PERFORMED ON THE ENTIRE SYSTEM OR ANY PART THEREOF.
2. AN AIR TEST MAY BE SUBSTITUTED FOR THE WATER EXFILTRATION TEST, UPON APPROVAL OF THE ENGINEER.
3. MANHOLE LEAKAGE TEST SHALL NOT EXCEED FOUR GALLONS PER DAY PER UNIT. NO VISIBLE LEAKAGE ALLOWED.
4. SEWER PIPE LEAKAGE ALLOWABLE SHALL NOT EXCEED 150 GALLONS PER INCH DIAMETER PER MILE IN A TWO HOUR TEST PERIOD FOR ANY SECTION TESTED. NO VISIBLE LEAKAGE SHALL BE ALLOWED AND ALL LINES SHALL BE T.V. INSPECTED.
5. SANITARY SEWER SHALL BE TELEVISED AND LAMPED AT DEVELOPER'S EXPENSE, PRIOR TO FINAL ACCEPTANCE. OWNER / CONTRACTOR IS RESPONSIBLE FOR CORRECTING ANY DEFICIENCIES PRIOR TO CERTIFICATION TO ANY AGENCY.
6. VISIBLE INFILTRATION LEAKAGE INTO MANHOLES AND SEWER PIPE SHALL NOT BE PERMITTED.

WATER DISTRIBUTION AND/OR SANITARY SEWER FORCE MAIN SYSTEM

A. GENERAL:
1. NO CONNECTIONS TO THE EXISTING LINES SHALL BE MADE UNTIL PRESSURE TESTS, FOR THE WATER AND SEWER FORCE MAINS, AND BACTERIOLOGICAL TESTS HAVE BEEN PERFORMED AND THE SYSTEM IS ACCEPTABLE TO THE FPUA AND FDEP.
2. BEDDING AND INITIAL BACKFILL FOR MAINS SHALL BE SAND WITH NO ROCKS LARGER THAN 1" IN DIAMETER
3. USE "DETECTO' TAPE ON ALL PVC MAINS (18" ABOVE), AND USE "NON-DETECTO" TAPE ON ALL D.I.P. MAINS (18" ABOVE).
4. A SIX (6) FOOT HORIZONTAL SEPARATION IS REQUIRED BETWEEN WATER MAINS AND OBSTRUCTIONS (I.E. CATCH BASINS, POWER POLES, INCLUDING TREES, & WATER MAINS, ETC.).
5. NO VALVES, METERS, FIRE HYDRANTS, CLEANOUTS, MANHOLES OR OTHER UTILITY APPURTENANCES ARE TO BE PLACED IN, OR ADJACENT TO, SIDEWALKS, CURBS, PARKING SPACES OR OTHER SUCH SITE FEATURES SO AS TO PRESENT A HAZARD OR RESTRICT THE MAINTENANCE OR OPERATION OF THE UTILITY INFRASTRUCTURE.
6. CONSTRUCTION MUST COMPLY WITH FPUA STANDARD DETAILS AND APPROVED MATERIALS LIST.

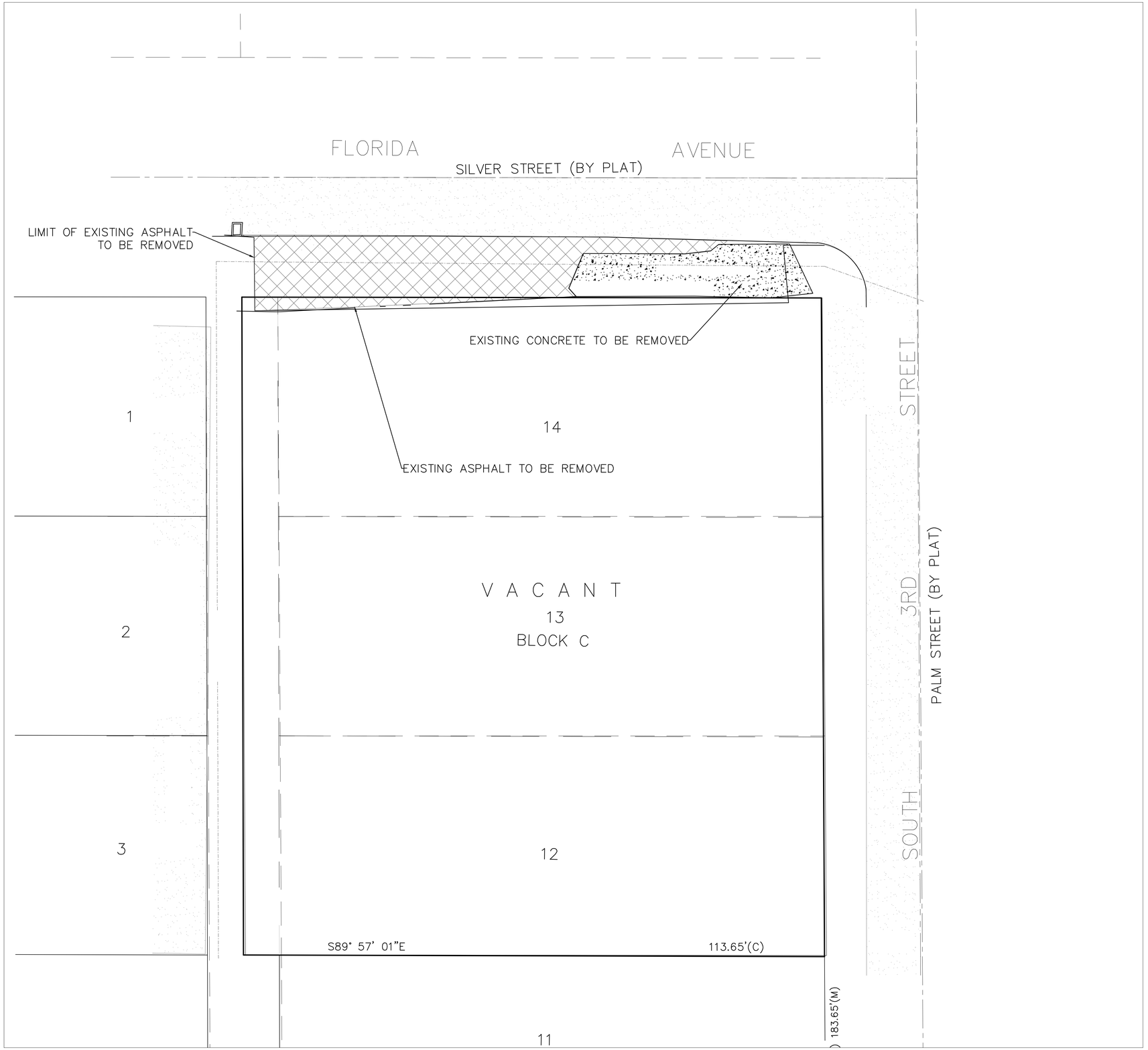
B. MATERIALS:
1. DUCTILE IRON PIPE (DIP) SHALL BE CLASS 52 UP TO 12" SIZE & CLASS 51 FOR 14" AND LARGER WITH INTERIOR CEMENT LINING AND BITUMINOUS COATED OUTSIDE. WATER MAIN & EPOXY LINED & COATED FORCE MAIN MANUFACTURED IN ACCORDANCE WITH ANSI/AWWA C151/A21.51-91 OR LATEST REVISION. THE PIPE SHALL HAVE PUSH-ON JOINTS AND MECHANICAL JOINTS. THE JOINTS SHALL BE BELL AND SPIGOT PUSH-ON TYPE UNLESS OTHERWISE NOTED ON THE PLANS.
2. ALL PVC MAINS SHALL BE SERIES 1120, CLASS 150 (DR 18) PRESSURE PIPE CONFORMING TO ANSI/AWWA C900-89 OR LATEST REVISION, AND SHALL HAVE PUSH-ON JOINTS, AND IRON PIPE O.D. (PVC ON-SITE ONLY)
3. FITTINGS FOR MAINS 4" AND LARGER SHALL BE DUCTILE IRON MECHANICAL JOINT CONFORMING TO ANSI/AWWA C110/A21.10-93 OR LATEST REVISION, COMPLETE WITH GLANDS, GASKETS, BOLTS AND NUTS. ALL FITTINGS SHALL BE CEMENT LINED AND SEAL COATED WITH THE SAME MATERIALS AS THE PIPE & USE MEGALUG SERIES 1100 RESTRAINED JOINT ADAPTERS.
4. VALVES SHALL BE GATE VALVES, IRON BODY, FULLY RESILIENT SEAT BRONZED MOUNTED NON-RISING STEM, RATED AT 200 PSI AND CONFORMING TO ANSI/AWWA C509-87 OR LATEST REVISION, AND SHALL HAVE MECHANICAL JOINTS.
a. GATE VALVES 4" AND LARGER SHALL BE MUELLER A-2360-20, RESILIENT SEATED GATE VALVES SHALL BE AMERICAN 500/2500 LINE OR CLOW F-6100, CONFORMING TO ANSI/AWWA C509-87.
b. TAPPING VALVES SHALL BE MUELLER H667 OR APPROVED EQUAL..
c. GATE VALVES 3" OR LESS SHALL BE NIBCO T-133 OR T-136 WITH MALLEABLE HAND WHEELS. NO SUBSTITUTIONS ALLOWED.
5. TAPPING SLEEVES SHALL BE MUELLER H615 OR APPROVED EQUAL PER FPUA.
6. VALVE BOXES SHALL BE TYLER/UNION 461-S OR APPROVED EQUAL PER FPUA.
7. RETAINER GLANDS SHALL CONFORM TO ANSI//AWWA C111/A21.11-90 OR LATEST REVISION. ALL GLANDS SHALL BE MANUFACTURED FROM DUCTILE IRON AS LISTED BY UNDERWRITERS LABORATORIES FOR 250 PSI MINIMUM WATER PRESSURE RATING. CLOW CORPORATION MODEL F-1058 OR STANDARD FIRE PROTECTION EQUIPMENT COMPANY OR APPROVED EQUAL.
8. DRESSER COUPLINGS SHALL BE REGULAR BLACK COUPLINGS WITH PLAIN GASKETS FOR GALVANIZED STEEL PIPE. THEY SHALL BE DRESSER STYLE 90. NO SUBSTITUTIONS ALLOWED.
9. FIRE HYDRANTS SHALL HAVE A 5 1/4 " MAIN VALVE OPENING PUMPER NOZZLE TO BE 18" FROM FINISH GRADE. ALL HYDRANTS TO BE INSTALLED WITH ANCHORING TEE AND CONTROL VALVE. FIRE HYDRANT SHALL COMPLY WITH ANSI/AWWA C502-85 (OR LATEST REVISION). HYDRANTS SHALL BE MUELLER CENTURION OR AMERICAN DARLING. BLUE REFLECTIVE PAVEMENT MARKER REQUIRED IN CENTER OF NEAREST DRIVING LANE FOR FIRE HYDRANTS.
10. PIPE COLOR CODING REQUIREMENT SHALL CONFORM TO 62-555.320(21) (b) (3), F.A.C.

C. SERVICE CONNECTION:
1. CORPORATION STOPS SHALL BE MANUFACTURED OF BRASS ALLOY IN ACCORDANCE WITH AWWA STANDARDS, AND AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.
2. CURB STOPS SHALL BE MUELLER OR APPROVED EQUAL.
3. METER STOPS SHALL BE 90° LOCK WING TYPE AND SHALL BE OF BRONZE CONSTRUCTION IN ACCORDANCE WITH ASTM B-62. METER STOPS SHALL BE CLOSED BOTTOM DESIGN AND RESILIENT "0" RING SEALED AGAINST BOTH WATER LEAKAGE AT THE TOP. STOPS SHALL BE EQUIPPED WITH A METER COUPLING NUT ON THE OUTLET SIDES, AS MANUFACTURED BY MUELLER OR APPROVED EQUAL.
4. SERVICE PIPING SHALL BE TYPE 'K' DRAWN COPPER.

D. INSTALLATION:
1. GENERAL:
CONNECTION OF ALL NEW SYSTEMS TO EXISTING MAINS SHALL BE DONE BY USING ONE OF THE FOLLOWING METHODS:
a. METHOD A PER FPUA AND FDEP STANDARDS, WHICH INVOLVES A REDUCED SIZE TEMPORARY CONNECTION BETWEEN THE EXISTING MAIN AND THE NEW ONE.
b. METHOD B PER FPUA AND FDEP STANDARDS, WHICH INVOLVES A DIRECT CONNECTION BETWEEN THE NEW AND EXISTING MAINS USING TWO GATE VALVES SEPARATED BY A SLEEVE WITH A VENT PIPE.
c. METHOD C IF APPROVED BY FPUA AND FDEP WHICH INVOLVES A TAP WITH ONE GATE VALVE REQUIRING DISINFECTION OF THE NEW SYSTEM PRIOR TO CONDUCTING THE PRESSURE TEST.
2.BEDDING:
BEDDING AND INITIAL BACKFILL (12 INCHES ABOVE PIPE) FOR All PIPE SHALL BE SAND WITH NO ROCK LARGER THAN 1" IN DIAMETER. PEA ROCK OR3/4 " WASHED ROCK WILL BE USED IN WATER OR WHERE UNSUITABLE BEDDING EXISTS AT THE DISCRETION OF THE EOR AND FPUA.
ALL OTHER FILL SHALL NOT HAVE ROCK LARGER THAN 6" IN DIAMETER.
3. PVC PIPE:
a. PVC PIPE SHALL BE INSTALLED IN ACCORDANCE WITH THE UNI-BELL PLASTIC PIPE ASSOCIATION'S GUIDE FOR INSTALLATION OF PVC PRESSURE PIPE FOR MUNICIPAL WATER DISTRIBUTION SYSTEMS.
b. PVC PIPE SHALL BE INSTALLED WITH A MINIMUM OF 36" COVER
c. DETECTOR TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL PVC MAINS APPROXIMATELY 18" ABOVE THE PIPE, COLOR SIDE UP.
4. DUCTILE PIPE:
a. D.I.P. SHALL BE INSTALLED IN ACCORDANCE WITH ANSI/AWWA C600-99 OR LATEST REVISION.
b. D.I.P. SHALL BE INSTALLED WITH A MINIMUM OF 30" COVER.
c. "NON-DETECTOR" TAPE SHALL BE INSTALLED THE FULL LENGTH OF ALL D.I.P. MAINS APPROXIMATELY 18" ABOVE THE MAIN COLOR SIDE UP
5. VALVES:
a. ALL VALVES SHALL BE INSTALLED WITH ADJUSTABLE CAST IRON VALVE BOXES WITH THE WORD "WATER" OR "SEWER" CAST IN THE COVER. A BRASS DISK INDICATING, SIZE, TYPE, KIND & OPERATOR INSTRUCTIONS SHALL BE INSTALLED ADJACENT TO VALVE BOX.
b. MAIN VALVES SHALL BE LOCATED ON AN EXTENSION OF THE RIGHT-OF-WAY LINE UNLESS DIMENSIONED OTHERWISE.
c. MAIN VALVES SHALL BE INSTALLED AWAY FROM PARKING AREAS. IF THIS IS UNAVOIDABLE, PROPER MEASURES SHALL BE TAKEN TO AVOID THE PARKING OF VEHICLES OVER THE VALVES. HYDRANT VALVES SHALL BE INSTALLED AS CLOSE TO THE MAIN AS POSSIBLE. VALVE LOCATION SHALL BE SPACED AREAS OR IN PARKING STALLS REQUIRE A REFLECTIVE PAVEMENT MARKER ON THE CENTER OF THE NEAREST LANE OF ROAD PAVEMENT. WHITE REFLECTORS ARE THE WATER MAIN VALVES, GREEN REFLECTORS FOR FORCE MAIN VALVES. d.THE DISTANCE FROM THE TOP OF THE VALVE ACTUATOR NUT TO FINAL GRADE SHALL BE A MINIMUM OF 12 INCHES AND A MAXIMUM OF 18 INCHES.
6.SERVICE:
a. COVER OVER SERVICE LINES SHALL BE 18" MINIMUM, 36" MAXIMUM BELOW FINISHED GRADE AND 36" UNDER PAVEMENT.
b. SERVICES UP TO 2" SHALL BE TYPE "K" COPPER OR POLYETHYLENE AS DETERMINED BY FPUA.
c. METER STOPS SHALL HAVE 8" TO 10" COVER AS REQUIRED FOR PROPER METER/BOX INSTALLATION.
d. WATER SERVICES UNDER PAVEMENT SHALL BE ENCASED IN A SCHEDULE 80 PVC SLEEVE FOR THE FULL LENGTH OF THE PAVEMENT AND FOR 2'E BEYOND THE EDGE. SLEEVE DIAMETER SHALL BE TWICE THE DIAMETER OF THE SERVICE PIPE.
e. THE END OF EACH SERVICE CONNECTION SHALL BE MARKED WITH A 2"x4" TREATED STAKE PAINTED BLUE EXTENDING 18" (MINIMUM) ABOVE GRADE UNLESS INDICATED OTHERWISE.

E. TESTING
1. BEFORE ANY PHYSICAL CONNECTIONS TO THE EXISTING WATER MAINS ARE MADE, THE COMPLETE WATER SYSTEM SHALL BE PRESSURE TESTED AND DISINFECTED HYDROSTATIC TESTING OF NEW MAINS SHALL BE PERFORMED AT A MINIMUM STARTING PRESSURE OF 150 PSI FOR TWO HOURS IN ACCORDANCE WITH ANSI/AWWA C600-05 OR LATEST REVISION. THE PRESSURE TEST SHALL NOT VARY MORE THAN ±5 P.S.I. DURING THE TEST.
2. THE PRESSURE TEST SHALL BE WITNESSED BY A REPRESENTATIVE OF FPUA AND THE ENGINEER OF RECORD.
3. BEFORE ACCEPTANCE FOR OPERATION, THE WATER SYSTEM SHALL BE DISINFECTED IN ACCORDANCE WITH THE ANSI/AWWA C651-05. 150 PSI MINIMUM STARTING TEST PRESSURE, WITH BACTERIOLOGICAL SAMPLES APPROVED BY FPUA AND FDEP
4. SAMPLING POINTS SHALL BE PROVIDED AT THE LOCATIONS SHOWN ON THE PLANS IF NOT SPECIFIED. SAMPLING POINTS SHALL BE PROVIDED AT INTERVALS OF 1000' MAXIMUM FOR LINES GREATER THAN 1500' IN LENGTH.PROVIDE A MINIMUM OF TWO SAMPLING POINTS FOR ALL OTHER TEST SEGMENTS. SAMPLE POINTS MUST BE APPROVED BY FPUA AND FDEP.
5. THE ALLOWABLE LEAKAGE SHALL BE LESS THAN THE NUMBER OF GALLONS PER HOUR AS DETERMINED BY THE FORMULA:

$$L = \frac{S\,D\,P^{0.5}



HATCH LEGEND

EXIST. PAVEMENT RESURFACED OR SEAL COATED

N
W E
S

10 5 2.5 0 10
1"= 10'

DEMOLITION NOTES:

1. THIS PLAN REFERENCES DOCUMENTS AND INFORMATION BY:
   MANUCY LAND SURVEYORS, INC.
   12660 157TH STREET NORTH,
   JUPITER, FL. 33478
2. THOMAS ENGINEERING GROUP, LLC IS NOT RESPONSIBLE FOR JOB SITE SAFETY OR SUPERVISION.
3. ALL DEMOLITION ACTIVITIES ARE TO BE PERFORMED IN ACCORDANCE WITH THESE PLANS AND SPECIFICATIONS AS WELL AS ALL FEDERAL, STATE AND LOCAL REGULATIONS. ANY DISCREPANCIES OR DEVIATIONS SHALL BE IDENTIFIED BY THE CONTRACTOR TO THOMAS ENGINEERING GROUP, LLC IN WRITING FOR RESOLUTION PRIOR TO INITIATION OF SITE ACTIVITY.
4. PRIOR TO STARTING ANY DEMOLITION CONTRACTOR IS RESPONSIBLE FOR/TO:
   A. THE CONTRACTOR SHALL OBTAIN A SUNSHINE STATE ONE CALL LOCATION CERTIFICATION PRIOR TO ANY EXCAVATION OR DEMOLITION. THE NUMBER IS 1-800-432-4770.
   B. ENSURING COPIES OF ALL PERMITS AND APPROVALS MUST BE MAINTAINED ON SITE AND AVAILABLE FOR REVIEW.
   C. INSTALLING THE REQUIRED SOIL EROSION AND SEDIMENT CONTROL MEASURES PRIOR TO SITE DISTURBANCE.
   D. LOCATE/CAP ALL UTILITIES AND SERVICES, INCLUDING BUT NOT LIMITED TO GAS, WATER, ELECTRIC, SANITARY AND STORM SEWER, TELEPHONE, CABLE, FIBER OPTIC CABLE, ETC. WITHIN THE LIMITS OF DISTURBANCE.
   E. PROTECTING AND MAINTAINING IN OPERATION, ALL ACTIVE SYSTEM THAT ARE NOT BEING REMOVED DURING ALL DEMOLITION ACTIVITIES.
   F. FAMILIARIZING THEMSELVES WITH THE APPLICABLE UTILITY SERVICE PROVIDER AND IS RESPONSIBLE FOR ALL COORDINATION REGARDING UTILITY DEMOLITION REQUIRED FOR THE PROJECT. THE CONTRACTOR SHALL PROVIDE THE OWNER WRITTEN NOTIFICATION THAT THE EXISTING UTILITIES AND SERVICES HAVE BEEN TERMINATED AND ABANDONED IN ACCORDANCE WITH JURISDICTION AND UTILITY COMPANY REQUIREMENTS.
   G. COORDINATION WITH UTILITY COMPANIES REGARDING WORKING "OFF-PEAK" HOURS OR ON WEEKENDS AS MAY BE REQUIRED TO MINIMIZE THE IMPACT ON THE AFFECTED PARTIES.
   H. A COMPLETE INSPECTION OF CONTAMINANTS BY A LICENSED ENVIRONMENTAL TESTING AGENCY, OF ALL BUILDINGS AND/OR STRUCTURES TO BE REMOVED. SAME SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL ENVIRONMENTAL REGULATIONS. ANY/ALL CONTAMINANTS SHALL BE REMOVED AND DISPOSED OF BY A FEDERALLY LICENSED CONTRACTOR IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS. ALL ENVIRONMENTAL WORK INCLUDING HAZARDOUS MATERIAL, SOILS, ASBESTOS, OR OTHER REFERENCED OR IMPLIED HEREIN IS THE SOLE RESPONSIBILITY OF THE OWNER'S ENVIRONMENTAL CONSULTANT. THE FIRM OR ENGINEER OF RECORD IS NOT RESPONSIBLE FOR JOB SITE.
5. SAFETY OR SUPERVISION. CONTRACTOR IS TO PROCEED WITH THE DEMOLITION IN A SYSTEMATIC AND SAFE MANNER, FOLLOWING ALL THE OSHA REQUIREMENTS, TO ENSURE PUBLIC AND CONTRACTOR SAFETY. THE CONTRACTOR SHALL PROVIDE ALL THE "MEANS AND METHODS" NECESSARY.
6. TO PREVENT MOVEMENT, SETTLEMENT, OR COLLAPSE OF EXISTING STRUCTURES, AND ANY OTHER IMPROVEMENTS THAT ARE REMAINING ON OR OFF SITE. THE DEMOLITION CONTRACTOR IS RESPONSIBLE FOR ALL REPAIRS OF DAMAGE TO ALL ITEMS THAT ARE TO REMAIN AS A RESULT OF HIS ACTIVITIES. ALL REPAIRS SHALL USE NEW MATERIAL. THE REPAIRS SHALL RESTORE THE ITEM TO THE PRE-DEMOLITION CONDITION.
7. IN THE ABSENCE OF SPECIFICATIONS, THE CONTRACTOR SHALL PERFORM EARTH MOVEMENT ACTIVITIES, DEMOLITION AND REMOVAL OF ALL FOUNDATION WALLS, FOOTINGS, AND OTHER MATERIALS WITHIN THE LIMITS OF DISTURBANCE IN ACCORDANCE WITH DIRECTION BY OWNER'S STRUCTURAL OR GEOTECHNICAL ENGINEER.
8. EXPLOSIVES SHALL NOT BE USED WITHOUT PRIOR WRITTEN CONSENT OF BOTH THE OWNER AND APPLICABLE GOVERNMENTAL AUTHORITIES. ALL THE REQUIRED PERMITS AND EXPLOSIVE CONTROL MEASURES THAT ARE REQUIRED BY THE FEDERAL, STATE, AND LOCAL GOVERNMENTS SHALL BE IN PLACE PRIOR TO STARTING AN EXPLOSIVE PROGRAM. THE CONTRACTOR IS ALSO RESPONSIBLE FOR ALL INSPECTION AND SEISMIC VIBRATION TESTING THAT IS REQUIRED TO MONITOR THE EFFECTS ON ALL LOCAL STRUCTURES.
9. CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL AND GENERALLY ACCEPTED SAFE PRACTICES IN CONFORMANCE WITH: THE "MANUAL ON UNIFORM TRAFFIC CONTROL," AS WELL AS FEDERAL, STATE, AND LOCAL REGULATIONS WHEN DEMOLITION RELATED ACTIVITIES IMPACT ROADWAYS OR ROADWAY RIGHTS - OF - WAY.
10. CONDUCT DEMOLITION ACTIVITIES IN SUCH A MANNER TO ENSURE MINIMUM INTERFERENCE WITH ROADS, STREETS, SIDEWALKS, WALKWAYS, AND OTHER ADJACENT FACILITIES. STREET CLOSURE PERMITS MUST BE RECEIVED FROM THE APPROPRIATE GOVERNMENTAL AUTHORITY.
11. DEMOLITION ACTIVITIES AND EQUIPMENT SHALL NOT USE AREAS OUTSIDE THE DEFINED PROPERTY LINE WITHOUT WRITTEN PERMISSION OF THE OWNER, AND/OR APPROPRIATE GOVERNMENT AGENCY.
12. USE DUST CONTROL MEASURES TO LIMIT AIRBORNE DUST AND DIRT RISING AND SCATTERING IN THE AIR IN ACCORDANCE WITH FEDERAL, STATE, AND/OR LOCAL STANDARDS. AFTER THE DEMOLITION IS COMPLETE, ADJACENT STRUCTURES AND IMPROVEMENTS SHALL BE CLEANED OF ALL DUST AND DEBRIS CAUSED BY THE DEMOLITION OPERATIONS. THE CONTRACTOR IS RESPONSIBLE FOR RETURNING ALL ADJACENT AREAS TO THEIR "PRE-DEMOLITION" CONDITION.
13. CONTRACTOR IS RESPONSIBLE TO SAFEGUARD SITE AS NECESSARY TO PERFORM THE DEMOLITION IN SUCH A MANNER AS TO PREVENT THE ENTRY OF UNAUTHORIZED PERSONS AT ANY TIME.
14. THIS DEMOLITION PLAN IS INTENDED TO IDENTIFY THOSE EXISTING ITEMS/CONDITIONS WHICH ARE TO BE REMOVED. IT IS NOT INTENDED TO PROVIDE DIRECTION OTHER THAN THAT ALL METHODS AND MEANS ARE TO BE IN ACCORDANCE WITH STATE, FEDERAL, LOCAL, AND JURISDICTIONAL REQUIREMENTS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL OSHA AND OTHER SAFETY PRECAUTIONS NECESSARY TO PROVIDE A SAFE WORK SITE.
15. DEBRIS SHALL NOT BE BURIED ON THE SUBJECT SITE. ALL DEMOLITION WASTES AND DEBRIS (SOLID WASTE) SHALL BE DISPOSED OF IN ACCORDANCE WITH ALL CITY, COUNTY, STATE, AND FEDERAL LAWS AND APPLICABLE CODES.

JASON MATHEW GUNTHER LICENSE No. 58629 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016- DEMOLITION PLAN

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

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840 SE Osceola St.
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JASON M. GUNTHER No. 58629 PROFESSIONAL ENGINEER STATE OF FLORIDA
Jason M. Gunther
Florida License No. 58629
February 21, 2024
Thomas Engineering Group, LLC
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

DEMOLITION PLAN

SHEET NUMBER:

C-03

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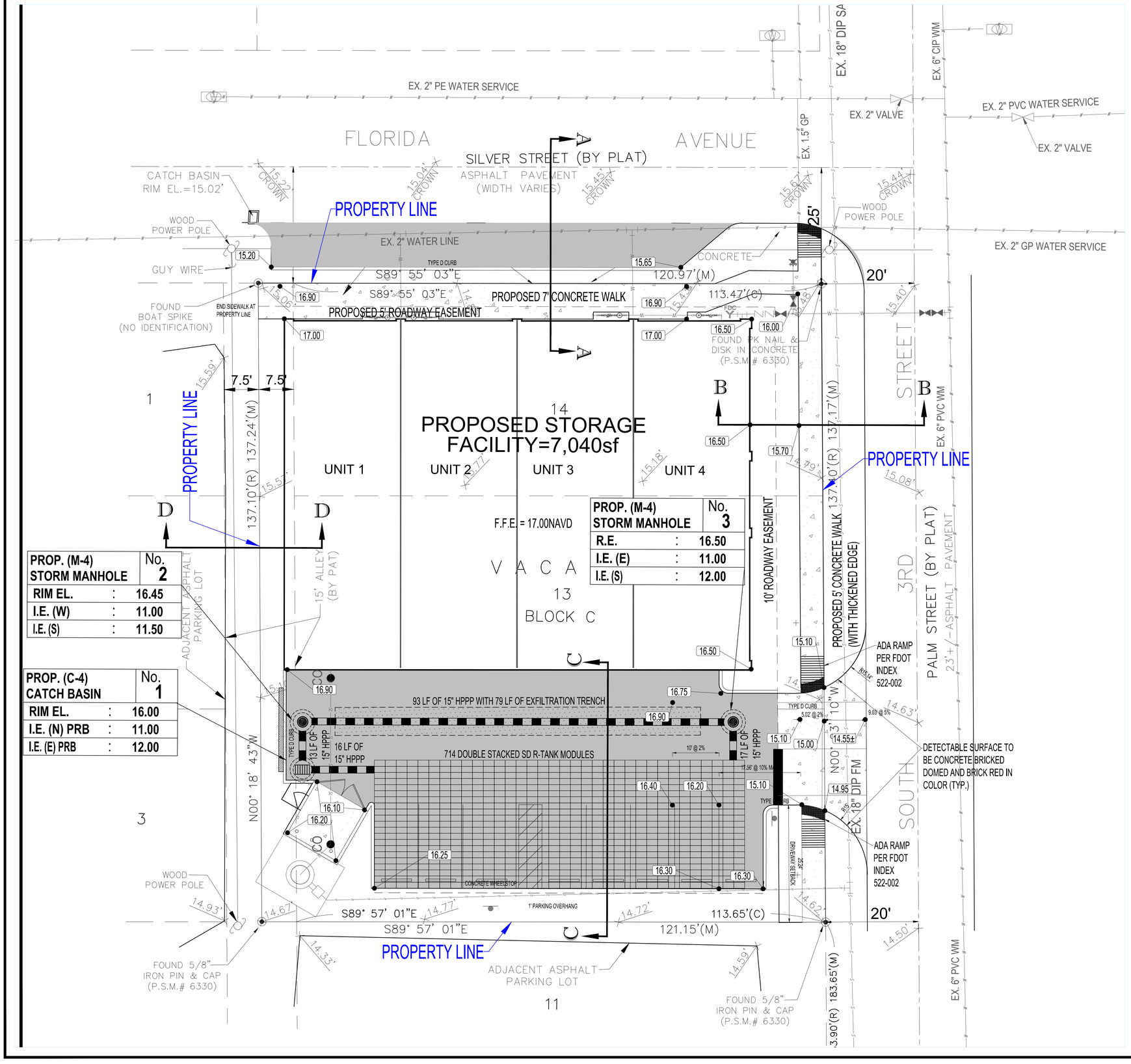

PAVING, GRADING & DRAINAGE LEGEND

EXISTING	(TYP.)ICAL NOTE TEXT	PROPOSED
W	UNDERGROUND WATER LINE	W
	STORM SEWER	
	SANITARY SEWER MAIN	S
	SANITARY SEWER LATERAL	SL
	CATCH BASIN	
	MANHOLE	
X.XX	GRADE SPOT SHOT	X.XX
	FIRE HYDRANT	
	DECORATIVE LIGHTING	
	RIGHT OF WAY	
	PROPERTY LINE	
	UTILITY EASEMENT	

CONSTRUCTION NOTES:

1. CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.
2. CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.
3. CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.
4. CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.
5. CONTRACTOR TO SOD ALL DISTURBED AREAS, SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.
6. ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.
7. THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.
8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.
9. NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.
10. PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.
11. THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.
12. THE EXISTING UNDERGROUND UTILITIES SHOWN ARE PER ABOVE GROUND SURVEY DATA AND UTILITY AS-BUILT DATA. THIS INFORMATION DOES NOT WARRANT EXACT SIZE AND LOCATION OF THE UTILITIES. ALSO, THERE MAY BE ADDITIONAL UTILITIES WITHIN THE LIMITS OF CONSTRUCTION THAT MAY BE AFFECTED. CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING AND PROTECTING EXISTING UTILITIES DURING THE COURSE OF CONSTRUCTION.
13. 2.0% MAXIMUM SLOPE ON ADA ACCESS WAYS.
14. ALL SIDEWALKS SHOULD HAVE A MAXIMUM CROSS SLOPE OF 2.0%.
15. EXISTING COVER MUST BE MAINTAINED ON ALL WATER AND SANITARY LINES.
16. EXISTING SEWER MUST REMAIN FREE FROM CONSTRUCTION DEBRIS AND FLOW MUST BE MAINTAINED.
17. ANY WORK CONDUCTED IN FDOT ROW TO BE DESIGNED AND CONSTRUCTED USING THE LATEST YEAR STANDARDS AND SPECIFICATIONS.

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

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JASON M. GUNTHER
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PROFESSIONAL ENGINEER
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Digitally signed by Jason M. Gunther
Date: 2024.02.21 15:41:41 -05'00'
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

PAVING, GRADING AND DRAINAGE PLAN

SHEET NUMBER:

C-04

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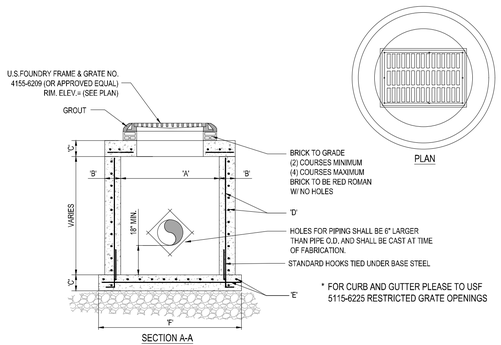
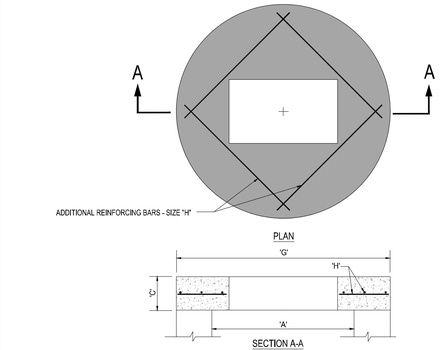


* FOR CURB AND GUTTER PLEASE TO USF 5115-6225 RESTRICTED GRATE OPENINGS

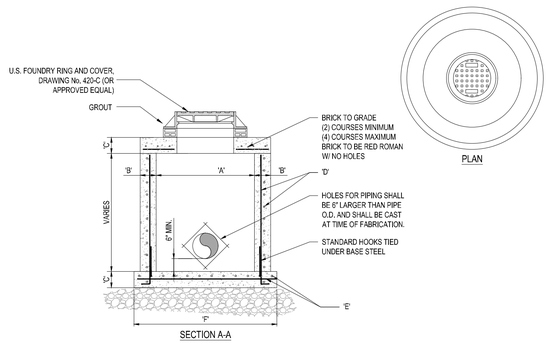
TYPE	"A"	"B"	"C"	"D"	"E"	"F"
C-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
C-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
C-6	6'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
C-7	7'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
C-8	8'-0" Ø	10"	10"	2- W.W.M. w/ # 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

1 PRECAST CIRCULAR CATCH BASIN
SCALE: NONE



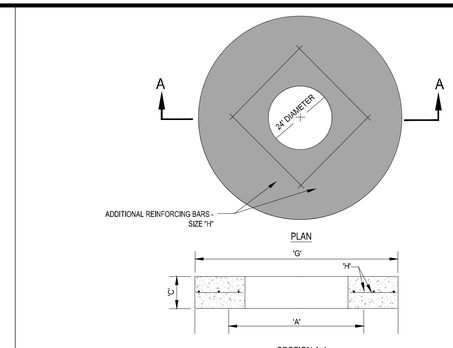
TYPE	"A"	"C"	"G"	"H"
C-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
C-5	5'-0" Ø	8"	6'-4" Ø	# 5 @ 6" C.C.E.W.
C-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
C-7	7'-0" Ø	8"	8'-4" Ø	# 5 @ 6" C.C.E.W.
C-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

2 PRECAST CONCRETE-TOP SLAB
SCALE: NONE



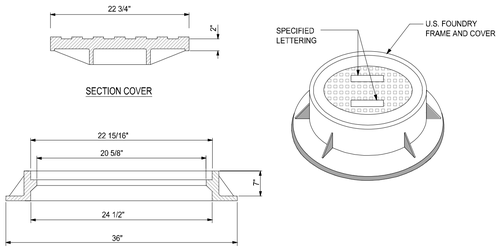
TYPE	"A"	"B"	"C"	"D"	"E"	"F"
M-4	4'-0" Ø	8"	8"	# 4 @ 12" C.C.E.W.	# 4 @ 12" C.C.E.W.	6'-4" Ø
M-5	5'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 12" C.C.E.W.	7'-4" Ø
M-6	6'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	8'-4" Ø
M-7	7'-0" Ø	8"	8"	# 5 @ 12" C.C.E.W.	# 5 @ 6" C.C.E.W.	9'-4" Ø
M-8	8'-0" Ø	10"	10"	2- W.W.M. w/ 4 @ 12" C.C. VERT	# 5 @ 6" C.C.E.W.	10'-8" Ø

3 PRECAST CIRCULAR DRAINAGE MANHOLE
SCALE: NONE



TYPE	"A"	"C"	"G"	"H"
M-4	4'-0" Ø	8"	5'-4" Ø	# 4 @ 6" C.C.E.W.
M-5	5'-0" Ø	8"	6'-4" Ø	# 5 @ 6" C.C.E.W.
M-6	6'-0" Ø	8"	7'-4" Ø	# 5 @ 6" C.C.E.W.
M-7	7'-0" Ø	8"	8'-4" Ø	# 5 @ 6" C.C.E.W.
M-8	8'-0" Ø	10"	9'-8" Ø	# 5 @ 6" C.C.E.W.

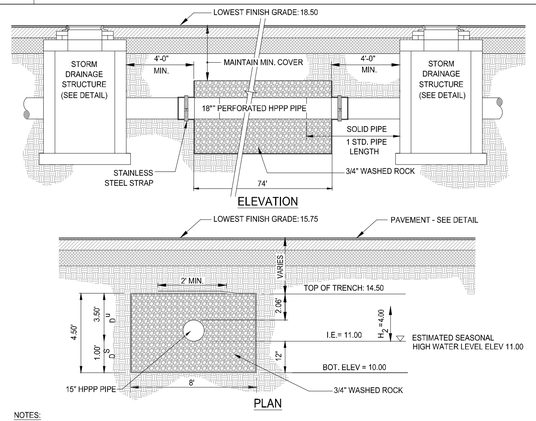
4 PRECAST CONCRETE-TOP SLAB FOR DRAINAGE MANHOLES
SCALE: NONE



NOTE:

1. RING AND COVER TO BE TYPE U.S.F. No. 420-C

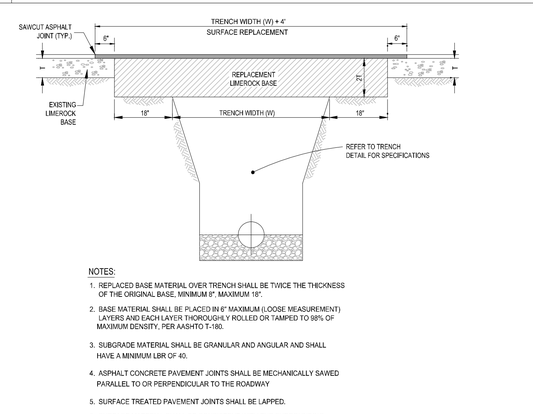
5 MANHOLE FRAME DETAIL
SCALE: NONE



NOTES:

1. PIPES SHALL CONNECT TO ADDITIONAL CATCH BASINS AS REQUIRED.
2. BALLAST ROCK SHALL CONSIST OF 3/4" WASHED ROCK AND BE FROM FRESH WATER WASHED FREE OF DELETERIOUS MATTER.
3. TRENCH TO BE LINED WITH AMOCO PROPEX 4545 OR APPROVED EQUIVALENT TYPE FILTER FABRIC. OVERLAP TRENCH LINING MATERIAL A MINIMUM OF 2' AT TOP OF TRENCH, CLOSE ENDS AND STRAP AROUND PIPE.
4. IN AREAS OVER TRENCH WHERE THE FULL ROADWAY SECTION CANNOT BE CONSTRUCTED, THE AREA ABOVE THE TRENCH SHALL CONSIST ENTIRELY OF LIMEROCK BASE (LBR100).

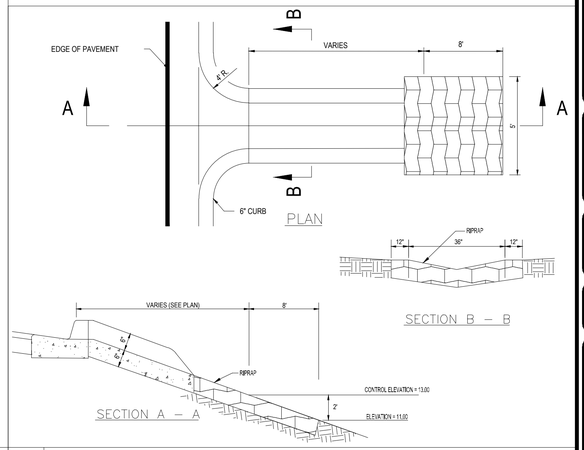
6 EXFILTRATION TRENCH
SCALE: NONE



NOTES:

1. REPLACED BASE MATERIAL OVER TRENCH SHALL BE TWICE THE THICKNESS OF THE ORIGINAL BASE, MINIMUM 8", MAXIMUM 18".
2. BASE MATERIAL SHALL BE PLACED IN 6" MAXIMUM (LOOSE MEASUREMENT) LAYERS AND EACH LAYER THOROUGHLY ROLLED OR TAMPED TO 98% OF MAXIMUM DENSITY, PER AASHTO T-180.
3. SUBGRADE MATERIAL SHALL BE GRANULAR AND ANGULAR AND SHALL HAVE A MINIMUM LBR OF 40.
4. ASPHALT CONCRETE PAVEMENT JOINTS SHALL BE MECHANICALLY SAWED PARALLEL TO OR PERPENDICULAR TO THE ROADWAY
5. SURFACE TREATED PAVEMENT JOINTS SHALL BE LAPPED.
6. SURFACE MATERIAL SHALL BE CONSISTENT WITH THE SURROUNDING SURFACE (MINIMUM 1" THICKNESS)
7. BASE MATERIAL SHALL HAVE A MINIMUM LBR OF 100 AND A MINIMUM CARBONATE CONTENT OF 70% (60% FOR LOCAL STREETS)
8. IF THE TRENCH IS FILLED TEMPORARILY, IT SHALL BE COVERED WITH A 2" ASPHALTIC CONCRETE PATCH TO KEEP THE FILL MATERIAL FROM RAVELING UNTIL REPLACED WITH A PERMANENT PATCH.

8 PAVEMENT RESTORATION DETAIL
SCALE: NONE



9 FLUME DETAIL
SCALE: NONE

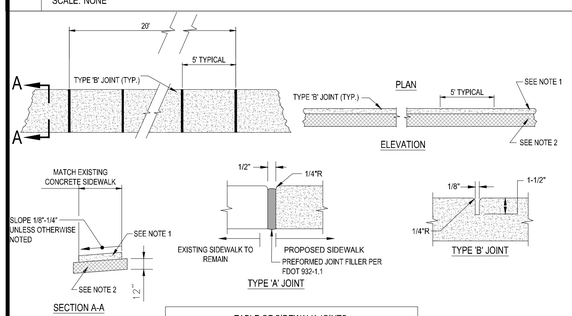
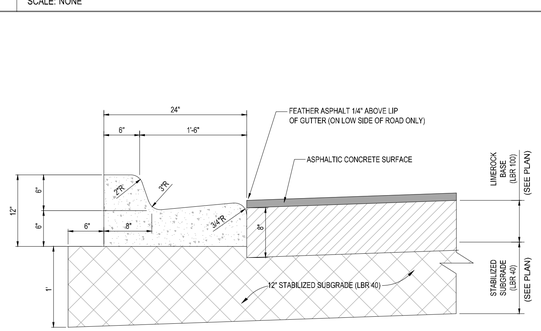


TABLE OF SIDEWALK JOINTS	
TYPE	LOCATION
'A'	AT CONNECTION BETWEEN NEW AND EXISTING SIDEWALK
'B'	5 FEET CENTER TO CENTER ON SIDEWALKS.

NOTES:

1. SIDEWALK SHALL BE 4" THICK EXCEPT IN DRIVEWAYS WHERE THE THICKNESS SHALL BE 6".
2. SUBGRADE BELOW SIDEWALK SHALL BE COMPACTED TO 98% OF MAX. DENSITY PER A.A.S.H.T.O. T-180. (12" THICKNESS)
3. CONCRETE STRENGTH SHALL BE MIN. 3000 PSI @ 28 DAYS, UNLESS OTHERWISE NOTED.
4. SIDEWALK REMOVAL & REPLACEMENTS TO CONSIST OF FULL FLAGS.
5. PROVIDE EXPANSION JOINT (TYPE 'A') AT CONNECTIONS BETWEEN NEW AND EXISTING SIDEWALK.

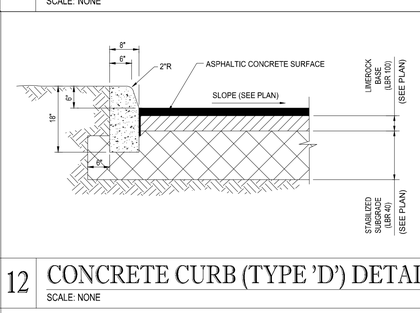
10 SIDEWALK DETAILS
SCALE: NONE



NOTE :

1. WHEN USED ON HIGH SIDE OF ROADWAYS THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6" INSTEAD OF 7 1/2".
2. REFER TO FDOT INDEX 300 FOR NOTES AND DETAILS
3. LIMEROCK BASE SHALL BE COMPACTED TO A 98% MAX. DENSITY PER A.A.S.H.T.O. (T-180)

11 TYPE 'F' CURB & GUTTER DETAIL
SCALE: NONE



12 CONCRETE CURB (TYPE 'D') DETAIL
SCALE: NONE

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

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DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016-PGD DETAILS

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February 21, 2024
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FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

PAVING GRADING & DRAINAGE DETAILS

SHEET NUMBER:

C-05

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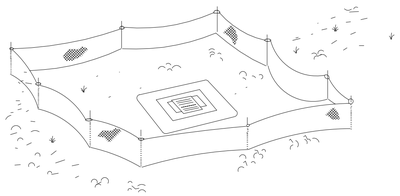
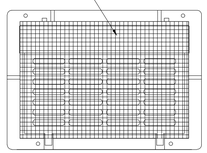
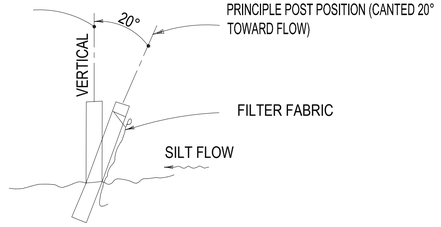


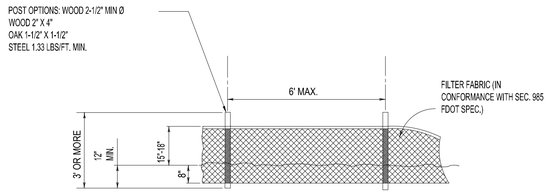
SILT FENCE PROTECTION AROUND DITCH BOTTOM INLETS.



CATCH BASIN FABRIC



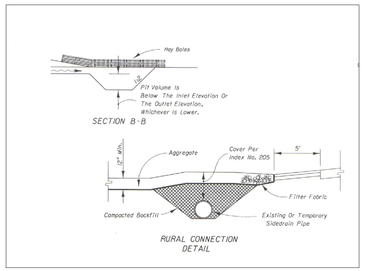
SECTION

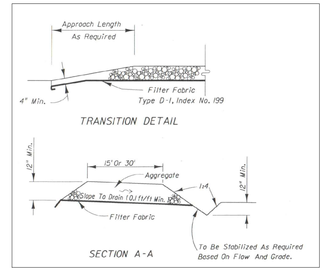


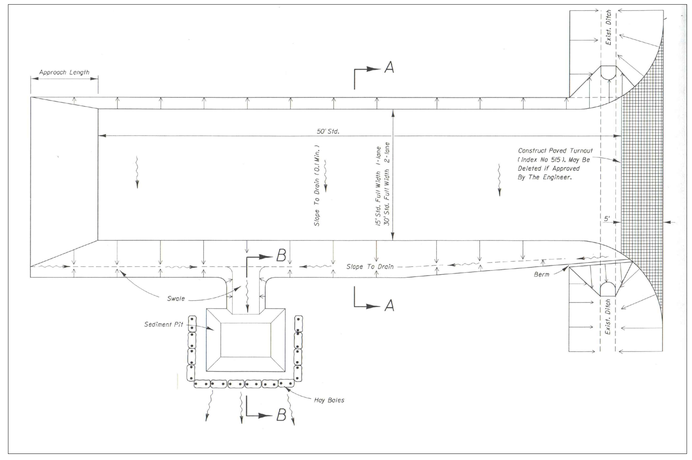
ELEVATION

NOTE:
SILT FENCE TO BE PAID FOR UNDER THE CONTRACT UNIT PRICE FOR STAKED SILT FENCE (LF).

SILT FENCE DETAIL







SOIL TRACKING PREVENTION TYPE A

NOTES:

SEC. 17-76. - INSPECTION.

A. THE CITY OF FORT PIERCE ENGINEERING DEPARTMENT SHALL MAKE INSPECTIONS AS HEREINAFTER REQUIRED AND NOTIFY THE DIRECTOR OF BUILDING AND CODE ENFORCEMENT UPON INSPECTION APPROVAL OR IF THE WORK FAILS TO COMPLY WITH THE EROSION AND SEDIMENT CONTROL PLAN AS APPROVED TO REQUEST A STOP WORK ORDER. PLANS FOR GRADING, STRIPPING, EXCAVATING, AND FILING WORK BEARING THE STAMP OF APPROVAL OF THE CITY ENGINEER SHALL BE MAINTAINED AT THE SITE DURING THE DURATION OF THE WORK. TO OBTAIN INSPECTIONS, THE PERMITTEE SHALL NOTIFY. THE CITY OF FORT PIERCE ENGINEERING DEPARTMENT AT LEAST TWO (2) WORKING DAYS BEFORE THE FOLLOWING:

(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 SEASON;

(7) COMPLETION OF FINAL LANDSCAPING.

B. THE PERMITEE SHALL BE RESPONSIBLE FOR THE FUNCTIONALITY OF ALL CONTROL MEASURES IN ACCORDANCE WITH THE INSPECTION SCHEDULE OUTLINED ON THE APPROVED EROSION AND SEDIMENT CONTROL PLAN(S). THE PURPOSE OF SUCH INSPECTIONS WILL BE TO DETERMINE THE OVERALL EFFECTIVENESS OF THE CONTROL PLAN AND THE POSSIBLE NEED FOR ADDITIONAL CONTROL MEASURES.

C. THE CITY ENGINEER OF HIS DESIGNEE SHALL ENTER THE PROPERTY OF THE APPLICANT AS DEEMED NECESSARY TO MAKE REGULAR INSPECTIONS TO ENSURE THE EFFECTIVENESS OF THE CONTROL PLAN AND THE POSSIBLE NEED FOR ADDITIONAL CONTROL MEASURES.

(ORD. NO. K-421, § 1, 6-5-06)

JASON MATHEW GUNTHER LICENSE No. 58629 STATE OF FLORIDA PROFESSIONAL ENGINEER

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

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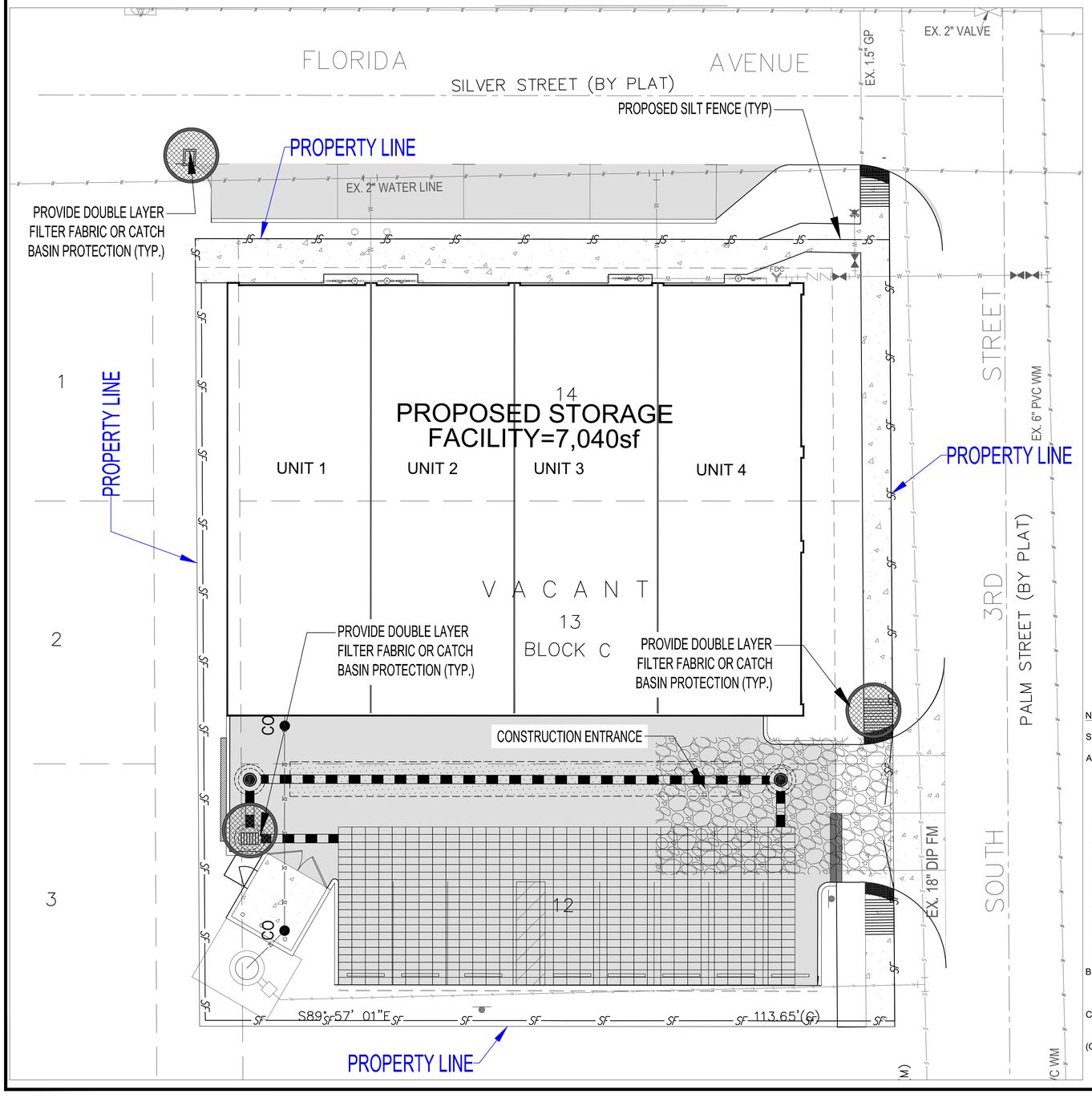

THOMAS ENGINEERING GROUP
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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016- EROSION CONTROL

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
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JASON M. GUNTHER No. 58629 PROFESSIONAL ENGINEER
STATE OF FLORIDA
Feb 21, 2024
Florida License No. 58629
FLORIDA CERTIFICATE OF AUTHORIZATION No. 27528

SHEET TITLE:

EROSION CONTROL PLAN

SHEET NUMBER:

C-06

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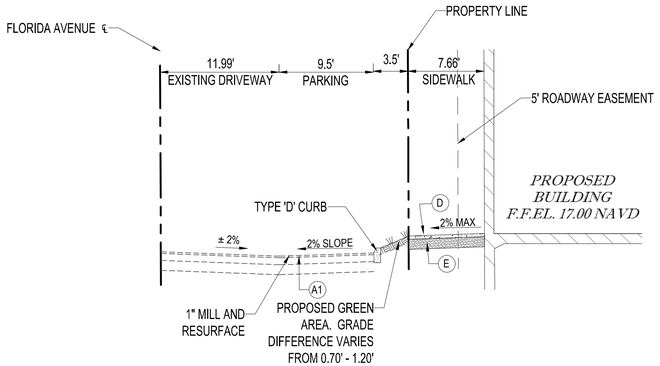
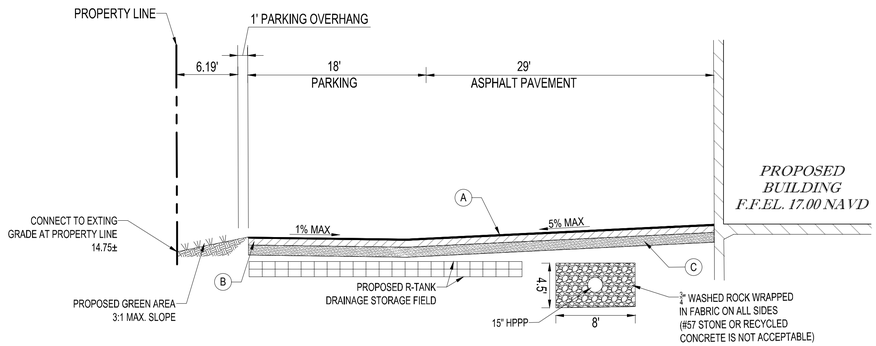


SECTION A-A
NOT TO SCALE



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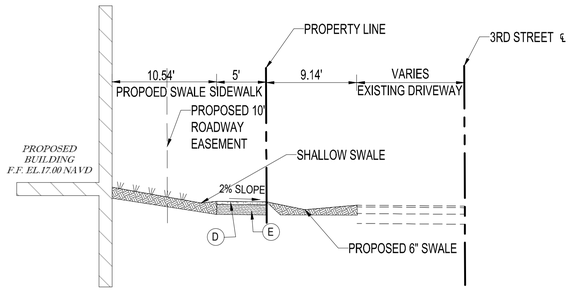
NOT TO SCALE



SECTION B-B
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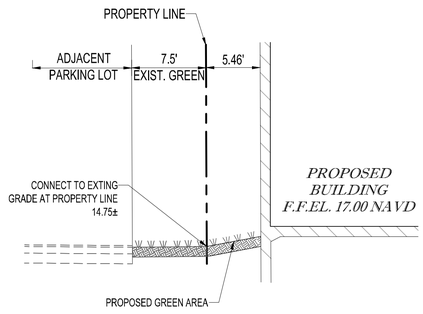

SECTION D-D
NOT TO SCALE

PAVEMENT LEGEND

(A) WEARING SURFACE
INSTALLATION OF THE 2" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE SP-9.5 ASPHALTIC CONCRETE .

(A1) WEARING SURFACE (MILL & RESURFACE)
INSTALLATION OF THE 1" ASPHALTIC CONCRETE SURFACE COURSE SHALL CONFORM WITH THE REQUIREMENTS OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR TYPE SP-9.5 ASPHALTIC CONCRETE .

(B) 8" LIME ROCK BASE
LIME ROCK BASE COURSE MATERIAL FOR PAVED AREAS SHALL BE A MINIMUM 8" THICKNESS AND COMPACTED TO 98% MAXIMUM DRY DENSITY PER AASHTO T-180 (LBR 100). OTHER SUBSTITUTES SHALL BE PER FDOT SPECIFICATIONS AND PROVIDE EQUIVALENT STRUCTURAL NUMBER AS ABOVE (MIN LBR 100) WITH ENGINEER'S APPROVAL. LIMEROCK SHALL EXTEND 12" BEYOND ASPHALT LIMITS.

(C) SUB-BASE: 12" STABILIZED SUB-BASE COMPACTED TO 98% OF MAX. DRY DENSITY PER AASHTO T-180 (MIN LBR 40).
SUB-BASE SHALL EXTEND 12" BEYOND LIMEROCK / CONCRETE LIMITS.

(D) CONCRETE SIDEWALK:
4" THICK 3000 P.S.I. CONCRETE @ 28 DAYS EXCEPT IN DRIVEWAYS WHERE THICKNESS SHALL BE 6" AND 4,000 P.S.I.

(E) COMPACTED SUB-BASE :
12" COMPACTED TO 98% MAX DRY DENSITY PER AASHTO T-180.

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016- CROSS SECTIONS

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
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PROFESSIONAL ENGINEER
STATE OF FLORIDA
Jason Mathew Gunther
Date: February 21, 2024
License
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERT. OF AUTH. No. 27528

SHEET TITLE:

CROSS SECTIONS

SHEET NUMBER:

C-07

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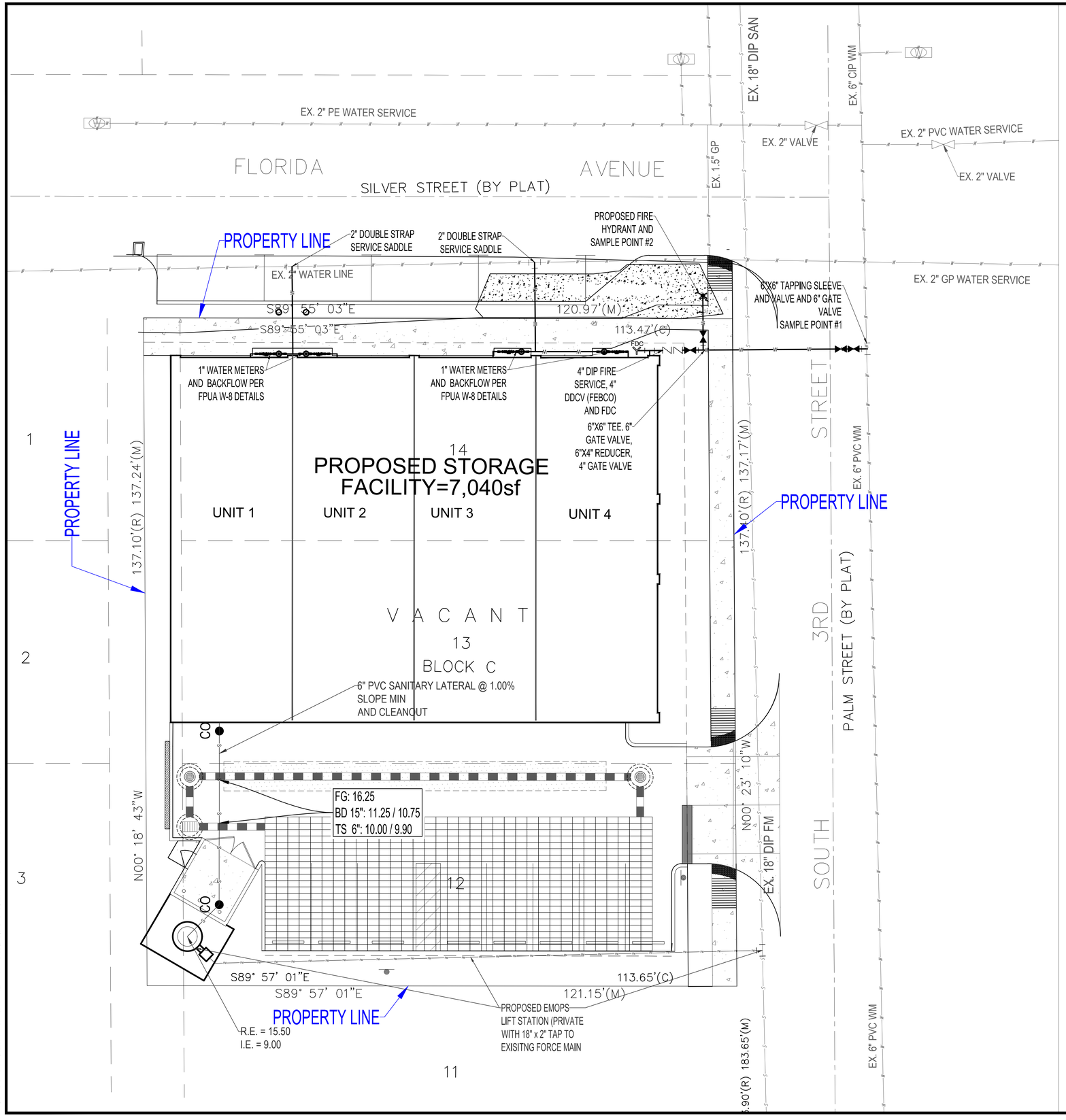
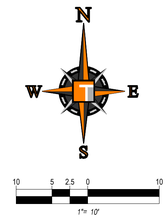


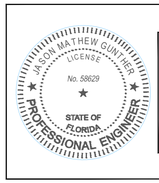


ENGINEERING LEGEND

WATER MAIN	
STORM SEWER	
SANITARY SEWER MAIN	S S
SANITARY SEWER LATERAL	
GAS MAIN	
CATCH BASIN	
MANHOLE	
FIRE HYDRANT	
DECORATIVE LIGHTING	
RIGHT OF WAY CITY UTILITY EASEMENT UTILITY EASEMENT	
WATER SERVICE	
SEWER SERVICE	

CONSTRUCTION NOTES:

1. *CONTRACTOR TO SAW-CUT AT ALL LOCATIONS OF REMOVAL OF EXISTING CONC. S/W, CONC. CURB AND ASPHALT UNLESS OTHERWISE NOTED. ALL BASE AND SUBASE MATERIAL SHALL BE REMOVED WITHIN THE PROPOSED LANDSCAPED AREA.*
2. *CONTRACTOR TO MATCH EXIST. GRADES AND TO CONSTRUCT A SMOOTH TRANSITION FROM EXISTING FACILITIES TO PROPOSED.*
3. *CONTRACTOR TO REMOVE ALL CONSTRUCTION DEBRIS FROM CONSTRUCTION SITE AND DISPOSE PER LOCAL ORDINANCES.*
4. *CONTRACTOR TO ENSURE ALL CONSTRUCTION IS IN ACCORDANCE WITH CITY DESIGN STANDARDS.*
5. *CONTRACTOR TO SOD ALL DISTURBED AREAS, SODDING INCLUDES MAINTAINING SLOPE AND SOD UNTIL COMPLETION AND ACCEPTANCE OF THE TOTAL PROJECT OR GROWTH IS ESTABLISHED WHICHEVER COMES LAST.*
6. *ALL EXISTING TRAFFIC SIGNS DISTURBED DURING CONSTRUCTION SHALL BE REINSTALLED WHERE APPLICABLE BY THE CONTRACTOR.*
7. *THESE PLANS REFLECT CONDITIONS KNOWN DURING PLAN DEVELOPMENT. IN THE EVENT THAT ACTUAL PHYSICAL CONDITIONS PREVENT THE APPLICATION OF THESE STANDARDS OR THE PROGRESSION OF THE WORK, THE CONTRACTOR SHALL NOTIFY THE ENGINEER PRIOR TO CONSTRUCTION OF AFFECTED AREA.*
8. *THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES, STORM DRAINS, UTILITIES, AND OTHER FACILITIES TO REMAIN AND SHALL REPAIR ANY DAMAGES DUE TO HIS/HER CONSTRUCTION ACTIVITIES AT NO ADDITIONAL COST TO THE OWNER.*
9. *NOTIFY SUNSHINE STATE ONE CALL (1-800-432-4770) OR (811) PRIOR TO CONSTRUCTION.*
10. *PROJECT BASED ON DESIGN SURVEY PREPARED BY OTHERS.*
11. *THE CONTRACTOR SHALL NOT ENCROACH ONTO PRIVATE PROPERTY WITHOUT EASEMENTS NECESSARY FOR COMPLETION OF THE WORK.*



Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

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DRAWN BY:	JMG
CHECKED BY:	JMG
DATE:	08-24-2023
CAD I.D.:	FJ230016- WSU PLAN

PROJECT:

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FOR

DDA REALTY GROUP

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CITY OF FORT PIERCE
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February 21, 2024
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

SHEET TITLE:

WATER, SEWER AND UTILITY PLAN

SHEET NUMBER:

C-08

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FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. WATER MAINS WHERE SPECIFIED AS POLYVINYL CHLORIDE (PVC) SHALL CONFORM TO AWWA C-900 OR C-905, PRESSURE CLASS 150, DR (18). WATER MAINS WHERE SPECIFIED AS POLYETHYLENE (PE) SHALL CONFORM TO AWWA C-901 OR C-906, STANDARD CODE DESIGNATION PE3408, PIPE CLASS 200, DIMENSION RATIO (DR) 17 FOR DIRECT BURY, (DR) 11 FOR DIRECTIONAL BORING, AND (DR) 9 FOR 2 INCH AND SMALLER PIPELINES.
3. WATER MAIN, WHERE SPECIFIED AS DUCTILE IRON PIPE , SHALL CONFORM TO ANSI/AWWA C151/A21.51 AND SHALL BE PRESSURE CLASS 250 (MINIMUM).
4. POLYVINYL CHLORIDE WATER MAIN SHALL BE BLUE IN COLOR OR WHITE IN COLOR WITH BLUE STRIPES. THE USE OF IDENTIFICATION TAPE ATTACHED TO THE TOP OF THE PIPE MAY BE USED IN LIEU OF MARKING ON THE PIPE, ALSO DIP PIPE SHALL REQUIRE THE USE OF IDENTIFICATION TAPE AND THWN WIRE.
5. FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANSI/AWWA C-110/A21.10, CLASS 250 MIN., CEMENT LINED AND FACTORY COATED
6. GATE VALVES SHALL BE MUELLER RESILIENT SEAT, KENNDY KEN-SEAL, AMERICAN OR APPROVED EQUAL. VALVES SHALL CONFORM TO AWWA C-509.
7. WATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY, COUNTY, FDOT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THAN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
8. NO FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL OF THE FPUA ENGINEER AND CITY/COUNTY/FDOT ENGINEER.
9. THE CONTRACTOR SHALL NOTIFY FPUA ENGINEERING AND CITY/COUNTY/FDOT ENGINEERING 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
10. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, FPUA, AND CITY/ COUNTY/FOOT ENGINEER SHALL BE MANDATORY PRIOR TO COMMENCEMENT OF CONSTRUCTION.
11. TRAFFIC CONTROL, BARRICADES, ETC., SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS AND APPROVED BY THE CITY ENGINEER.
12. MINIMUM COVER SHALL BE 36 INCHES EXCEPT AS APPROVED BY THE UTILITIES ENGINEER AND CITY/ COUNTY/FDOT ENGINEER. PIPES WITH COVER LESS THAN 30 INCHES SHALL BE CONSTRUCTED OF DUCTILE IRON OR IN PVC CASING.
13. DISTURBED AREAS SHALL BE RESTORED IN CONFORMANCE WITH THE APPLICABLE GOVERNING AGENCY REQUIREMENTS.
14. EXISTING UTILITIES AND DRAINAGE SHALL BE FIELD VERIFIED PRIOR TO CONSTRUCTION AND PROTECTED BY THE CONTRACTOR.
15. WATER MAINS SHALL BE TESTED AND DISINFECTED IN ACCORDANCE WITH THE APPLICABLE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION AND AWWA C-651 FOR DISINFECTION.

FORT PIERCE UTILITIES AUTHORITY	WATER DISTRIBUTION		G-1 NOTES
02-08 DATE	REVISION:	BY:	APPD:
DESIGNED: AJM	COMPUTER FILE #: DETAIL NOTES 2000502.DWG		WATER/WASTEWATER ENGINEERING
DRAWN BY: AJM	SCALE: N.T.S.		FT. PIERCE UTILITIES AUTHORITY
APPROVED: A.C	DATE: 2010	SHEET 1	OF 2

FORT PIERCE UTILITIES AUTHORITY
WATER DISTRIBUTION NOTES
CONTINUED

16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING EXISTING UTILITIES AND DRAINAGE.
17. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER INCLUDING LOCATIONS OF VALVES, FITTINGS, SERVICE CONNECTIONS, BLOWOFFS, AIR RELEASE VALVES, AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT, AS REQUIRED BY THE UTILITIES ENGINEER.
18. THE CONTRACTOR SHALL TAP EXISTING LINES UNDER THE SUPERVISION OF THE FORT PIERCE UTILITIES AUTHORITY ONLY AFTER TESTING AND DISINFECTION HAS BEEN COMPLETED AND APPROVED ON THE TAPPING VALVE AND SLEEVE.
19. WATER MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN MULTI STRANDED WIRE (BLUE IN COLOR) AND IDENTIFICATION TAPE WITH "WATER" MARKED ON TAPE, PERMANENTLY ATTACHED TO THE TOP OF THE WATER MAIN IN ACCORDANCE WITH THE FORT PIERCE UTILITIES AUTHORITY SPECIFICATIONS.
20. SERVICE TAPS SHALL BE PLACED APPROXIMATELY TEN FEET AWAY FROM GATE VALVES, AS SHOWN, FOR TESTING. FOLLOWING TESTING AND STERILIZATION OF WATER LINE, CONTRACTOR SHALL PLACE A BRASS PLUG IN CORPORATION STOPS AND CURB STOPS SHALL BE REMOVED FROM TESTING LOCATIONS.
21. MECHANICAL RESTRAINTS TO BE USED ON ALL FITTINGS AND PLACED IN ACCORDANCE WITH MANUFACTURER'S OR ENGINEER'S RECOMMENDATIONS (WHICHEVER IS MORE STRINGENT) AND FPUA REQUIREMENTS.
22. ALL MAINS SHALL BE TESTED AT A MINIMUM OF 150 PSI. TESTING METHODS SHALL CONFORM TO AWWA C-600. – 2 HR MINIMUM TEST

$$L = \frac{SD(P)^{1/2}}{148,000}$$

L= LEAKAGE IN GPH
S= LENGTH OF PIPE IN FEET
D= PIPE DIAMETER IN INCHES
P= TEST PRESSURE IN PSI

23. PRIOR TO ANY TESTS, ALL MAINS 6" IN DIA. AND LARGER SHALL HAVE A SWAB PASSED THRU THE ENTIRE LENGTH OF THE LINE. NOTE: SWAB SHOULD BE PLACED IN 1st. JOINT OF NEW LINE. END OF MAIN SHOULD BE "TURNED UP" AT 45% AND EXTENDED SO THAT SWABBING AND A FULL BORE FLUSH CAN BE ACCOMPLISHED. BLOW-OFF ASSY CAN THEN BE PLACED. WHERE LINES BRANCH, SWABS WILL BE PLACED IN BRANCH LINES AND SEQUENTIALLY SWABBED AND FLUSHED.
24. A MINIMUM SIX FEET AND PREFERABLY TEN FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTEWATER LINES. 6 INCHES MINIMUM VERTICAL SEPARATION IF WATER MAIN IS OVER WASTEWATER AND 12 INCHES IF WATER MAIN IS UNDER SHALL BE MAINTAINED BETWEEN THE WATER MAIN AND ANY WASTWATER LINES. THE DISTANCE SHALL BE MEASURED FROM OUTSIDE OF PIPE TO OUTSIDE OF PIPE OR STRUCTURE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
25. WHERE A WATER MAIN IS TO BE INSTALLED BELOW A STORM DRAIN PIPE, A MINIMUM OF 6 INCHES OF VERTICAL CLEARANCE BETWEEN PIPES SHALL BE CONSTRUCTED OF DIP AT THE CROSSING, AND SHALL BE MECHANICALLY RESTRAINED WITHIN 20 FEET OF THE CROSSING.
26. CONTRACTOR SHALL COMPLY WITH FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

FORT PIERCE UTILITIES AUTHORITY	WATER DISTRIBUTION		G-1 NOTES
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DRAWN BY: AJM	SCALE: N.T.S.		FT. PIERCE UTILITIES AUTHORITY
APPROVED: A.C	DATE: 2010	SHEET 2	OF 2

FORT PIERCE UTILITIES AUTHORITY WASTEWATER CONSTRUCTION NOTES

1. ALL CONSTRUCTION MATERIAL, INSTALLATION AND TESTING SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE FORT PIERCE UTILITIES AUTHORITY.
2. GRAVITY SEWER MAIN SHALL BE POLYVINYL CHLORIDE SDR-26, GREEN OR WHITE IN COLOR. GRAVITY SEWER MAIN SHALL HAVE LOCATOR TAPE WITH "SEWER" MARKED ON TAPE AND SHALL CONFORM TO ASTM D-3034.
3. THE MANHOLE BASE SHALL BE SET ON A FIRM, DRY AND STABLE OR COMPACTED BASE FOUNDATION. IF NECESSARY, THE CONTRACTOR SHALL UTILIZE ROCK TO PROVIDE A FIRM AND SUITABLE MANHOLE BASE FOUNDATION.
4. WASTEWATER LINES SHALL BE BACKFILLED AND COMPACTED IN ACCORDANCE WITH FPUA DESIGN AND CONSTRUCTION STANDARDS. THE CONTRACTOR SHALL SUBMIT CERTIFIED DENSITY TESTS AS REQUIRED BY FPUA ENGINEERING AND THE CITY ENGINEERING DEPARTMENT. IN CASES WHERE PAVED AREAS FALL WITHIN THE JURISDICTION OF LOCAL OR STATE AGENCIES, THE COMPACTION REQUIREMENTS SHALL NOT BE LESS THEN THE MINIMUM REQUIRED BY THE APPROPRIATE RESPONSIBLE AGENCY.
5. A 1% MINIMUM SLOPE SHALL BE MAINTAINED ON ALL SANITARY SERVICE LATERALS.
6. THE CONTRACTOR SHALL FURNISH RECORD DRAWING INFORMATION TO THE ENGINEER CONSISTING OF PIPE SIZES, LOCATION OF SERVICE TEE WYES, DIAMETER OF SERVICES, LOCATION OF ANY FITTINGS, FINAL RIM AND INVERT ELEVATION OF ALL MANHOLES AND ANY OTHER PERTINENT INFORMATION NECESSARY TO LOCATE ITEMS CONSTRUCTED UNDER THIS PROJECT.
7. MAINTAIN SIX FEET AND PREFERABLY 10 FEET HORIZONTAL DISTANCE BETWEEN WATER MAINS AND SEWER MAINS AS A MINIMUM.
8. WASTEWATER FORCE MAINS, WASTEWATER COLLECTION LINES, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. A MINIMUM VERTICAL DISTANCE OF 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE SHALL BE PROVIDED WHENEVER POSSIBLE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED, THE CROSSING SHALL BE ARRANGED SO THAT THE WASTEWATER PIPE JOINTS AND THE WATER PIPE JOINTS ARE EQUIDISTANCE FROM THE POINT OF CROSSING, AND THE WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) AT THE CROSSING. SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN ANY TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED. A MINIMUM VERTICAL CLEARANCE OF 6 INCHES MUST BE MAINTAINED AT ALL CROSSINGS.
9. A PRE-CONSTRUCTION CONFERENCE BETWEEN THE ENGINEER, THE CONTRACTOR, AND FPUA/CITY COUNTY/FDOT SHALL BE MANDATORY PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. NO FIELD CHANGES OR DEVIATIONS FORM THE DESIGN SHALL BE MADE WITHOUT PRIOR APPROVAL FPUA/CITY/COUNTY/FDOT ENGINEER.
11. TRAFFIC CONTROL, BARRICADES, ETC. SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARDS.
12. CONTRACTOR SHALL NOTIFY FORT PIERCE UTILITIES AUTHORITY 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
13. WASTEWATER FORCE MAIN SHALL BE POLYVINYL CHLORIDE CONFORMING TO AWWA C-900, AND SHALL BE CLASS 150, DR-18.
14. WASTEWATER FORCE MAIN SHALL BE GREEN IN COLOR.
15. FITTINGS SHALL BE DUCTILE IRON, CONFORMING TO ANSI/AWWA C-110/A21.10 CLASS 250 MIN. AND FACTORY EPOXY COATED.
16. WASTEWATER FORCE MAIN SHALL BE MARKED BY THE USE OF CONTINUOUS 10 GAUGE THHN WIRE (GREEN IN COLOR) PERMANENTLY ATTACHED TO THE TOP OF THE FORCE MAIN WITH LOCATOR TAPE MARKED "SEWER" ON TAPE IN ACCORDANCE WITH FPUA SPECIFICATIONS.
17. MINIMUM COVER SHALL BE 36 INCHES. PIPES WITH COVER LESS THAN 30 INCHES SHALL REQUIRE PRIOR APPROVAL OF THE UTILITIES ENGINEER AND SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE.
18. EACH SERVICE LATERAL WILL BE MARKED WITH A LOCATOR BALL AS MANUFACTURED BY 3M CORPORATION, OR APPROVED EQUAL AS REQUIRED BY FPUA ENGINEER.
19. ALL MANHOLES SHALL HAVE SEWER RAIN GUARDS INSTALLED AS REQUIRED BY FPUA ENGINEER.
20. THE CONTRACTOR SHALL COMPLY WITH THE FLORIDA TRENCH SAFETY ACT REQUIREMENTS.

FORT PIERCE UTILITIES AUTHORITY	WASTEWATER CONSTRUCTION NOTES FPUA REQUIREMENTS		G-2 CONSTRUCTION NOTES
02-08 DATE	REVISION:	BY:	APPD:
DESIGNED: AJM	COMPUTER FILE #: DETAIL NOTES 2000502.DWG		WATER/WASTEWATER ENGINEERING
DRAWN BY: AJM	SCALE: N.T.S.		FT. PIERCE UTILITIES AUTHORITY
APPROVED: A.C	DATE: 2010	SHEET 1	OF 1

STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS

1. SANITARY SEWER, FORCE MAINS, AND STORM SEWERS SHOULD CROSS UNDER WATER MAINS WHENEVER POSSIBLE. SANITARY SEWERS, FORCE MAINS AND STORM SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 6 INCHES, PREFERABLY 12 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE WHEN ABOVE, AND AT LEAST 12 INCHES OF SEPARATION WHEN THE WATER MAIN IS BELOW.

WHERE SANITARY SEWER, FORCE MAINS, STORM SEWERS MUST CROSS A WATER MAIN WITH LESS THAN 6 INCHES VERTICAL SEPARATION, BOTH THE SEWER AND WATER MAIN SHALL BE CONSTRUCTED OF DUCTILE IRON PIPE (DIP) CENTERED ON THE CROSSING. (DIP IS NOT REQUIRED FOR STORM SEWERS.) SUFFICIENT LENGTHS OF DIP MUST BE USED TO PROVIDE A MINIMUM SEPARATION OF 10 FEET BETWEEN TWO JOINTS. ALL JOINTS ON THE WATER MAIN WITHIN 20 FEET OF THE CROSSING MUST BE MECHANICALLY RESTRAINED.

ALL CROSSINGS SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN PIPE JOINTS ARE EQUIDISTANT FROM THE POINT OF CROSSING (PIPES CENTERED ON THE CROSSING). AT SUCH CROSSINGS PIPES SHALL BE ARRANGED SO THAT ALL WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORMWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

WHERE A NEW PIPE CONFLICTS WITH AN EXISTING PIPE WITH LESS THAN 6 INCHES VERTICAL CLEARANCE, THE NEW PIPE SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWERS) AND NEW PIPES SHALL BE ARRANGED TO MEET THE CROSSING REQUIREMENTS ABOVE.

2. A MINIMUM 3-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN ANY TYPE OF STORM SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 3-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN VACUUM TYPE SANITARY SEWER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

A MINIMUM 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN "ONSITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE.

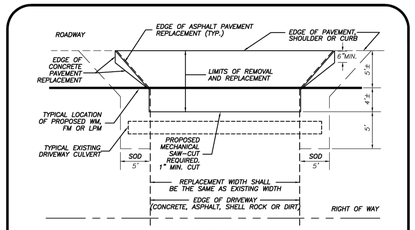
A MINIMUM 6-FOOT, AND PREFERABLE 10-FOOT HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN GRAVITY OR PRESSURE TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER AND WATER MAIN IN PARALLEL INSTALLATIONS WHENEVER POSSIBLE. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY-TYPE SANITARY SEWERS SHALL BE REDUCED TO 3 FOOT WHERE THE BOTTOM OF THE WATER MAIN IS AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

IN CASES WHERE IT IS NOT POSSIBLE TO MAINTAIN A 10-FOOT HORIZONTAL SEPARATION, THE WATER MAIN MUST BE LAID IN A SEPARATE TRENCH OR ON A UNDISTURBED EARTH SHELF LOCATED ON ONE SIDE OF THE SEWER OR FORCE MAIN AT SUCH AN ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS AT LEAST 6 INCHES ABOVE THE TOP OF THE SEWER.

WHERE IT IS NOT POSSIBLE TO MAINTAIN A VERTICAL DISTANCE OF 6 INCHES IN PARALLEL INSTALLATIONS, THE WATER MAIN SHALL BE CONSTRUCTED OF DIP AND THE SEWER OR THE FORCE MAIN SHALL BE CONSTRUCTED OF DIP (EXCEPT STORM SEWER) WITH A MINIMUM VERTICAL DISTANCE OF 6 INCHES, THE WATER MAIN SHOULD ALWAYS BE ABOVE THE SEWER. JOINTS ON THE WATER MAIN SHALL BE LOCATED AS FAR APART AS POSSIBLE FROM JOINTS ON THE SEWER OR FORCE MAIN (STAGGERED JOINTS).

3. ALL DIP SHALL BE PRESSURE CLASS 250 MIN.. ADEQUATE PROTECTIVE MEASURES AGAINST CORROSION SHALL BE USED AS DETERMINED BY THE DESIGN ENGINEER.

FORT PIERCE UTILITIES AUTHORITY	STANDARD SEPARATION STATEMENT FOR WATER/SEWER CONFLICT		G-3 WATER/SEWER CONFLICT
02-08 DATE	REVISION:	BY:	APPD:
DESIGNED: AJM	COMPUTER FILE #: DETAIL NOTES 2000502.DWG		WATER/WASTEWATER ENGINEERING
DRAWN BY: AJM	SCALE: N.T.S.		FT. PIERCE UTILITIES AUTHORITY
APPROVED: A.C	DATE: 2010	SHEET 1	OF 1



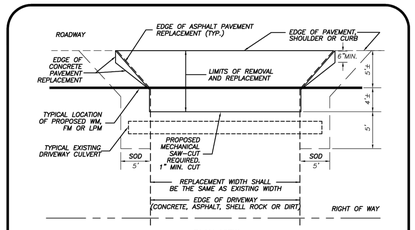
PLAN VIEW

NOTES:

1) ALL DRIVEWAYS SHALL BE REPLACED WITH MATERIAL OF THE SAME TYPE AND COMPOSITION. AS THE MATERIAL REMOVED, TO THE LIMITS OF THE EXISTING DRIVE.
2) ALL CONCRETE DRIVEWAYS SHALL BE 6" THICK, 6'x 6', 10x10 GAGE WIRE MESH, CLASS I 3000 PSI CONCRETE. THE SUB-GRADE FOR THE CONCRETE SHALL BE 6" SAND OR OTHER APPROVED MATERIAL COMPACTED TO 98% AASHTO MAXIMUM DENSITY.
3) ALL ASPHALT DRIVEWAYS SHALL BE 1" TYPE S-1 AND 6" COMPACTED LIMEROCK BASE.
4) SAW-CUT AND REMOVE ALL EXISTING DRIVEWAYS TO LIMITS AND REPLACE TO SAME GRADE AND LINES AS ORIGINAL. CONCRETE DRIVEWAYS SHOULD BE REMOVED TO THE NEAREST EXISTING JOINT.
5) SOD 5' MINIMUM OUTSIDE OF EDGE OF REPLACED DRIVEWAY AND ALL DISTURBED AREAS.
6) ROCK/SHELL AND DIRT DRIVEWAYS SHALL BE COMPACTED TO 98% MAXIMUM DENSITY PER AASHTO T-99. ROCK/SHELL DEPTH SHALL BE SIX INCHES, COMPACTED DEPTH.
7) CONTRACTOR SHALL REPLACE ALL DRIVEWAYS IN KIND, IN ACCORDANCE WITH THIS DETAIL, THE SPECIFICATIONS OR THE ST. LUICE COUNTY STANDARDS, WHICHEVER IS THE MOST STRINGENT.
8) NEW DRIVEWAYS SHALL BE SLOPED IN A WAY THAT WILL NOT ALLOW PONDING OF STORM WATER.
9) CONTRACTOR SHALL DISPOSE OF ALL REMOVED MATERIAL IN A SUITABLE FASHION IN ACCORDANCE WITH ALL CITY, COUNTY AND STATE REGULATIONS.
10) FOR ASPHALT DRIVEWAYS, THE BASE SHALL EXTEND SIX INCHES BEYOND THE ASPHALT OVERLAY.
11) ALL REPLACEMENT DRIVEWAYS SHALL BE CONSTRUCTED WITH A FOOTING PARALLEL TO THE ROADWAY. FOOTING SHALL BE A MINIMUM 6" DEEP AND 8" WIDE FOR THE ENTIRE LENGTH OF THE DRIVEWAY FRONTAGE.
12) ALL ASPHALT DRIVEWAYS SHALL BE OVERLAYED WITHIN THE LIMITS OF THE RIGHT-OF-WAY.

TYPICAL DRIVEWAY RESTORATION
N.T.S.

FORT PIERCE UTILITIES AUTHORITY	DRIVEWAY RESTORATION TYPICAL DRIVEWAY RESTORATION (COUNTY)		R-1
DATE	REVISION:	BY:	APPD:
DESIGNED: AJM	COMPUTER FILE #: MISC. DETAILS 2000502.DWG		WATER/WASTEWATER ENGINEERING
DRAWN BY: AJM	SCALE: N.T.S.		FT. PIERCE UTILITIES AUTHORITY
APPROVED: A.C	DATE: 2010	SHEET 1	OF 1



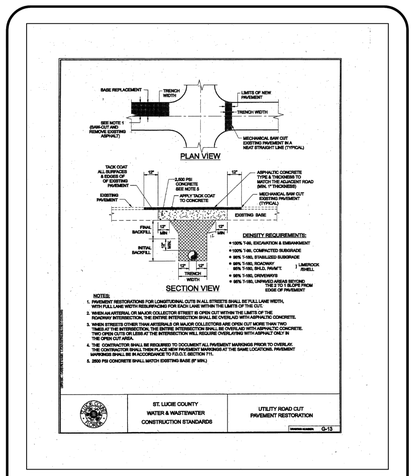
PLAN VIEW

NOTES:

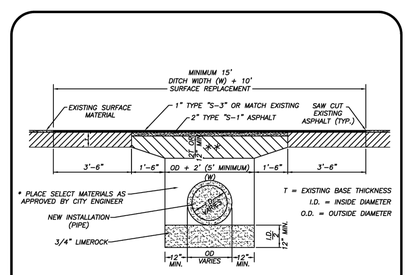
1) ALL DRIVEWAYS SHALL BE REPLACED WITH MATERIAL OF THE SAME TYPE AND COMPOSITION. AS THE MATERIAL REMOVED, TO THE LIMITS OF THE EXISTING DRIVE.
2) ALL CONCRETE DRIVEWAYS SHALL BE 6" THICK, 6'x 6', 10x10 GAGE WIRE MESH, CLASS I 3000 PSI CONCRETE. THE SUB-GRADE FOR THE CONCRETE SHALL BE 6" SAND OR OTHER APPROVED MATERIAL COMPACTED TO 98% AASHTO MAXIMUM DENSITY.
3) ALL ASPHALT DRIVEWAYS SHALL BE 1" TYPE S-1 AND 6" COMPACTED LIMEROCK BASE.
4) SAW-CUT AND REMOVE ALL EXISTING DRIVEWAYS TO LIMITS AND REPLACE TO SAME GRADE AND LINES AS ORIGINAL. CONCRETE DRIVEWAYS SHOULD BE REMOVED TO THE NEAREST EXISTING JOINT.
5) SOD 5' MINIMUM OUTSIDE OF EDGE OF REPLACED DRIVEWAY AND ALL DISTURBED AREAS.
6) ROCK/SHELL AND DIRT DRIVEWAYS SHALL BE COMPACTED TO 98% MAXIMUM DENSITY PER AASHTO T-99. ROCK/SHELL DEPTH SHALL BE SIX INCHES, COMPACTED DEPTH.
7) CONTRACTOR SHALL REPLACE ALL DRIVEWAYS IN KIND, IN ACCORDANCE WITH THIS DETAIL, THE SPECIFICATIONS OR THE ST. LUICE COUNTY STANDARDS, WHICHEVER IS THE MOST STRINGENT.
8) NEW DRIVEWAYS SHALL BE SLOPED IN A WAY THAT WILL NOT ALLOW PONDING OF STORM WATER.
9) CONTRACTOR SHALL DISPOSE OF ALL REMOVED MATERIAL IN A SUITABLE FASHION IN ACCORDANCE WITH ALL CITY, COUNTY AND STATE REGULATIONS.
10) FOR ASPHALT DRIVEWAYS, THE BASE SHALL EXTEND SIX INCHES BEYOND THE ASPHALT OVERLAY.
11) ALL REPLACEMENT DRIVEWAYS SHALL BE CONSTRUCTED WITH A FOOTING PARALLEL TO THE ROADWAY. FOOTING SHALL BE A MINIMUM 6" DEEP AND 8" WIDE FOR THE ENTIRE LENGTH OF THE DRIVEWAY FRONTAGE.
12) ALL ASPHALT DRIVEWAYS SHALL BE OVERLAYED WITHIN THE LIMITS OF THE RIGHT-OF-WAY.

TYPICAL DRIVEWAY RESTORATION
N.T.S.

FORT PIERCE UTILITIES AUTHORITY	DRIVEWAY RESTORATION TYPICAL DRIVEWAY RESTORATION (COUNTY)		R-1
DATE	REVISION:	BY:	APPD:
DESIGNED: AJM	COMPUTER FILE #: MISC. DETAILS 2000502.DWG		WATER/WASTEWATER ENGINEERING
DRAWN BY: AJM	SCALE: N.T.S.		FT. PIERCE UTILITIES AUTHORITY
APPROVED: A.C	DATE: 2010	SHEET 1	OF 1



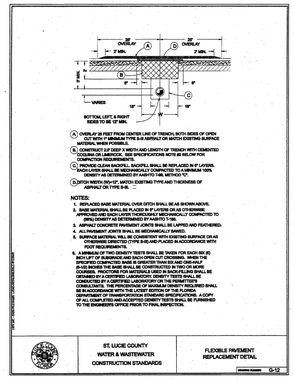
FORT PIERCE UTILITIES AUTHORITY	PAVEMENT RESTORATION (COUNTY)		R-2
DATE	REVISION:	BY:	APPD:
DESIGNED: AJM	COMPUTER FILE #: MISC. DETAILS 2000502.DWG		WATER/WASTEWATER ENGINEERING
DRAWN BY: AJM	SCALE: N.T.S.		FT. PIERCE UTILITIES AUTHORITY
APPROVED: A.C	DATE: 2010	SHEET 1	OF 1



* INITIAL BACKFILL SHALL BE PLACED TO 12" ABOVE THE PIPE IN 6" LIFTS. BACFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-99, UPPERMOST 12" BE COMPACTED TO 98% OF T-99.

** LIMEROCK OR CRUSHED COQUINA COMPACTED TO 98% OF MAXIMUM DENSITY AS DETERMINED BY AASHTO METHOD T-180

FORT PIERCE UTILITIES AUTHORITY	PAVEMENT RESTORATION DETAIL WITH TRENCH CITY REQUIREMENTS		R-3
DATE	REVISION:	BY:	APPD:
DESIGNED: AJM	COMPUTER F



FLEXIBLE PAVEMENT REPLACEMENT DETAIL — R-4

DATE:	REVISION:	BY:	APPD:
DESIGNED:	COMPUTER FILE #		
DRAWN BY: JAM	WWS DETAILS 2020022.DWG		
APPROVED: JLC	N.T.S. DATE: 2010	SHEET 1 OF 1	

WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY

GENERAL POLICY

WHERE COST JUSTIFIED AND OPERATIONALLY FEASIBLE, IT IS THE GENERAL POLICY OF THE F.P.U.A. TO PROVIDE WATER, ELECTRIC, SEWER AND GAS SERVICE FROM THE STREET SIDE OF A PIECE OF PROPERTY. DEPENDING ON FACTORS SUCH AS LOCATION OF EXISTING SUPPLY SOURCE FACILITIES, REAR OR SIDE LOT LINE SUPPLY MAY BE AUTHORIZED, BUT ONLY WITH PRIOR APPROVAL FROM THE F.P.U.A.

NOTES:

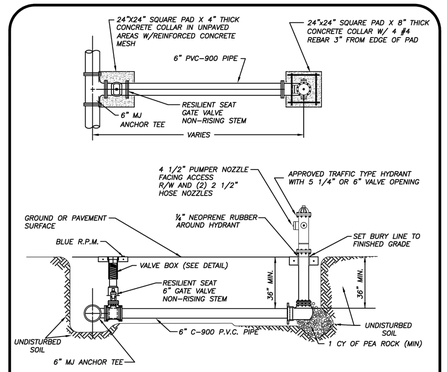
1. THE PREFERRED POINT OF CONNECTION TO THE F.P.U.A. WATER METER, AREA ①, SHALL BE LOCATED IN THE CORNER OF THE PROPERTY SELECTED BY THE F.P.U.A. THE BEST LOCATION FOR THE WATER METER. EVERY EFFORT WILL BE MADE TO SELECT THE CORNER WHERE TWO WATER SERVICES AND METERS CAN BE CONNECTED.
2. IF PHYSICAL BARRIERS OR OTHER OBSTACLES PREVENT THE CONNECTION OF THE BUILDING SERVICE LINE TO THE F.P.U.A. WATER SERVICE, WITHIN AREA ①, THE F.P.U.A. ENGINEERING DEPARTMENT MAY AUTHORIZE THE CONNECTION ALONG THE PORTION OF THE R/W LINE MARKED AREA ②, OR ALONG THE PROPERTY LINES MARKED AREA ③.
3. HORIZONTAL SEPARATION OF WATER AND WASTEWATER SERVICES SHOULD BE A MINIMUM OF 6 FEET AND PREFERABLY 10 FEET.
4. ALL METERS SHALL BE INSTALLED IN AN UNRESTRICTED AREA FOLLOWING EASE OF ACCESS AND PROVIDING ADEQUATE PROTECTION.
5. THE F.P.U.A. SHALL BE RESPONSIBLE FOR THE MAINTENANCE AND REPAIR OF THE WATER LATERAL WITHIN THE EASEMENT OR RIGHT-OF-WAY, UP TO THE POINT OF CONNECTION.

WATER METER PLACEMENT
(N.T.S.)

WATER METER PLACEMENT POLICY — W-1

DATE:	REVISION:	BY:	APPD:
03-08	02-15	SLL	JLC
DESIGNED: JLC	COMPUTER FILE # WATER DETAILS 2020022.DWG		
DRAWN BY: SLL	SCALE: N.T.S.		
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1	

WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY



NOTES:

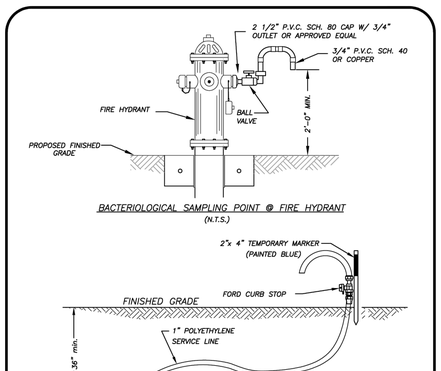
1. HYDRANT SHALL BE INSTALLED PLUMB & TRUE.
2. HYDRANT SHALL BE PAINTED CARNIVAL RED FROM FACTORY.
3. HEEL TO REST IN UNDISTURBED SOIL.
4. THE ONLY HYDRANTS ACCEPTABLE ARE: MUELLER SUPER CENTURION 250 OR AMERICAN DARLING B-84-B-5.
5. HYDRANT ASSEMBLY MUST BE RESTRAINED TO TEE.
6. ALL FITTINGS SHALL BE MECHANICAL JOINT.
7. ENTIRE ASSEMBLY TO BE MECHANICALLY RESTRAINED.
8. BLUE LOCATOR SHALL BE PLACED IN CENTER OF TRAVEL LANE CLOSEST TO HYDRANT.
9. ALL HYDRANT VALVE BOX COVERS SHALL BE PAINTED CARNIVAL RED.
10. LOCATE WIRE SHALL TERMINATE AT HYDRANT ISOLATION VALVE.
11. HYDRANTS SHALL BE NO MORE THAN FIFTEEN FEET (15 FT.) FROM THE CURB OF ROADWAYS OR FROM THE EDGE OF PAVEMENT. CLEARANCES OF SEVEN AND ONE HALF FEET (7FT-6IN.) IN FRONT OF AND TO THE SIDES OF THE FIRE HYDRANTS, WITH FOUR FOOT (4 FT.) CLEARANCE TO THE REAR OF HYDRANTS SHALL BE MAINTAINED.

TYPICAL FIRE HYDRANT ASSEMBLY
(N.T.S.)

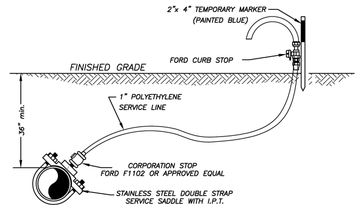
TYPICAL FIRE HYDRANT ASSEMBLY — W-5

DATE:	REVISION:	BY:	APPD:
12-09	DESIGN	SLL	JLC
DESIGNED: JLC	COMPUTER FILE # WATERDETAIL.DWG		
DRAWN BY: SLL	SCALE: N.T.S.		
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1	

WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY



BACTERIOLOGICAL SAMPLING POINT @ FIRE HYDRANT
(N.T.S.)



BACTERIOLOGICAL SAMPLING POINT @ WATER MAIN
(N.T.S.)

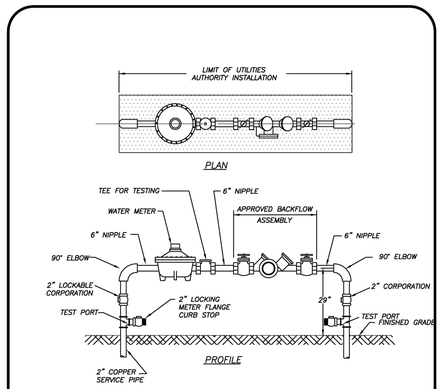
NOTE:

AFTER TESTING REMOVE 1" P.E. LINE AND CAP WITH BRASS PLUG AT CORPORATION STOP.

BACTERIOLOGICAL SAMPLING PONIT DETAIL — W-6

DATE:	REVISION:	BY:	APPD:
03-09	02-15	SLL	JLC
DESIGNED: JLC	COMPUTER FILE # WATERDETAIL.DWG		
DRAWN BY: SLL	SCALE: N.T.S.		
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1	

WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY



PLAN

PROFILE

NOTES:

1. LANDSCAPING REQUIRED PER CITY OF FORT PIERCE OR ST. LUCIE COUNTY ORDINANCE. NO PLANTS OR TREES WITHIN 18" AROUND METER OR BACKFLOW. NO SOLDER JOINTS.
2. ASSEMBLY TO BE 29" FROM FINISH GRADE TO CENTERLINE OF THE FLANGED 90° BEND.

WATER METER/BACKFLOW PREVENTER ASSEMBLY
DOMESTIC SERVICE (COMMERCIAL)
(N.T.S.)

WATER METER/BACKFLOW PREVENTER ASSEMBLY-DOMESTIC SERVICES (METER SIZE 2" OR LESS) — W-8

DATE:	REVISION:	BY:	APPD:
03-09	DESIGN	SLL	JLC
DESIGNED: JLC	COMPUTER FILE #		
DRAWN BY: SLL	SCALE: N.T.S.		
APPROVED: JLC	DATE: 2010	SHEET 1 OF 1	

WATER/WASTEWATER ENGINEERING
FT. PIERCE UTILITIES AUTHORITY

ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1502 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
P: 813-379-4100
6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7600

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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016-WS DETAILS

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

This item has been electronically signed and sealed by Jason Mathew Gunther, PE on 2/21/2024 using a SHA-1 authentication code.

Printed copies of this document are not considered signed and sealed and the SHA-1 authentication code must be verified on any electronic copies.

JASON M. GUNTHER — No. 58629 — PROFESSIONAL ENGINEER — STATE OF FLORIDA — February 21, 2024
JASON M. GUNTHER — LICENSE — No. 58629 — STATE OF FLORIDA — PROFESSIONAL ENGINEER
FLORIDA LICENSE No. 58629
FLORIDA BUSINESS CERTIFICATE OF AUTH. No. 27528

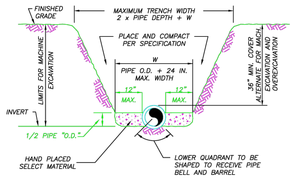
SHEET TITLE:

WATER SEWER DETAILS

SHEET NUMBER:

C-10

Printed on Wednesday, February 21, 2024, 11:18 AM by Jason Gunther



NOTES:

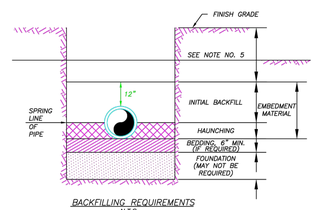
1) THE CONTRACTOR SHALL COMPLY WITH REQUIREMENTS OF THE FLORIDA TRENCH SAFETY ACT.

2) INITIAL BACKFILL SHALL BE HAND PLACED TO 12" ABOVE THE PIPE. BACKFILL SHALL BE MECHANICALLY TAMPED TO A MINIMUM OF 100% OF MAX. DENSITY AS DETERMINED BY AASHTO METHOD T-99.

TYPICAL TRENCH DETAIL

N.T.S.

EPUA COMMUNITY PROUD	TYPICAL TRENCH DETAIL		M-1
03-09 CONCRETE SLAB	SLL	JLC	WATER/WASTEWATER ENGINEERING
REVISIONS:	DRAWN BY: JLC	CHECKED BY: SLL	
JLC	MISC. DETAILS 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY:	SCALE:		
SLL			
APPROVED: JLC	DATE: 2015	SHEET 1 OF 1	



BACKFILLING REQUIREMENTS

N.T.S.

NOTES:

1) IN CERTAIN SOIL CONDITIONS A FOUNDATION MAY BE REQUIRED.

2) BEDDING IS REQUIRED PRIMARILY TO BRING THE TRENCH BOTTOM UP TO GRADE. BEDDING MATERIALS SHALL PROVIDE A UNIFORM AND ADEQUATE LONGITUDINAL SUPPORT UNDER THE PIPE.

3) HAUNCHING MATERIAL SHALL BE HAND PLACED TO THE SPRINGLINE OF THE PIPE. MATERIAL SHALL BE CONSOLIDATED UNDER THE PIPE AND HAND TAMPED TO PROVIDE ADEQUATE SIDE SUPPORT.

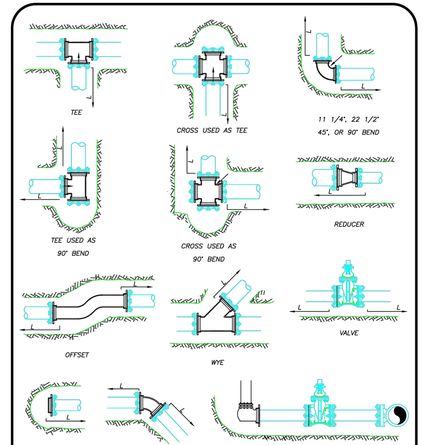
4) INITIAL BACKFILL MATERIAL SHALL BE HAND PLACED TO 12" ABOVE THE TOP OF PIPE. THE SOIL SHALL BE COMPACTED TO 100% MAX. DENSITY.(AASHTO T-99)

5) BACKFILL SHALL BE COMPACTED TO 100% OF MAX. DENSITY AS PER AASHTO T-99, TO A POINT 30" BELOW PROPOSED PROFILE GRADE OR EXISTING GRADE. THE FINAL 30" OF BACKFILL SHALL BE COMPACTED TO 98% OF MAX. DENSITY AS PER AASHTO T-180.

6) DENSITY TEST SHALL BE PERFORMED AT AREAS DETERMINED BY THE UTILITIES ENGINEER OR PERMIT AGENCY HAVING JURISDICTION, AT THE CONTRACTORS EXPENSE.

7) CONTRACTOR TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL TRENCH SAFETY REGULATIONS.

EPUA COMMUNITY PROUD	BACKFILLING REQUIREMENTS		M-2
03-09 CONCRETE SLAB	SLL	JLC	WATER/WASTEWATER ENGINEERING
REVISIONS:	DRAWN BY: JLC	CHECKED BY: SLL	
JLC	MISC. DETAILS 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY:	SCALE:		
SLL			
APPROVED: JLC	DATE: 2015	SHEET 1 OF 1	



MECHANICAL JOINT ANCHORING REQUIREMENTS

N.T.S.

EPUA COMMUNITY PROUD	MECHANICAL JOINT ANCHORING REQUIREMENTS		M-3
03-09 CONCRETE SLAB	SLL	JLC	WATER/WASTEWATER ENGINEERING
REVISIONS:	DRAWN BY: JLC	CHECKED BY: SLL	
JLC	MISC. DETAILS 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY:	SCALE:		
SLL			
APPROVED: JLC	DATE: 2015	SHEET 1 OF 1	

MECHANICAL JOINT RESTRAINT NOTES

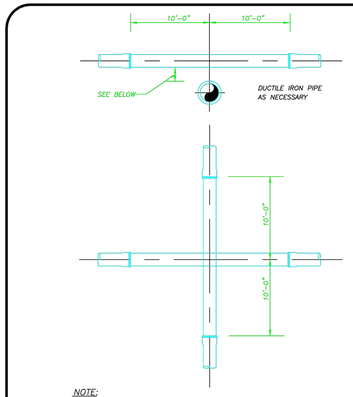
NOTES:

1) THE ENGINEER SHALL BE RESPONSIBLE FOR DETERMINING THE REQUIRED LENGTH TO BE RESTRAINED BASED UPON THE PROJECT AREA SOIL TYPE, PROPOSED TRENCH CONDITIONS AND DEPTH, PRESSURE OF 150 PSI, AND A SAFETY FACTOR OF TWO (2). A DRAWING OF EVERY TYPICAL FITTING ASSEMBLY WITHIN THE PROJECT SHALL BE SUBMITTED WHICH REFLECTS THE RESTRAINT DETAIL PROPOSED FOR USE, INCLUDING LENGTH OF PIPE RESTRAINT.

2) REQUIRED RESTRAINED LENGTH CALCULATIONS SHALL ALSO CONSIDER THE CONDITIONS OF OTHER BENDS OR FITTINGS THAT WILL BE LOCATED WITHIN THE CALCULATED RESTRAINED LENGTH (L) OF THE BEND OR FITTING IN QUESTION.

3) EVERY JOINT OR FITTING MUST BE RESTRAINED ON BOTH SIDES OF THE BEND AND FOR TEES ALONG THE BEND ALSO.

EPUA COMMUNITY PROUD	MECHANICAL JOINT RESTRAINT NOTES		M-4
03-09 CONCRETE SLAB	SLL	JLC	WATER/WASTEWATER ENGINEERING
REVISIONS:	DRAWN BY: JLC	CHECKED BY: SLL	
JLC	MISC. DETAILS 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY:	SCALE:		
SLL			
APPROVED: JLC	DATE: 2015	SHEET 1 OF 1	



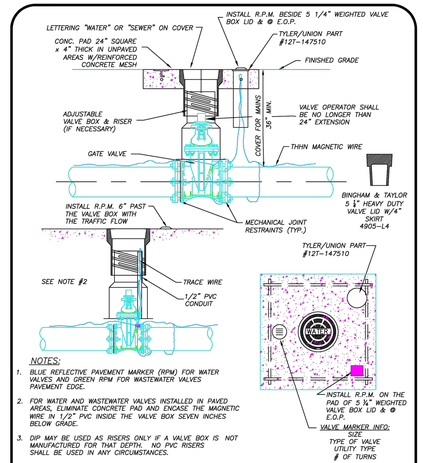
NOTE:

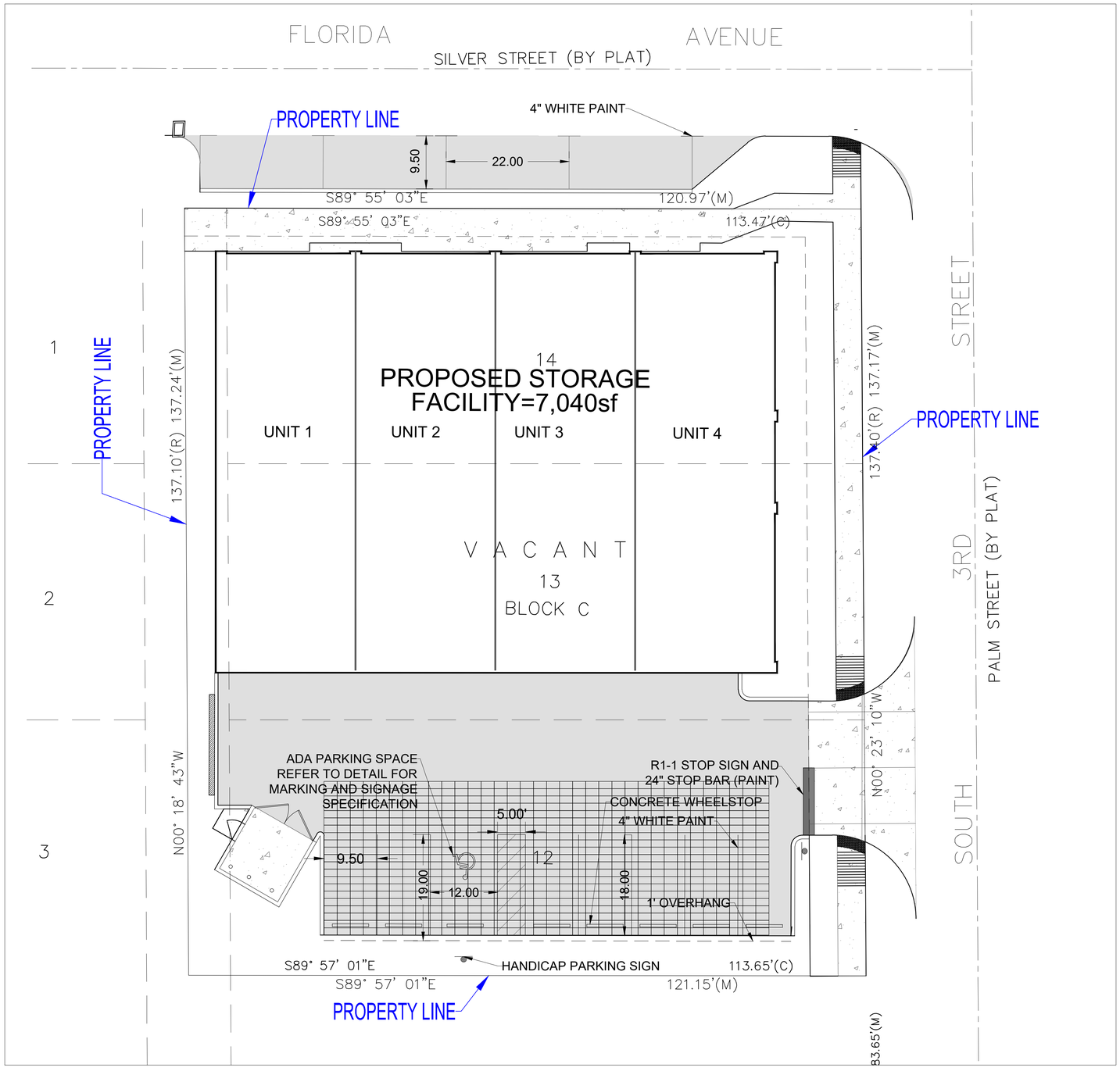
PLEASE REFER TO FORT PIERCE UTILITIES STANDARD SEPARATION STATEMENT FOR WATER / SEWER CONFLICTS.

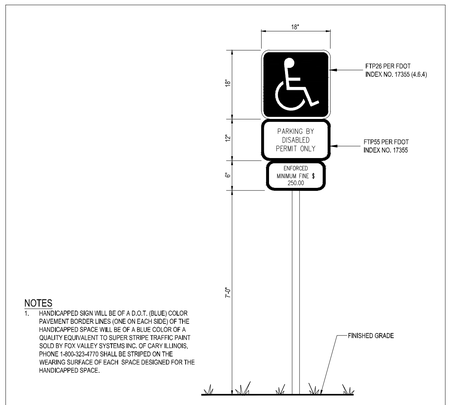
UTILITY CROSSING DETAIL

N.T.S.

EPUA COMMUNITY PROUD	UTILITY CROSSING DETAIL		M-5
03-09 CONCRETE SLAB	SLL	JLC	WATER/WASTEWATER ENGINEERING
REVISIONS:	DRAWN BY: JLC	CHECKED BY: SLL	
JLC	MISC. DETAILS 200602.DWG		FT. PIERCE UTILITIES AUTHORITY
DRAWN BY:	SCALE:		
SLL			
APPROVED: JLC	DATE: 2015	SHEET 1 OF 1	

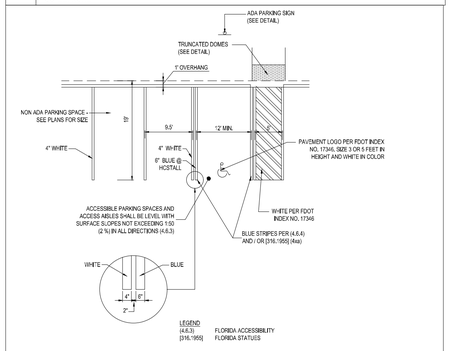

LETTERING "WATER" OR "SEWER" ON COVER
CONC. PAD 24" SQUARE x 4" THICK IN UNPAVED AREAS W/REINFORCED CONCRETE MESH
ADJUSTABLE VALVE BOX & RISER (IF NECESSARY)
GATE VALVE
INSTALL R.P.M. 6" PAST THE VALVE BOX WITH THE TRAFFIC FLOW
SEE NOTE #2
TRACE WIRE
1/2" PVC CONDUIT
INSTALL R.P.M. BESIDE 5 1/4" WEIGHTED VALVE BOX LID & @ E.O.P.
TYLER/UNION PART #121-147510
FINISHED GRADE
VALVE OPERATOR SHALL BE NO LONGER THAN 24" EXTENSION
COVER FOR MAINS
36" MIN.
THRU
THRU
THRU



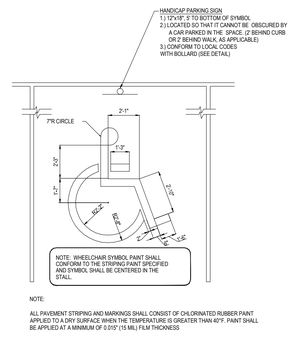


NOTES
1. HANDICAPPED SIGN WILL BE OF A D.O.T. (BLUE) COLOR PAVEMENT BORDER LINES (ONE ON EACH SIDE) OF THE HANDICAPPED SPACE WILL BE OF A BLUE COLOR OF A QUALITY EQUIVALENT TO SUPER STRIPE TRAFFIC PAINT SOLD BY FOX VALLEY SYSTEMS INC. OF CARY ILLINOIS, PHONE 1-800-323-4770 SHALL BE STRIPED ON THE WEARING SURFACE OF EACH SPACE DESIGNED FOR THE HANDICAPPED SPACE..

2 ACCESSIBLE PARKING SIGN
SCALE: NONE

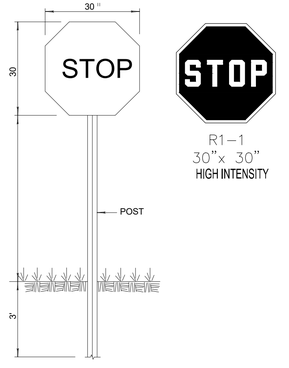


1 ACCESSIBLE PARKING SPACE - ADA COMPLIANT
SCALE: NONE



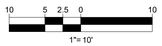
NOTE:
ALL PAVEMENT STRIPING AND MARKINGS SHALL CONSIST OF CHLORINATED RUBBER PAINT APPLIED TO A DRY SURFACE WHEN THE TEMPERATURE IS GREATER THAN 40°F. PAINT SHALL BE APPLIED AT A MINIMUM OF 0.015" (15 MIL) FILM THICKNESS

ADA ACCESIBLE PARKING STALL PAINTING DETAIL — N.T.S.



TYPICAL STOP SIGN

R1-1
30"x 30"
HIGH INTENSITY



THOMAS ENGINEERING GROUP
CIVIL ENGINEERS - PROJECT MANAGERS - LAND PLANNING - LANDSCAPE ARCHITECTS
1902 W. FLETCHER AVE
SUITE 101
TAMPA, FL 33612
P: 813-379-4100
6300 NW 31st AVE
FT. LAUDERDALE, FL 33309
P: 954-202-7000
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REVISIONS:

REV:	DATE:	COMMENT:	BY:

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PROJECT No.: FJ230016
DRAWN BY: JMG
CHECKED BY: JMG
DATE: 08-24-2023
CAD I.D.: FJ230016- PAVEMENT MARKINGS & SIGNAGE PLAN

PROJECT:

301 FLORIDA AVENUE FLEX SPACE

FOR

DDA REALTY GROUP

301 FLORIDA AVENUE
CITY OF FORT PIERCE
FLORIDA

THOMAS ENGINEERING GROUP
840 SE Osceola St.
Stuart, FL 34994
PH: (772) 888-3138
www.ThomasEngineeringGroup.com

JASON M. GUNTHER
No. 58629
PROFESSIONAL ENGINEER
STATE OF FLORIDA
February 21, 2024
FLORIDA LICENSE No. 58629
FLORIDA BOARD OF PROFESSIONAL ENGINEERS CERTIFICATE OF AUTHORIZATION No. 27528

Jason Mathew Gunther, State of Florida, Professional Engineer, License No. 58629

This item has been electronically signed and sealed by Jason Mathew Gunther, PE on 2/21/2024 using a SHA-1 authentication code..

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ALL ELEVATIONS SHOWN ARE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88).

SHEET TITLE:
PAVEMENT MARKINGS & SIGNAGE PLAN

SHEET NUMBER:
C-12

Printed on: Wednesday, February 21, 2024, 11:18 AM by Jason Gunther
J:\FJ230016 - 301 FLORIDA AVE\CAD\PLANS\FJ230016- PAVEMENT MARKINGS & SIGNAGE PLAN.dwg

Site Data:

Parcel ID:	2410-711-0041-000-7
Existing Land Use:	Commercial
Existing Zoning:	C3
District:	CRA
Site Area:	16,617 sf (0.38 ac)
Building Size:	7,040 sf *(Warehouse)*
Parking Required:	12 spaces
Parking Provided:	8 spaces
ADA Parking Required	1 space
ADA Parking Provided:	1 space
Pervious Area:	1,743 sf (10.5%)
Impervious Area:	14,874 sf (89.5%)

Project Address:

PARCEL ID: #2410-711-0041-000-7, ADDRESS: 301 FLORIDA AVE, FORT PIERCE, FL 34950

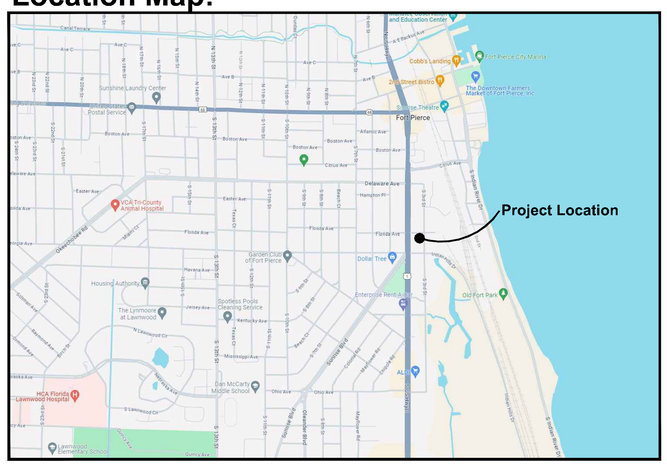
Legal Description:

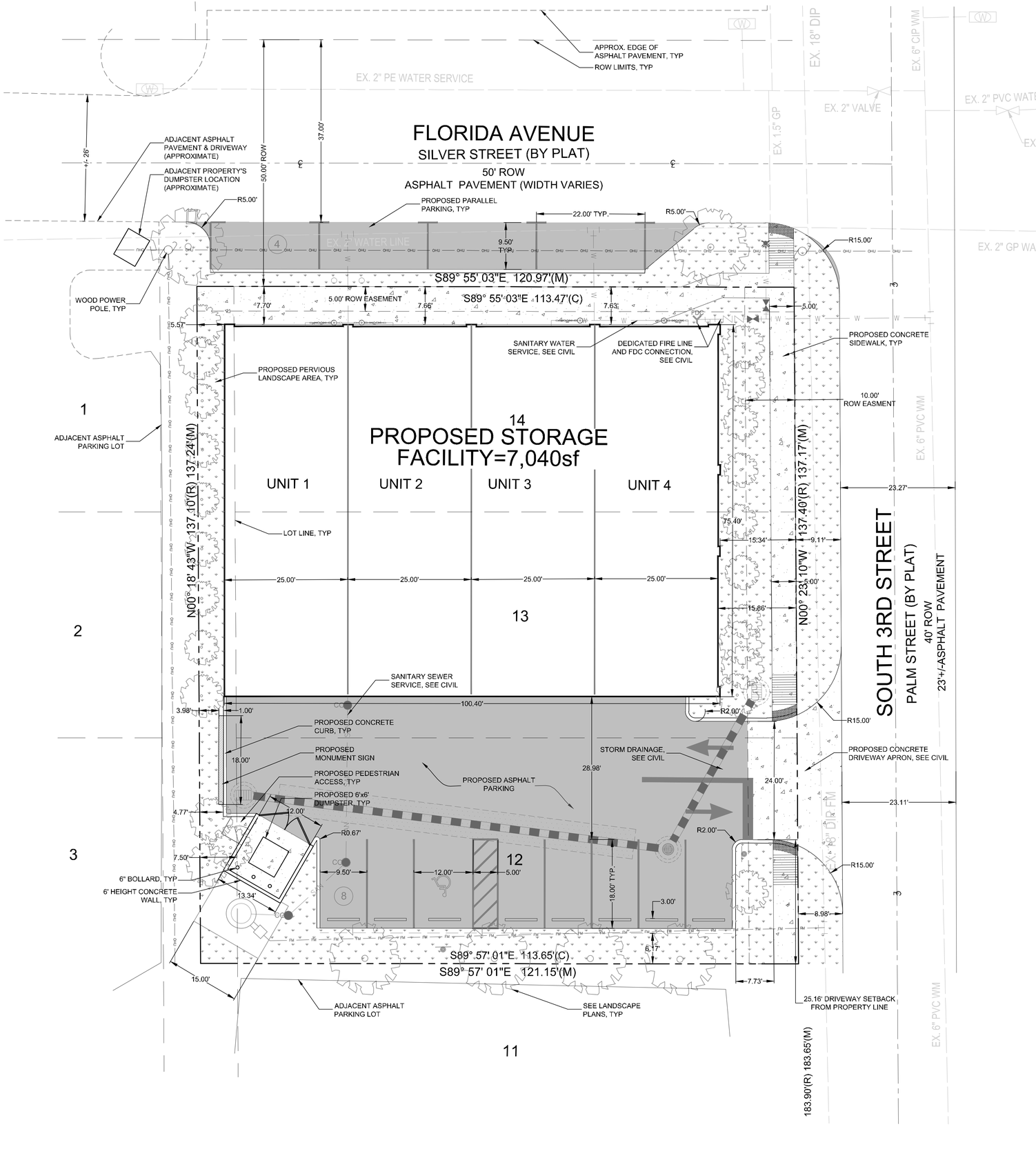
BLVD DEV CO`S S/D BLK C LOTS 12, 13 AND 14 AND E 1/2 OF VAC ALLEY ADJ ON W (MAP 24/10F).

Notes:

1. All construction shall comply with the City of Fort Pierce Code of Ordinances Sections 119 and 125.
2. All landscaping installed within the limits of the Florida Avenue right-of-way shall be maintained by the developer in accordance with an executed Landscape Memorandum of Agreement.

Location Map:





Project Team

Landscape Architect:

LANDSCAPE ARCHITECTURAL SERVICES, LLC

Brandon White | Owner
772-834-1357 | brandon@las-fl.com
Paul Goulas | Owner
772-631-8400 | paul@las-fl.com
1708 SE Joy Haven Street
Port St. Lucie, FL 34983

Owner:

DDA Realty Group LLC
11166 SW Lunata Way
Port St Lucie, FL 34987

Fort Pierce Commercial

301 Florida Ave, Fort Pierce, FL 34950

Site Plan

Revisions		
Date	Init.	Description
09.01.23	BW	Initial Submittal
11.07.23	BW	Revision 1
01.19.24	BW	Revision 2

REGISTERED LANDSCAPE ARCHITECT PAUL A. GOULAS LA 6666807 STATE OF FLORIDA

PAUL GOULAS, RLA
FLORIDA REG. # LA6666807

Drawn By:	BW
Checked By:	PG
Municipal Project:	
Scale:	

NORTH

SCALE: 1" = 10'

0 5' 10' 20'

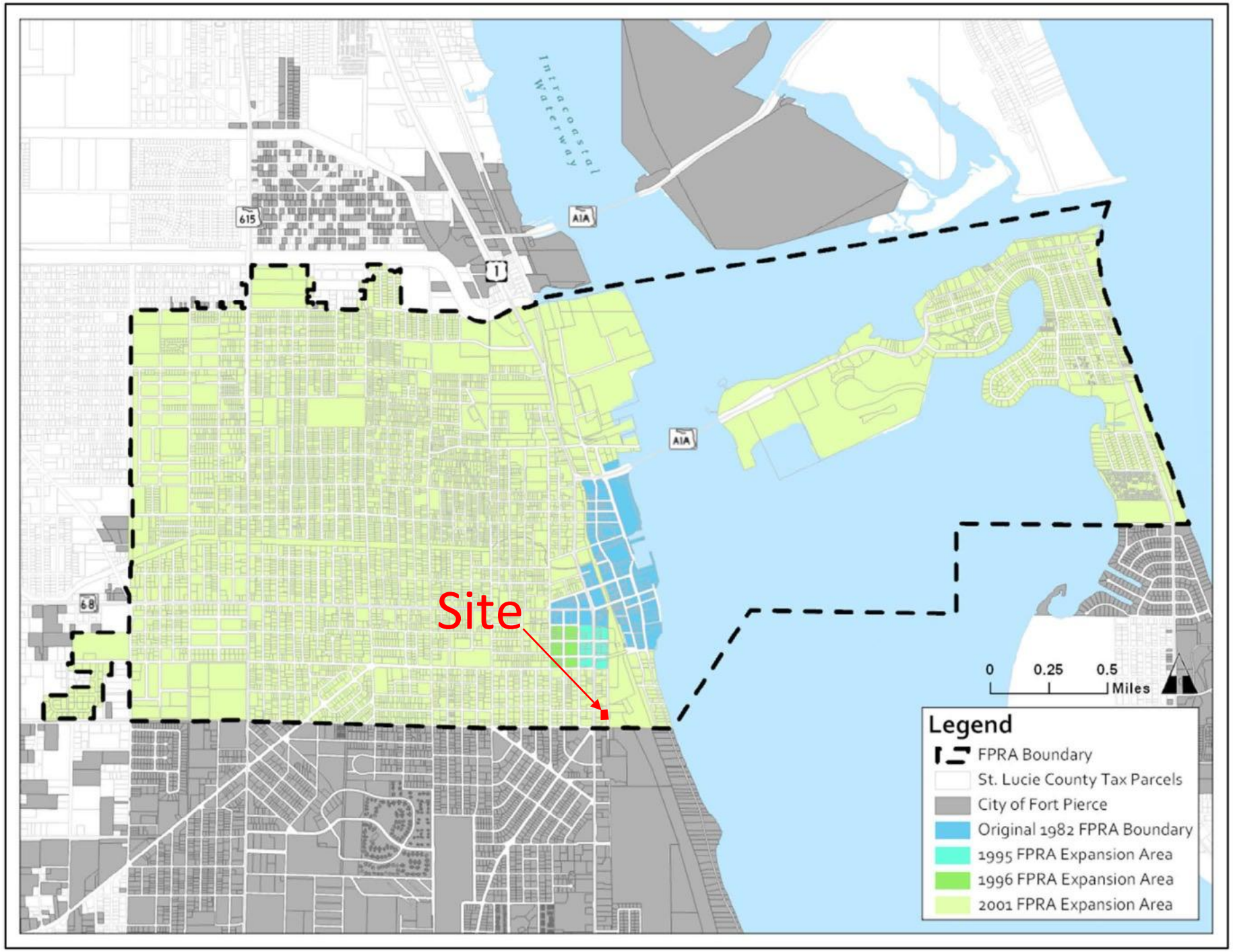
SP-1

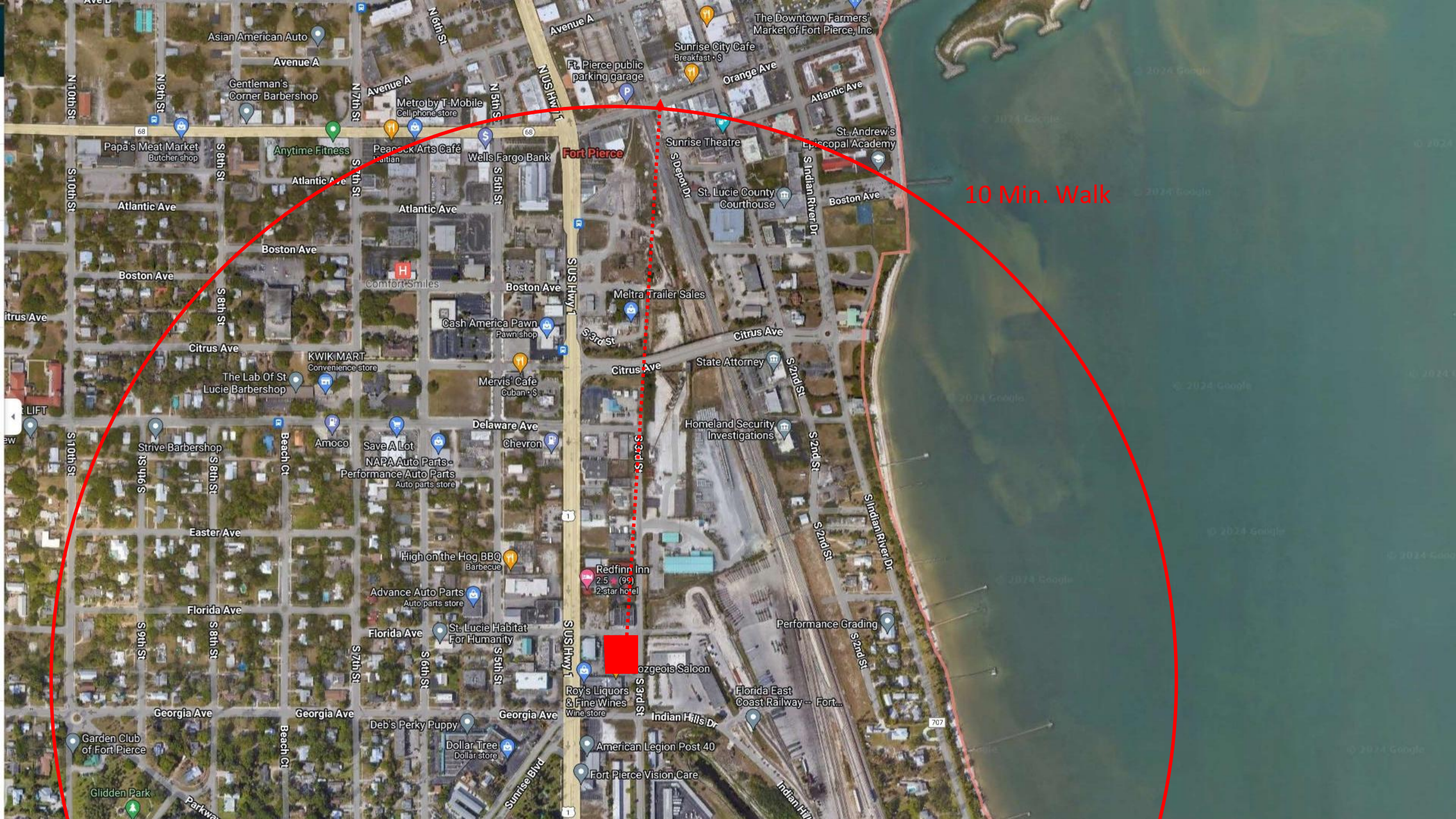
Fort Pierce Flex Space

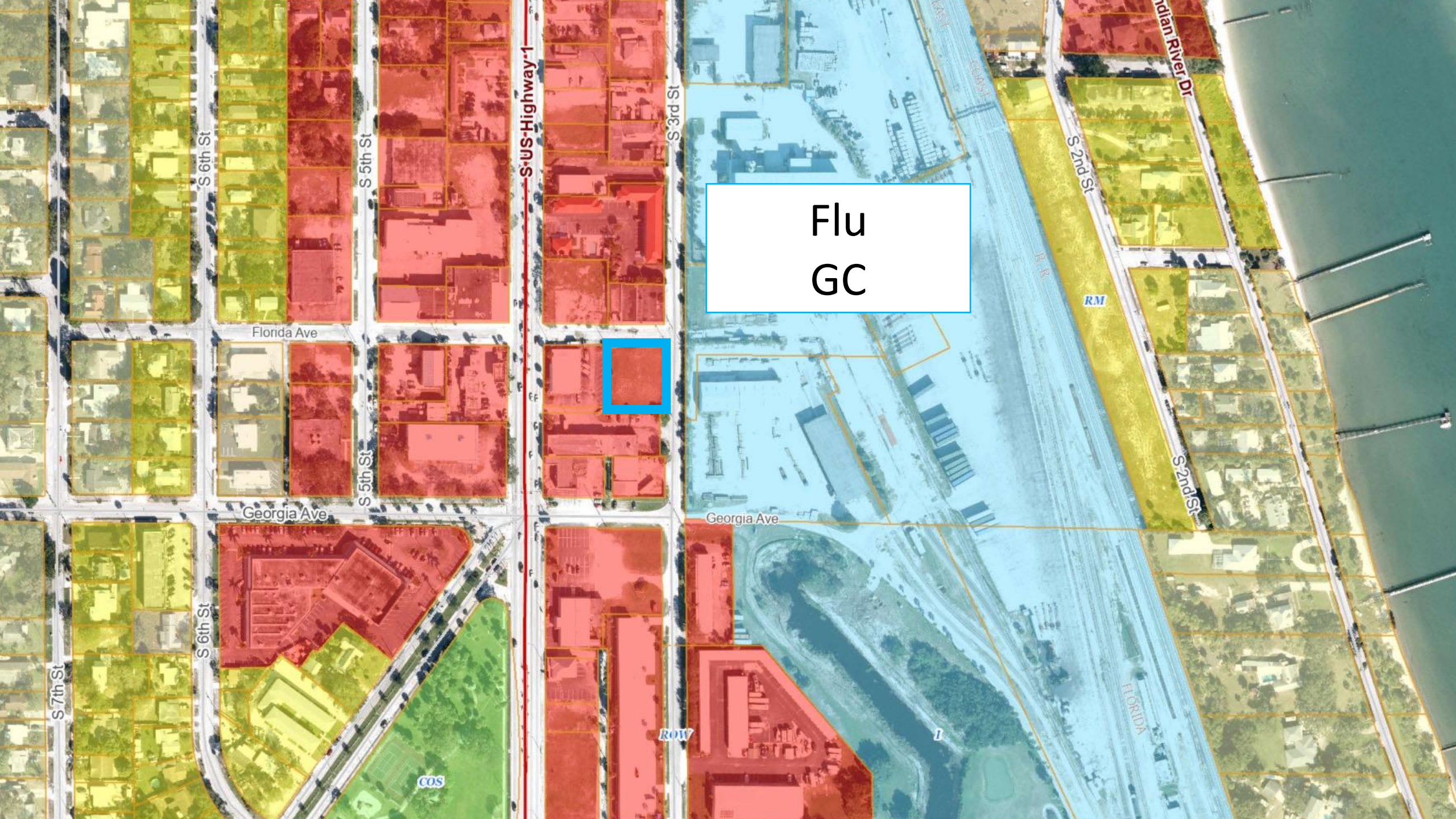
A CRA Infill Project

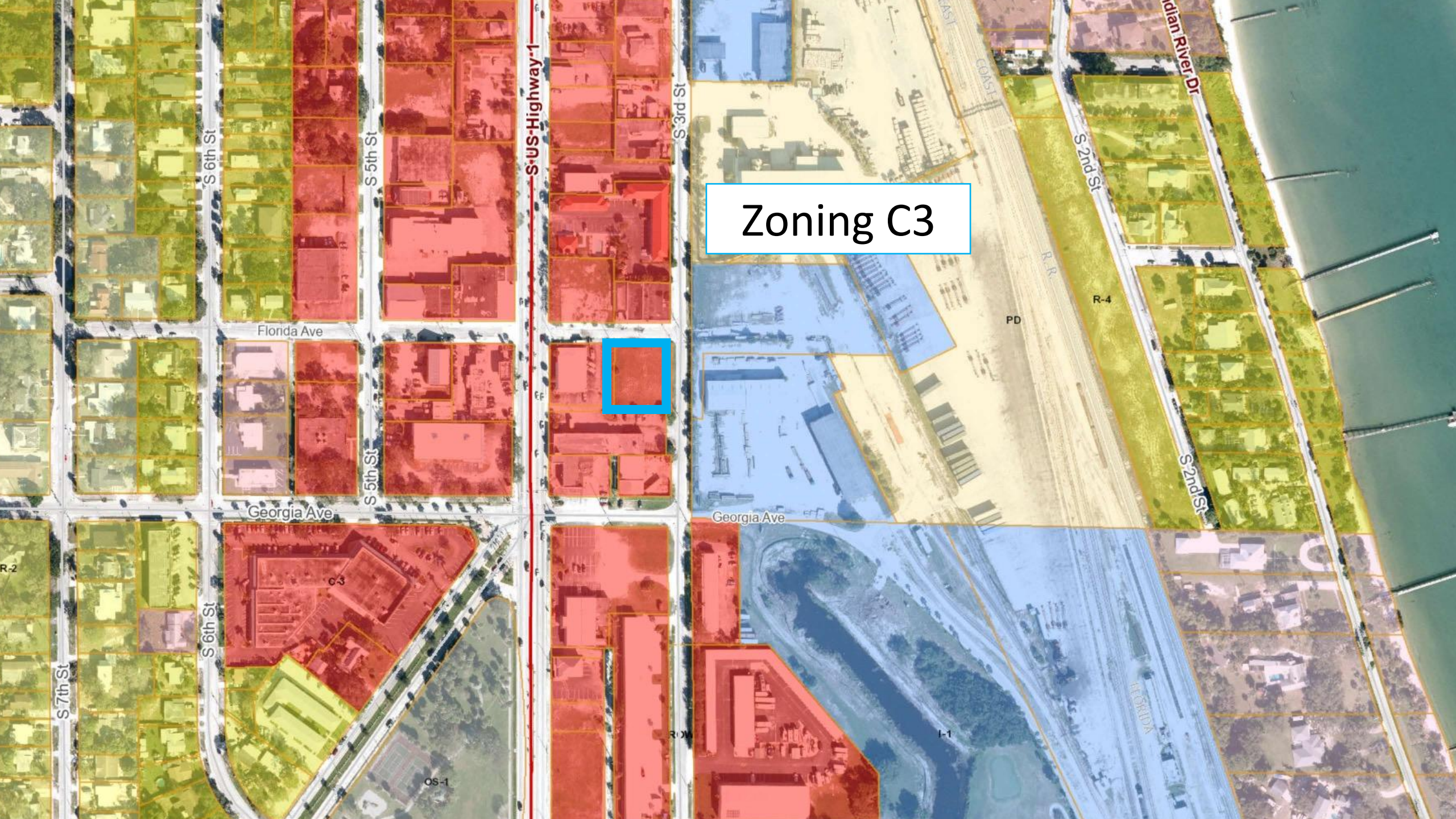
CITY COMMISSION

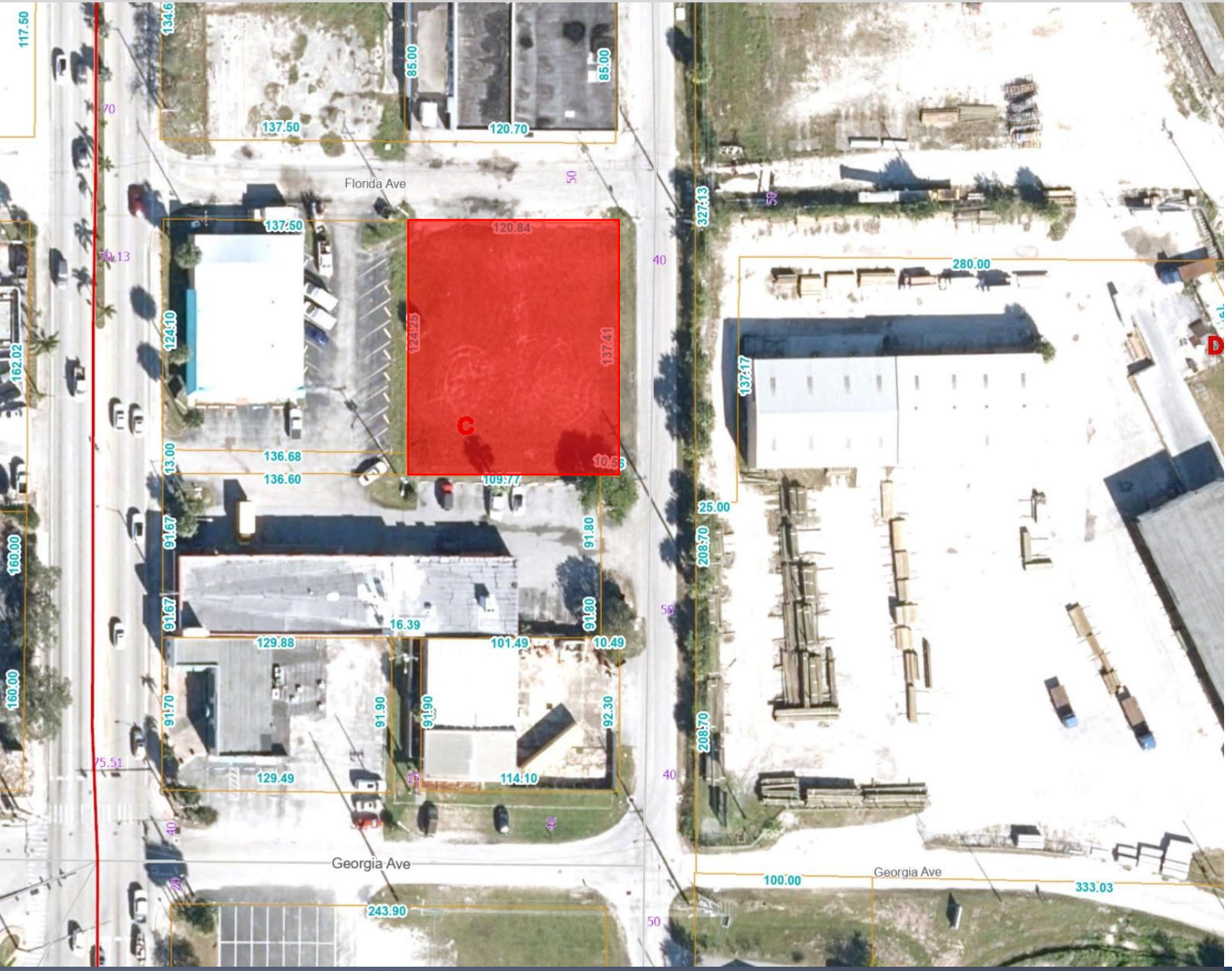
06.03.2024


Intracoastal Waterway
615
A1A
1
A1A
68
Site
0
0.25
0.5
Miles
Legend
FPRA Boundary
St. Lucie County Tax Parcels
City of Fort Pierce
Original 1982 FPRA Boundary
1995 FPRA Expansion Area
1996 FPRA Expansion Area
2001 FPRA Expansion Area

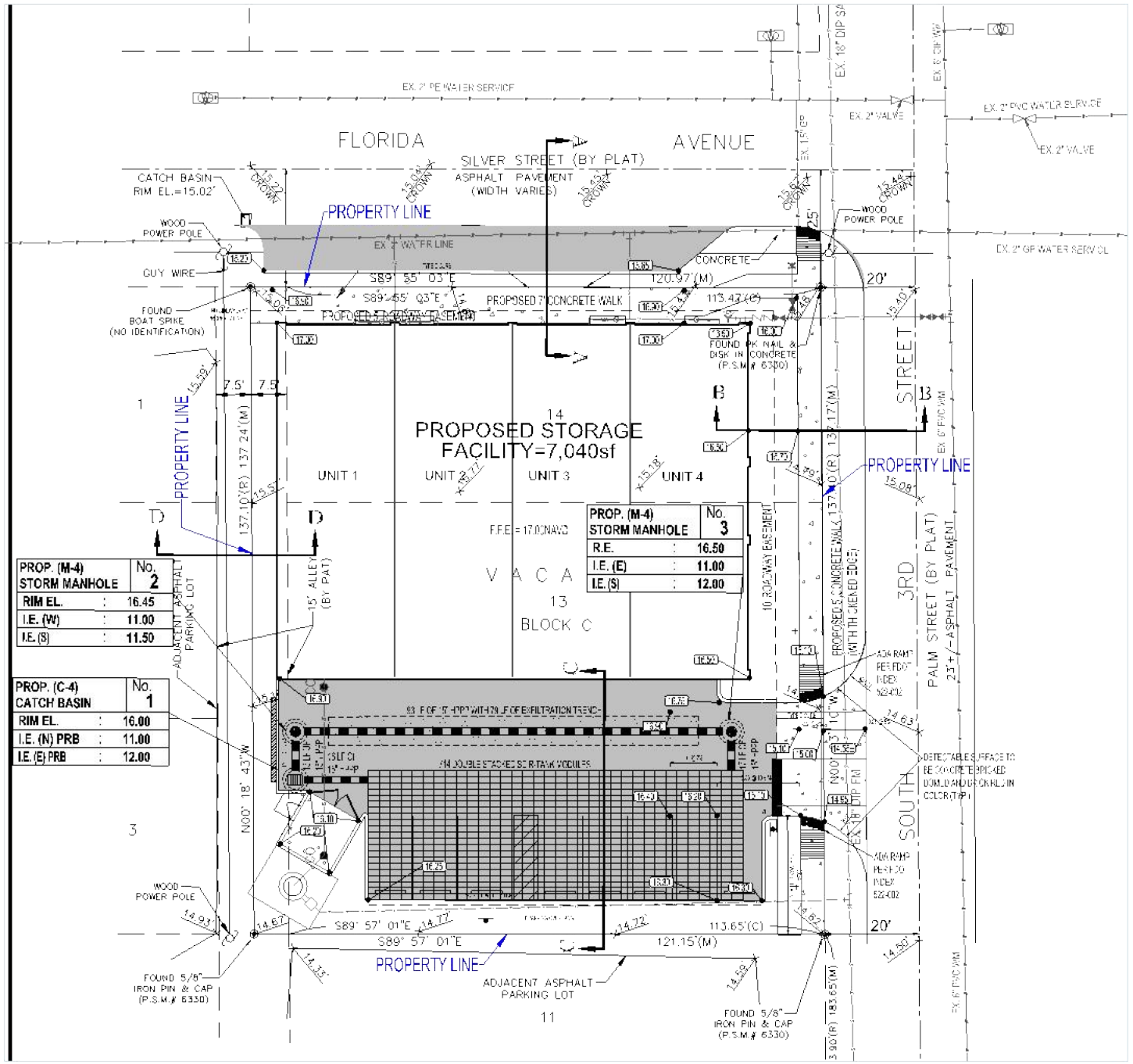

10 Min. Walk
Fort Pierce
Avenue A
Atlantic Ave
Boston Ave
Citrus Ave
Delaware Ave
Easter Ave
Florida Ave
Georgia Ave
Indian Hills Dr
Orange Ave
S US Hwy 1
N US Hwy 1
S 3rd St
S 2nd St
S Indian River Dr
S Depot Dr
Beach Ct
Sunrise Blvd
Asian American Auto
Gentleman's Corner Barbershop
Metro by T-Mobile
Cell phone store
Papa's Meat Market
Butcher shop
Anytime Fitness
Peacock Arts Café
Wells Fargo Bank
Ft. Pierce public parking garage
Sunrise City Cafe
Breakfast · $
The Downtown Farmers' Market of Fort Pierce, Inc
Sunrise Theatre
St. Andrew's Episcopal Academy
St. Lucie County Courthouse
Comfort Smiles
Meltra Trailer Sales
Cash America Pawn
Pawn shop
KWIK MART
Convenience store
The Lab Of St Lucie Barbershop
Mervis' Cafe
Cuban · $
State Attorney
Homeland Security Investigations
Strive Barbershop
Amoco
Save A Lot
Chevron
NAPA Auto Parts - Performance Auto Parts
Auto parts store
High on the Hog BBQ
Barbecue
Redfinn Inn
2.5 (99)
2-star hotel
Advance Auto Parts
Auto parts store
St. Lucie Habitat For Humanity
Performance Grading
Roy's Liquors & Fine Wines
Wine store
Florida East Coast Railway -- Fort...
Deb's Perky Puppy
Dollar Tree
Dollar store
American Legion Post 40
Fort Pierce Vision Care
Garden Club of Fort Pierce
Glidden Park


Flu
GC
S 6th St
S 5th St
S US Highway 1
S 3rd St
S 2nd St
Indian River Dr
Florida Ave
Georgia Ave
S 7th St
RM
ROW
COS
I


Zoning C3
S US Highway 1
S 6th St
S 5th St
S 3rd St
S 2nd St
Florida Ave
Georgia Ave
Indian River Dr
C-3
R-2
R-4
PD
I-1
OS-1
R/W
S 7th St



- FLU – COMMERCIAL
- ZONING – C3
- DISTRICT - CRA



PAVING, GRADING & DRAINAGE LEGEND

EXISTING	PROPOSED	ABBREV.
W	WATER MAIN W/ VALVE & FITTINGS	W
SS	SANITARY SEWER	S
SS	SANITARY SEWER MAIN	S
SS	SANITARY SEWER FORCE MAIN	S
	CATCH BASIN	
	MANHOLE	
3.52	WATER MAIN SHOT ELEVATION	3.52
	FIRE HYDRANT	
	WATER METER	
	RIGHT-OF-WAY	
	PROPERTY LINE	
	EASEMENT LINE	

CONSTRUCTION NOTES:

1. CONTRACTOR TO VERIFY ALL EXISTING UTILITIES AND ELEVATIONS PRIOR TO CONSTRUCTION. NOTIFY ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
2. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION.
3. CONTRACTOR TO COORDINATE ALL CONSTRUCTION SEQUENCING WITH OWNER TO MINIMIZE DISRUPTIONS.
4. EXISTING UTILITIES SHOWN ARE BASED ON AVAILABLE RECORDS AND FIELD SURVEY. CONTRACTOR SHALL VERIFY LOCATIONS AND DEPTHS.
5. PROTECT EXISTING TREES, LANDSCAPING, AND STRUCTURES NOT SCHEDULED FOR REMOVAL.
6. ALL DISTURBED AREAS SHALL BE RESTORED TO MATCH EXISTING CONDITIONS OR BETTER.
7. ALL CONSTRUCTION SHALL COMPLY WITH LOCAL, STATE, AND FEDERAL REGULATIONS.
8. ALL MATERIALS AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS AND APPLICABLE STANDARDS.
9. CONTRACTOR SHALL MAINTAIN ACCESS TO ADJACENT PROPERTIES AT ALL TIMES DURING CONSTRUCTION.
10. ALL DEBRIS AND EXCESS MATERIALS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF PROPERLY.
11. CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS UPON COMPLETION OF THE PROJECT.
12. ALL UTILITY CONNECTIONS SHALL BE COORDINATED WITH THE RESPECTIVE UTILITY COMPANIES.
13. CONTRACTOR SHALL IMPLEMENT EROSION CONTROL MEASURES AS REQUIRED BY THE SWPPP.
14. ALL CONCRETE SHALL BE MINIMUM 3000 PSI UNLESS OTHERWISE NOTED.
15. ALL ASPHALT SHALL BE SUPERPAVE 12.5 UNLESS OTHERWISE NOTED.
16. ALL PIPE SHALL BE RCP CLASS III UNLESS OTHERWISE NOTED.
17. ALL MANHOLES SHALL BE PRECAST CONCRETE UNLESS OTHERWISE NOTED.
18. ALL CATCH BASINS SHALL BE PRECAST CONCRETE UNLESS OTHERWISE NOTED.
19. ALL INLETS SHALL BE PROVIDED WITH GRATES UNLESS OTHERWISE NOTED.
20. ALL PIPE JOINTS SHALL BE WATERTIGHT UNLESS OTHERWISE NOTED.
21. ALL PIPE BEDDING SHALL BE CLASS B UNLESS OTHERWISE NOTED.
22. ALL TRENCH BACKFILL SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY.
23. ALL TESTING SHALL BE PERFORMED BY A QUALIFIED INDEPENDENT TESTING LABORATORY.

FLORIDA PROFESSIONAL ENGINEER

THOMAS ENGINEERING GROUP

811 KNOW WHAT'S BELOW. ALWAYS CALL BEFORE YOU DIG

REV.	DATE	COMMENT	BY

PROJECT NO. 12345
DRAWN BY JMG
CHECKED BY JMG
DATE 00/00/0000

PROJECT
301 FLORIDA AVENUE
FLEX SPACE

CLIENT
DDA REALTY GROUP

301 FLORIDA AVENUE
FLORIDA

THOMAS ENGINEERING GROUP

JASON M. GUNTER
PROFESSIONAL ENGINEER

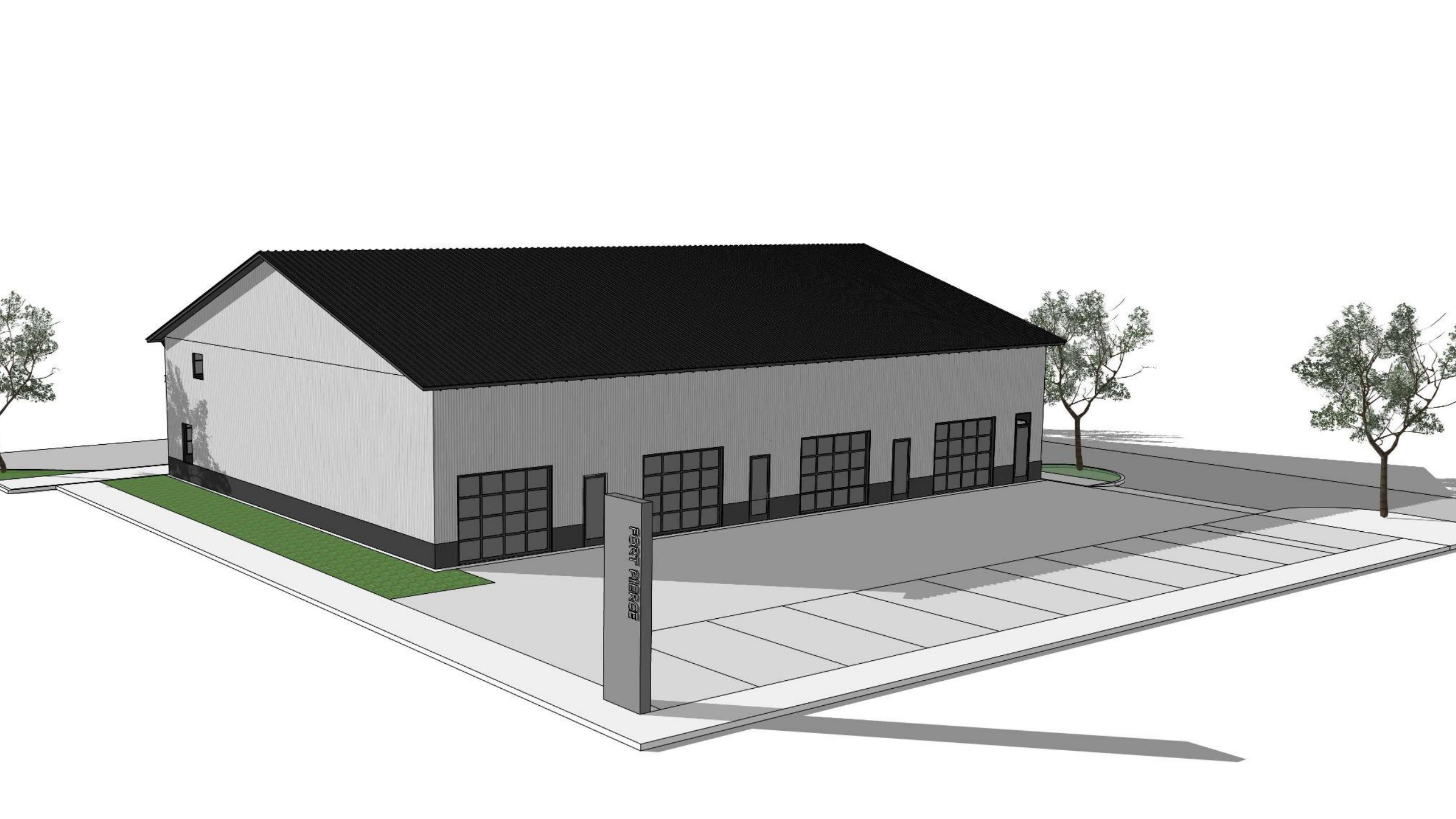
SHEET TITLE
PAVING, GRADING AND DRAINAGE PLAN

SHEET NUMBER
C-04

AUTOMOTIVE
ACHINE SHOP
Florida Ave

Florida Ave

PAINT HOUSE
PARTS & SERVICE
SALES & SERVICE
FOR SALE


FORT PIERCE

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: 301 Florida PD Zoning 24-018

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: May 19th, 2024

NOTICE BY MAIL: April 4th, 2024

NOTICE BY SIGNS: April 4th, 2024

VERIFIED BY: Kev Freeman

TITLE: Planning Director

SIGNATURE:

DATE: May 23rd, 2024

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT 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:

05/19/2024

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Legal Clerk

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CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3) (a) and 163.3187 of Florida State Statutes, will on Monday, June 3rd, 2024 at 5:05 p.m. and Monday, June 17th, 2024 at 5:05 p.m., hold Public Hearings on the enactment of the proposed ordinance in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 24-018 AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE CITY'S ZONING ATLAS AND REZONING ONE (1) PARCEL GENERALLY LOCATED AT OR NEAR 301 FLORIDA AVENUE CONTAINING APPROXIMATELY 0.38 ACRES OF LAND, MORE OR LESS, FROM GENERAL COMMERCIAL (C-3) TO PLANNED DEVELOPMENT (PD); PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

Subject Property: Parcel ID: 2410-711-0041-000-7

All interested parties may appear at the meeting and be heard with respect to the ordinance. The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
May 19 2024
LSAR0103399

City Commission Regular Meeting - 5:05 pm **12. c.**

Meeting Date: 06/17/2024

Re: Ordinance No. 24-012 - Amending Chapter 24 - Nuisances

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

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SUBJECT:

Legislative Hearing - Ordinance No. 24-012 amending the Code of Ordinances of the City of Fort Pierce, Chapter 24 - Nuisances. FIRST READING

SUMMARY:

A proposed amendment of Chapter 24:

- Creating Section 24-1 to provide for definitions.
- Creating Section 24-2 to provide powers and duties.
- Amending Chapter 24, Article II, Section 24-19 through 24-28 by
  - Replacing nuisance definitions with a detailed list of prohibited activities;
  - Establishing a nuisance abatement program; and
  - Renumbering and renaming sections.
- Amending Chapter 24, Article IV by:
  - Clarifying criteria to declare a structure a nuisance; and
  - Establishing procedures for lien enforcement.

RECOMMENDATION:

Staff recommends APPROVAL of the proposed amendments as presented.

ALTERNATIVES:

Approve with modification, or
Disapprove all amendments.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Community Response Director

COORDINATED WITH:

Community Response staff
Building Department
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

Not applicable.

Attachments

Ordinance No. 24-012 - Amending Chapter 24 - Nuisances

City Attorney approval memo
Business Impact Estimate Form - Chapter 24
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/05/2024 02:41 PM

Form Started By: Peggy Arraiz
Started On: 06/04/2024 02:46 PM
Final Approval Date: 06/05/2024

ORDINANCE NO. 24-012

AN ORDINANCE AMENDING CHAPTER 24 OF THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 24, ARTICLE I, BY CREATING SECTION 24-1 TO PROVIDE DEFINITIONS; CREATING SECTION 24-2 TO PROVIDE POWERS AND DUTIES; AMENDING CHAPTER 24, ARTICLE II, SECTION 24-19 THROUGH 24-28 BY REPLACING NUISANCE DEFINITIONS WITH A DETAILED LIST OF PROHIBITED ACTIVITIES, TO INCLUDE LANDSCAPE MAINTENANCE REQUIREMENTS, ESTABLISHING A NUISANCE ABATEMENT PROGRAM, AND RENUMBERING AND RENAMING SECTIONS THERETO; AMENDING CHAPTER 24, ARTICLE IV, SECTION BY CLARIFYING CRITERIA TO DECLARE A STRUCTURE A NUISANCE, ESTABLISHING PROCEDURES FOR ASSESSING COSTS OF ABATEMENT, AND ESTABLISHING PROCEDURES FOR LIEN ENFORCEMENT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Fort Pierce has declared that certain conditions and objects create a nuisance; and

WHEREAS, such nuisances have a direct impact on the life, health and safety of the community; and

WHEREAS the City of Fort Pierce established a nuisance abatement program in 1999 to address nuisances that exist throughout the community; and

WHEREAS, the City Commission finds it necessary to review and update the program to be consistent with current statutes and enforcement methods; and

WHEREAS, through consistent and successful enforcement of the nuisance abatement program, residents, visitors, and business owners can enjoy a safer and more friendly environment; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Chapter 24 – Nuisances, Article I – In General, Section 24-1 – Definitions, is hereby created so that the same shall read thereinafter as follows:

Sec. 24-1. Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

Department means the Department of Community Response.

Enforcement officer means any designated employee of the city whose duty it is to enforce codes and ordinances including, but not limited to, code inspectors, building inspectors, animal control officers, law enforcement officers, or fire safety inspectors.

Motor vehicle means any vehicle or conveyance which is either self-propelled or towed behind a self-propelled vehicle and is designed to travel along the ground. The term "motor vehicle" includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, trailers, go-carts, golf carts, motor homes, and recreational vehicles.

Private property means any real property within the city which is privately-owned and is not defined as public property.

Public property means lands and improvements owned by the federal government, the state, a county, or municipality and includes sovereignties' submerged lands located adjacent to the county or municipality, beaches, buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way, and similar public property.

Sec. 24-2. Powers and duties.

(1) Enforcement officers of the city shall be charged with the duty of administering the applicable standards and reporting non-compliance therewith. In furtherance of this responsibility, enforcement officers shall make such inspections, compile such facts and evidence, and prepare such reports as may be necessary to effectuate the purposes and intent of this chapter. Their findings, evidence, and reports shall be promptly forwarded to department management for review.

(2) The city's enforcement officers are hereby authorized to enter upon private property in order to enforce the provisions of this chapter and shall be immune from all civil and criminal liability while under the discharge of duties imposed herein. When necessary to obtain such entry, the city may institute appropriate proceedings to obtain a warrant.

Secs. 24-13-24-18. Reserved.

SECTION 2. Chapter 24, Article II – Property Nuisances Generally is hereby amended so that the same shall read thereinafter as follows:

ARTICLE II. - ~~PROPERTY NUISANCES GENERALLY~~ NUISANCE ABATEMENT

Sec. 24-19. Maintenance of nuisance on property prohibited.

~~No~~ It shall be unlawful for any person in charge of or in control of any object or condition within the city, whether as owner, tenant, occupant, lessee or otherwise, ~~shall~~ to

allow any such object or condition ~~defined as a nuisance by this article~~ outlined below to remain on any private or public property within the city. ~~nor shall the owner or person in control of real property within the city allow such condition or object on the property, except that t~~This article shall not apply to any object which is kept out of sight in a fully enclosed building or where the object or condition is on the property of a business which has a specific and licensed purpose consistent with the storage, maintenance or display of such object or condition and which is being operated lawfully as provided by this Code.

(1) Any foul, offensive or unlawful emissions, odors or stenches and the causes thereof including dense smoke, noxious or lethal fumes, lethal gas, soot or cinders that injures or endangers the comfort, repose, health or safety of any person~~;~~ or is offensive to the senses;

(2) Interferes with, obstructs or renders dangerous for passage on any public or private street, alley, highway, right-of-way, easement, sidewalk, stream, ditch, channel or drainage of any property;

(3) Any noises or vibrations, including animal noises, which disturb the peace of the surrounding area or are otherwise unlawful that interferes with the comfortable and quiet enjoyment of life or property;

(4) Tends to or could depreciate the value of property of any persons;

(5) Is declared otherwise by ordinance or statute to be a nuisance, unlawful or prohibited;

(6) Any accumulation of the following:

a. Trash, litter, debris, garbage, bottles, paper, plastic, metals, cans, rags, discarded tobacco products, offal, or animal excrement;

b. Tires; abandoned or inoperative appliances; mechanical equipment or parts;

c. Bricks, concrete, wood, lumber, building or construction materials, tools or machinery, not related to a lawfully issued and active building permit;

d. Junk, consisting of unsightly, worn-out, or discarded material of little or no residual value, including scrap metal, scrap lumber, wastepaper products, discarded building materials, or other debris;

e. Dead or decaying plants, (except for compost piles) or animals of any kind;

(7) Any condition which provides, or could provide, harborage for rats, mice, snakes, insects or other vermin;

(8) The pollution of any well, body of water or drainage system by sewage, dead animals, industrial wastes, debris or other substances;

(9) Stagnant or insufficiently treated water, in a pool, pond or container of any kind, including water in which algae is allowed to grow or in which mosquitos or other insects are able to breed;

(10) Blocking of drainage inlets, pipes, ditches, swales, channels, culverts or streams;

(11) Any landscaping element that is not well-maintained, including, but not limited to, lawns, hedges, bushes and trees. To comply with this section, landscaping elements shall be maintained as follows:

a. Landscaping elements shall be kept trimmed and free from becoming overgrown and unsightly where the same may constitute a blighting factor to the community;

b. All trees shall be trimmed to maintain a 7' clear height, and hedges and bushes should be trimmed to maintain a maximum of 2.5' in height except when the following conditions apply:

i. Landscaping, including but not limited to, hedges, shrubs, and bushes, used to deter graffiti, in which the hedge height is to be equal to the height of the protected fence or wall.

ii. Occupied single-family dwellings with an established landscaping plan that is routinely maintained in a neat and orderly fashion so as not to create an attractive nuisance.

iii. For parcels of 3 acres or more:

1. The landscape requirements of Sec. 24-19 (11)(b) shall be required for a 100' wide strip from every road, alley, public or private right of way and every developed parcel.

2. If a properly registered complaint pursuant to F.S. §162.06(1)(b) of any condition that constitutes a nuisance or unsafe condition under this chapter is documented with the Department, the nuisance must be abated as directed by the Department.

iv. Parcels of undeveloped property that have been classified by the state as a wetland or coastal property east of the coastal construction control line, except that the owner shall maintain a minimum 15-foot-wide strip that conforms to the standards of Sec. 24-19 (11)(b) where the parcel abuts developed real property or a public or private right-of-way.

(12) Abandoned property, meaning any personal property, including motor vehicles, left in plain view under circumstances reasonably indicating that the possessor or owner thereof has relinquished any rights of ownership therein.

(13) Wrecked motor vehicle or watercraft, meaning any motor vehicle or watercraft the condition of which is wrecked, dismantled, partially dismantled, incapable of operation by its own power or from which the wheels, engine, transmission, or other substantial part thereof is or are removed.

(14) A motor vehicle, as defined in this chapter, kept in the front yard of a residence on other than pavement unless parked in a driveway, or dedicated parking area identified through use of physical features such as landscaping bricks, railroad ties, or other distinguishing barriers and stabilized through the use of gravel or other non-permanent landscaping material other than grass.

(15) Non-operative or unlicensed motor vehicles, located and specifically restricted as follows:

a. All non-operative or unlicensed vehicles wholly or partially within any public right-of-way or on any public property are hereby prohibited.

b. On property having a land use and zoning designation for commercial use, and having a current and valid business tax receipt for an automobile, truck, or motor vehicle business, all unlicensed vehicles shall be kept, stored or maintained at least 15 feet from the paved edge of the nearest roadway at all times, and no unlicensed vehicle shall be allowed to remain on any property for a period in excess of 30 days in any 90-day period, unless such vehicle is kept, stored or maintained with a fully enclosed building or legally permitted fenced storage area. Any vehicle found on the same property, outside of an enclosed building or fenced storage area, during two separate inspections by the city more than 30 but less than 90 days apart, shall be presumed to have remained on the subject property outside of an enclosed building or fenced storage area for in excess of 30 days in any 90-day period, irrespective of whether said vehicle had been removed during said period.

c. On properties within the city not described by the immediately foregoing subsections, all non-operative or unlicensed vehicles shall be kept, stored, or maintained within a fully enclosed building at all times.

(16) Any building or structure, or part thereof, which is in a dilapidated, unsanitary, or unsafe condition, or which constitutes a fire hazard.

(17) Any building, structure, lot, place, or location where any activity in violation of law is conducted, performed maintained or allowed.

(18) Any object or condition constituting a fire hazard.

(19) Furniture kept or stored outdoors where such furniture is of the kind and sort normally and customarily kept inside such as, for example, upholstered sofas, and where such furniture is not in actual use.

(20) Any appliance kept or maintained outside in the open air and not under roof such as a garage or carport that is not properly connected to permitted utilities, is not secured so as to prevent a child or animal from being trapped inside, or both.

(21) Graffiti, which includes, but is not limited to, any unauthorized inscription, word, figure, painting or other defacement that is written, etched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of any public or

private property by any graffiti implement, including, but not limited to, aerosol paint container, marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or manmade surface.

~~**Sec. 24-20. Removal of nuisance.**~~

~~Prompt removal or abatement of any nuisance which is stored, maintained or displayed on property within the city is declared essential to the public health, safety, esthetics, general welfare and good order of the city.~~

Sec. 24-20. Authority.

The city, department, and enforcement officers, acting at the direction of the city commission, shall have the authority to and shall take steps to ensure the abatement of public nuisances in the most aggressive manner provided by the City of Fort Pierce Code of Ordinances and state law.

~~**Sec. 24-21. Definitions.**~~

~~The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Department* means the code compliance division.~~

~~*Motor vehicle* means any vehicle or conveyance which is self-propelled and designed to travel along the ground. The term "motor vehicle" includes, but is not limited to, automobiles, buses, mopeds, motorcycles, trucks, tractors, trailers, go-carts, golf carts, motor homes and recreational vehicles.~~

~~*Nuisance as a condition* means a certain state of being or situation located on property which:~~

~~(1) Injures or endangers the comfort, repose, health or safety of any person;~~

~~(2) Offends decency;~~

~~(3) Is offensive to the senses;~~

~~(4) Interferes with, obstructs or renders dangerous for passage on any public or private street, alley, highway, right-of-way, easement, sidewalk, stream, ditch, channel or drainage of any property;~~

~~(5) Renders other persons insecure in life or the use of property;~~

~~(6) Interferes with the comfortable and quiet enjoyment of life or property;~~

~~(7) Tends to or could depreciate the value of property of any persons;~~

~~(8) Is declared otherwise by ordinance or statute to be a nuisance, unlawful or prohibited;~~

(9) Any trash, litter, debris, garbage, bottles, paper, plastic, metals, cans, rags, offal, bricks, concrete, lumber, building materials, or dead or decaying plants, (except for compost piles) or animals of any kind;

(10) Any condition which provides, or could provide, harborage for rats, mice, snakes, insects or other vermin;

(11) Any noises or vibrations, including animal noises, which disturb the peace of the surrounding area or are otherwise unlawful;

(12) Any foul, offensive or unlawful emissions, odors or stenches and the causes thereof;

(13) The pollution of any well, body of water or drainage system by sewage, dead animals, industrial wastes, debris or other substances;

(14) Dense smoke, noxious or lethal fumes, lethal gas, soot or cinders;

(15) Any condition constituting a fire hazard;

(16) Blocking of drainage inlets, pipes, ditches, swales, channels, culverts or streams;

(17) The accumulation of garbage and trash in violation of section 30-26; or

(18) Any landscaping element that is not well-maintained, including, but not limited to, lawns, hedges, bushes and trees. Such landscaping elements shall be kept trimmed and free from becoming overgrown and unsightly where exposed to public view and where the same may constitute a blighting factor thereby depreciating adjoining property.

Nuisance as an object means one of the following:

(1) Junk, consisting of unsightly, worn-out or discarded material of little or no residual value, including scrap metal, scrap lumber, wastepaper products, discarded building materials, or other debris, the accumulation of which has an adverse effect upon neighborhood or city property values, health, safety or general welfare;

(2) Abandoned property, meaning any personal property, including motor vehicles, left in plain view under circumstances reasonably indicating that the possessor or owner thereof has relinquished any rights of ownership therein;

(3) Wrecked motor vehicle or watercraft, meaning any motor vehicle or watercraft the condition of which is wrecked, dismantled, partially dismantled, incapable of operation by its own power or from which the wheels, engine, transmission or other substantial part thereof is or are removed;

(4) A motor vehicle kept in the front yard of a residence on other than pavement unless parked in a driveway, whether such driveway is paved or unpaved;

(5) Any garbage; rubbish; trash; refuse; cans; bottles; boxes; container; paper; tobacco products; tires; abandoned or inoperative appliance; mechanical equipment or parts; building or construction materials; tools; machinery; wood; vessels; aircraft; farm machinery or equipment; sludge from a waste treatment facility, water supply treatment plant, or air pollution control facilities; or a

substance in any form resulting from domestic, industrial, commercial, mining or agricultural operations; or dead or decaying plants (except for compost piles) or exotic animals of any kind;

(6) Any building or structure, or part thereof, which is in a dilapidated, unsanitary or unsafe condition, or which constitutes a fire hazard;

(7) Any building, structure, lot, place or location where any activity in violation of law is conducted, performed maintained or allowed;

(8) Stagnant or insufficiently treated water, in a pool, pond or container of any kind, including water in which algae is allowed to grow or in which mosquitos or other insects are able to breed;

(9) Animal excrement;

(10) Non-operative or unlicensed motor vehicles, located and specifically restricted as follows:

a. All non-operative or unlicensed vehicles wholly or partially within any public right-of-way or on any public property are hereby prohibited, unless specifically authorized by subsection (10)b of this definition;

b. On property for which a current and valid business tax receipt has been issued for any automobile, truck, or motor vehicle business, all non-operative or unregistered vehicles shall be kept, stored, or maintained at least 15 feet from the paved edge of the nearest roadway, at all times;

c. On property having a land use and zoning designation for commercial use, and having a current and valid business tax receipt for a commercial business, all unlicensed vehicles shall be kept, stored or maintained at least 15 feet from the paved edge of the nearest roadway at all times, and no unlicensed vehicle shall be allowed to remain on any property for a period in excess of 30 days in any 90-day period, unless such vehicle is kept, stored or maintained with a fully enclosed building or legally permitted fenced storage area. Any vehicle found on the same property, outside of an enclosed building or fenced storage area, during two separate inspections by the city more than 30 but less than 90 days apart, shall be presumed to have remained on the subject property outside of an enclosed building or fenced storage area for in excess of 30 days in any 90-day period, irrespective of whether said vehicle had been removed during said period;

d. On properties within the city not described by the immediately foregoing subsections, all non-operative or unlicensed vehicles shall be kept, stored or maintained within a fully enclosed building at all times.

(11) Furniture kept or stored outdoors where such furniture is of the kind and sort normally and customarily kept inside such as, for example, upholstered sofas, and where such furniture is not in actual use;

(12) Any operable appliance kept or maintained outside in the open air and not under roof such as a garage or carport;

~~(13) Graffiti, which includes, but is not limited to, any unauthorized inscription, word, figure, painting or other defacement that is written, etched, sprayed, drawn, painted, or engraved on or otherwise affixed to any surface of any public or private property by any graffiti implement, including, but not limited to, aerosol paint container, marker, gum label, paint stick or graffiti stick, etching equipment, brush or any other device capable of scarring or leaving a visible mark on any natural or manmade surface.~~

~~*Private property* means any real property within the city which is privately-owned and is not defined as public property.~~

~~*Public property* means lands and improvements owned by the federal government, the state, a county or municipality and includes sovereignties submerged lands located adjacent to the county or municipality, beaches, buildings, grounds, parks, playgrounds, streets, sidewalks, parkways, rights-of-way and similar public property.~~

Sec. 24-21. Nuisance Abatement Program.

In order to protect the public health, safety, and welfare of the city, the city commission finds it necessary that lands and property within the city be cleared of substances and materials which present a fire hazard or other health hazard, or which are considered to be unsafe and a nuisance to the general public.

There is hereby established a public nuisance abatement program for the purpose of abating the public nuisances defined in section 24-19 in this chapter. The owner of any property located within the City of Fort Pierce who creates, suffers, or permits a nuisance to exist upon his or her property, shall be responsible for abating the nuisance and, if the owner fails to abate the nuisance in accordance with the notice given pursuant to this chapter, the city may abate the nuisance and the city shall be reimbursed for the costs associated with the abatement pursuant to the provisions of this chapter for the recovery of those costs.

~~**Sec. 24-22.** Procedure for removal of nuisance.~~

~~(1) *Notice.*~~

~~Upon determination by the department that a nuisance exists in violation of this article, the department shall notify in writing the record owner of the property upon which the nuisance is located, and shall demand that such owner cause the condition to be remedied. Notice shall be given by certified mail, addressed to the owner of the property described as such owner's name and address is shown upon the record of the county office, and the notice shall be deemed complete and sufficient when so addressed and deposited in the United States mail with proper postage prepaid.~~

~~(2) In addition, a written notice shall be posted in a location on the property where, in the judgment of the department, such sign will be conspicuously visible to passersby. The notice shall be in substantially the following form:~~

Notice to the owner and all persons interested in the described nuisance. This nuisance, to wit: (setting forth brief description) is unlawfully upon the following property: (setting forth brief location). The owner or other effected individual must either remove or abate the nuisance within ten days or request a hearing pursuant to section 1-74 of the city Code of Ordinances. Failure to either remove the nuisance or to request a hearing will be deemed a waiver of the right to a hearing and the city will then cause an immediate removal or abatement of the nuisance and if removed, will dispose of it in the manner provided for by law. The owner or effected individual will be liable for the costs of removal, abatement, storage, disposition and publication of notice. Such costs will be imposed as a lien on the property if not otherwise paid within 30 days after receipt of the billing. Dated this: (setting forth the date of posting of notice), signed: (setting forth name, title, address, and telephone number of code enforcement official).

b. If the nuisance is a motor vehicle, the department shall contact the department of highway safety and motor vehicles, if sufficient information on the vehicle is available so as to permit its identification, in order to determine the name and address of the current owner and any person who has filed a lien on the vehicle as provided in F.S. § 319.27(2) or (3).

On receipt of this information, the official shall mail a copy of the notice, both by regular mail and certified mail, return receipt requested, to the owner and to the lien holder, if any, and if different from the owner of the property on which the vehicle was located.

If, at the end of ten days after mailing and posting of notice, the nuisance has not been abated or removed from the property, the city itself may abate or remove the nuisance. Unless within such period of time there is filed with the city a request for hearing pursuant to chapter 1, article II, division 2.

Officials and employees of the city shall be immune from civil or criminal prosecution for reasonably good faith trespass upon real property in the discharge of duties imposed by this article and for any further liability incident to abatement or removal and disposition of the nuisance. The owner of the property upon which nuisance is located, and, if different, the person responsible for storing, maintaining or displaying such nuisance, shall be liable for all expenses incurred by the city for abatement or removal and disposition of the nuisance and for the costs of publishing notices required by the article.

(2) *Right to hearing.* If the person charged with a violation of this article makes written request for a hearing within the time provided by this section, such hearing will then be conducted all within the manner specified by chapter 1, article II, division 2. Failure to timely request such hearing will be deemed a waiver of the right to a hearing and acknowledgment of the violation as charged, whereupon the department may cause the nuisance to be abated or removed and disposed of as appropriate, as provided by sections 24-23 and 24-24,

~~whether through destruction or sale, with any retained salvage value to be applied against the cost of removal and disposition, unless the cost is paid by the owner or other individual, in which case the salvage value will be remitted to the owner. Any expense borne by the city not voluntarily reimbursed by the owner may be recovered against the owner in the manner provided for by law.~~

Sec. 24-22. Supplemental means of enforcement.

(1) The nuisance abatement program is a supplemental means of enforcing city codes and ordinances. A public nuisance also constitutes a code violation, and the city is not limited to a choice of remedy to ensure compliance with its codes. Code compliance proceedings are punitive and involve daily fines levied against the subject property. Nuisance abatement pursuant to this chapter is remedial in nature and specifically designed to immediately, or as soon as practicable, bring the property into compliance, thereby protecting the public welfare and directly improving and benefiting the property upon which the nuisance is abated, the cost of which, if completed by the city may be assessed against the property.

(2) In addition to nuisance abatement proceedings, if the city institutes code compliance proceedings against a property for an occurrence of a violation, once the subject violation/nuisance is abated, that occurrence of the code violation shall cease, and no further code compliance penalties may accrue for that specific occurrence.

(3) Repeat nuisance violations. Following the first notice under this chapter to abate a nuisance as described herein, any subsequent violation of the same nuisance classification(s) on the same property within a 12-month period may be abated by the city without further notice so long as the initial notice and order of abatement specifically provides for such subsequent abatement therein.

~~**Sec. 24-23. Notification of owner and other interested parties following removal by city.**~~

~~(a) *Notice.*~~

~~(1) Upon taking possession of the nuisance, if an object or thing, the department of code enforcement shall furnish notice in accordance with this section by regular mail to the owner of the property upon which such nuisance was located and to the owner of the object or thing, if known to be different, at the last known address, on or after ten days of the date when possession of the object or thing was taken. If the nuisance is a motor vehicle, notification of possession or removal shall also be provided to any lien holders. Such notice shall provide the following information:~~

~~a. The name and address of the property owner, lien holder, if any, and owner of the object or thing, if known to be different from the owner of the property;~~

~~b. A description of the object or thing, and, if a motor vehicle, or vehicle, its year, make, model, serial number, registration number and title registration number,~~

~~to the extent known;~~

~~c. The date such nuisance was removed;~~

~~d. The location from which the nuisance was removed;~~

~~e. The location where any such object or thing is being stored.~~

~~(2) The notice shall also advise the person or persons to whom it is addressed that the object or thing may be reclaimed upon payment to the city of all charges incurred by the city in its removal and storage, including the costs of notification required by this article, except that if such reclamation is not made within 30 days after date of the notice the right to reclaim the object or thing, as well as all right, title and interest of any lien holder, if a motor vehicle or vessel, shall be deemed to be waived and such person shall be deemed to have consented to its disposition or possession by the city.~~

~~(b) *Notice by publication.* If the object or thing constituting nuisance is a motor vehicle or vessel and there is inability to identify the current owner, it shall be sufficient notice under this section to publish the notice described above once in a newspaper of general circulation in the city. Such notice by publication may include multiple listings of objects and things.~~

~~(c) *Documentation filed with the state.* If the nuisance is a motor vehicle, a copy of any notice required in this section, as well as a copy of any certificate of sale issued hereunder by the city, shall be forwarded to the state division of motor vehicles.~~

Sec. 24-23. Notice.

Upon determination by the department that a nuisance exists that qualifies for abatement under the nuisance abatement program, notice shall be provided to the owner or other interested party in the following manner. These notices may be done concurrently or separately as determined by the department.

(1) A Notice of Violation detailing the nature of the nuisance(s) shall be mailed to the owner of the property regular mail.

(2) The matter shall be scheduled for a hearing before the Special Magistrate in which the enforcement officer will request that the property be declared a nuisance. Notice of such hearing shall be completed in accordance with F.S. § 162.12.

(3) A copy of the hearing notice and a copy of the notice of violation shall be posted at a location on the property where, in the judgement of the department, such posting will be conspicuously visible. The posting shall be in substantially the following form:

Notice to the owner and all persons interested in the described nuisance.

This nuisance, to wit: (setting forth brief description) is unlawfully upon the following property:

(Setting forth brief location).

A hearing on this matter has been scheduled before a Special Magistrate for the City of Fort Pierce. Should the Special Magistrate confirm the existence of the nuisance, the city will then cause the removal or abatement of the nuisance and if removed, will dispose of it in the manner provided for by law. The owner or affected individual will be liable for the costs of removal, abatement, storage, disposition, and publication of notice. Such costs will be imposed as a lien on the property if not otherwise paid within 30 days after receipt of the billing. For an unpaid lien, the city may institute foreclosure proceedings, as provided by law.

Dated this: (setting forth the date of posting of notice)

Signed: (setting forth name, title, address, and telephone number of code enforcement official)

~~**Sec. 24-24. Removal and disposition of motor vehicles.**~~

~~In the event a motor vehicle is declared by the department to be a nuisance in violation of this article, upon notice as provided by section 24-22, and upon an interested party's failure to timely request a hearing before the special magistrate then, in such event, the department may elect, in lieu of exercising procedures specified in section 24-23, to notify the police department. The police department shall then assign a tow truck operator to remove the vehicle all within the manner provided for by chapter 34, article IV, the provisions of which are incorporated within, and adopted for this article.~~

Sec. 24-24. Nuisance Abatement Hearings.

A hearing shall be held before the Special Magistrate to determine the following: (a) if a nuisance exists in violation of the city's code of ordinances, (b) if the nuisance poses a threat to the public health, safety, and welfare of the city, and (c) if the violation should be addressed through the Nuisance Abatement Program. The Special Magistrate may order the violator to pay a fine in an amount specified for each day the violation continues past the date set for compliance. In addition, if the violation qualifies for the Nuisance Abatement Program, the Special Magistrate shall order the city to make all reasonable repairs or take the necessary abatement measures that are required to bring the property into compliance and charge the violator with the cost of the repairs along with the fine imposed.

~~**Sec. 24-25. Alternative remedies**~~

~~As an alternative to the procedures set forth in this article to the extent such procedures involve abandoned vehicles on public property, F.S. § 705.103 et seq. is hereby incorporated by reference in this article as if fully set forth herein. If the department, in such department's discretion, shall pursue a remedy pursuant to the aforesaid section, the department shall comply completely and fully with its provisions.~~

Sec. 24-25. Enforcement of lien.

(1) If the city causes the nuisance to be abated in accordance with the order of the Special Magistrate, such expense shall become payable within 30 days, after which a lien and charge will be made upon the property, which shall be payable with interest at the rate of six percent per annum from the date the expense is recorded in the financial records of the city until paid. There shall be included in such assessment an additional charge in the amount established by resolution for administrative costs incurred by the city.

(2) Such lien shall be enforceable in accordance with Chapter 1, Article II, Division 2 of these Code of Ordinances and/or F.S. 162.09, to include foreclosure.

~~**Sec. 24-26. Discarding of object or thing as nuisance.**~~

~~It shall be unlawful for any person to discard or abandon any object or thing defined in this article as a nuisance upon a lot or premises not owned or occupied by such person without the consent of the owner thereof or the person occupying the same.~~

~~**Sec. 24-27. Penalties.**~~

~~Any person who has violated or who has been cited for violation of any of the provisions of this article shall be subject, in addition to the provisions of this article, to all provisions regarding enforcement of ordinances contained in this Code, including, but not limited to, reference of the violator to the special magistrate.~~

~~**Sec. 24-28. Enforcement of lien.**~~

~~(a) If, following initial notification of violation, no hearing has been timely requested and the nuisance has not been remedied, or a hearing was held and concluded adversely to the property owner, the department may cause the nuisance to be abated as described in this article, at the expense of the property owner.~~

~~(b) After abatement of the nuisance, the department shall certify to the finance director the expense incurred in abating the nuisance and shall include copies of all notices above described and a copy of any order entered by the special magistrate, whereupon such expense shall become payable within 30 days, after which a lien and charge will be made upon the property, which shall be payable with interest at the rate of six percent per annum from the date of such certification until paid. There shall be included in such assessment an additional charge in the amount established by resolution for administrative costs incurred by the city.~~

~~(c) Such lien shall be enforceable in the same manner as a tax lien in favor of the city, and shall constitute a first priority assessment lien against the effected property, superior to all liens except any lien for taxes. Said lien may be foreclosed as provided by law. Upon payment of such lien, the clerk of the circuit court shall, by appropriate means, evidence the satisfaction and cancellation of such lien upon the record thereof and notify the tax collector of such satisfaction. Notice of the aforesaid lien may be filed in the office of the clerk of the circuit court and recorded upon the other public records of the city.~~

~~(d) The finance director shall keep complete records relating to the amount payable for liens above-described and the amounts of such liens shall be included in tax statements for ad valorem taxes thereafter submitted to the owners of lands subject to such liens.~~

Secs. 24-2~~9~~6—24-59. Reserved.

SECTION 3. Chapter 24, Article IV – Buildings and Structures, Section 24-107 - Generally is hereby amended so that the same shall read thereinafter as follows:

Sec. 24-107 Generally.

(a) The city commission shall have power to provide by resolution for the removal and/or abatement of any building or structure that constitutes a menace to business, health, or safety, or any building or structure that constitutes a fire hazard ~~or which is unsightly, or does not conform in architecture to adjacent or surrounding buildings~~ which are hereby designated and declared to be a nuisance~~;~~.

(b) ~~that t~~The city commission shall have the power to designate other things that may constitute a nuisance.

(c) When any such building or structure shall have been declared a nuisance by resolution of the city commission and its removal or destruction required in such resolution as a nuisance and/or menace to business, health, safety, or as constituting a fire hazard ~~or because said building or structure is unsightly or does not conform in architecture to adjacent or surrounding buildings~~, such resolution shall require the owner, agent or any person, firm or corporation having a lien on or interest in said building or structure, which lien or interest is a matter of record in the public records of the county of such building or structure to show cause, at a time and place to be fixed and named by the resolution, why said building or structure should not be by the city commission condemned and its removal or destruction required.

(d) Notice of ~~which~~ such hearing shall be made by mailing by ~~registered or~~ certified mail a certified copy of said resolution to the hereinbefore named persons, firms, or corporations at least ten days prior to the date of said hearing by the city clerk.

(~~b~~e) After such hearing, if no good and sufficient cause be shown to the contrary, the city commission shall pass a resolution requiring the removal or destruction of such building or structure within a reasonable time to be named by the city commission in said resolution.

(~~c~~f) If such building or structure ~~be~~ is not removed or destroyed within the time fixed by said resolution the city commission may:

(1) By order, authorize the removal or destruction of the said building or structure in the name of the city.

(2) The cost of the removal and/or destruction of the building or structure hereinbefore referred to ~~shall be charged against the real estate upon which such building or structure shall be located and shall constitute a lien thereon superior in rank and dignity to all other liens, encumbrances, titles and claims to or against the real property involved whether or not recorded prior to the lien herein. The lien thereon shall continue until such costs of removal or destruction, including interest on such cost, together with all costs reasonably incurred in connection therewith, for the filing, recording, enforcement, foreclosure or otherwise of said lien, including reasonable attorney fees and costs through the appellate level shall have been fully paid off and discharged.~~ shall become payable within 30 days, after which a lien and charge will be made upon the property, which shall be payable with interest at the rate of six percent per annum from the date the expense is recorded in the financial records of the city until paid. There shall be included in such assessment an additional charge in the amount established by resolution for administrative costs incurred by the city.

(3) ~~By action in equity in the name of the said city, cause the same to be destroyed or removed in procedure in substantial compliance with the general laws of the state providing for the abatement of nuisances. The final decree of the court in~~

~~such cause may provide for the removal and/or destruction of such building within a time to be fixed by such decree and may further provide that upon the failure of the parties required to remove and/or destroy such building that the city cause the same to be destroyed and/or removed and that the cost of such removal and/or destruction shall be charged against the real estate upon which such building may be located, and be and constitute a lien thereon until such cost of removal, including interest on such cost and a reasonable solicitor's fee to be fixed by the court, shall have been fully paid off and discharged.~~ Such lien shall be enforceable in accordance with Chapter 1, Article II, Division 2 of these Code of Ordinances and/or F.S. 162.09. A certified copy of the lien shall be filed with the Clerk of Court and thereafter shall constitute a lien against the land on which the nuisance existed and upon any other real property owned by the violator.

SECTION 4. All ordinances of parts of ordinances in conflict herewith are andthe same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This ordinance is and the same shall become effectiveimmediately upon final passage hereof.

SECTION 6. 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 ordinance, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

APPROVED AS TO
FORM AND 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. _____ was duly advertised by title only in the St. Lucie News Tribune on _____ and _____; 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 _____; and was duly introduced, read by title only, and passed on second and final reading on _____, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____ 2024.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: PEGGY ARRAIZ, COMMUNITY RESPONSE DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: CHAPTER 24 - NUISANCES - FULL VERSION FOR FINAL REVIEW

CAO RLS FILE: RLS 24-79

DATE: MAY 14, 2024

I have reviewed the above Request for Legal Services (RLS). I have made significant changes to the formatting and order of this Ordinance as well as suggested changes to the content. Such is uploaded in a Track Changes and a Clean Copy Version for your review.

If the changes in the Clean Copy Version are acceptable to you, it is approved as to form and correctness. If any additional changes are desired, please resubmit this Ordinance for further review.

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

Thank you.
SH/mm

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

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1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

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.

CHAPTER 24 - NUISANCE ABATEMENT

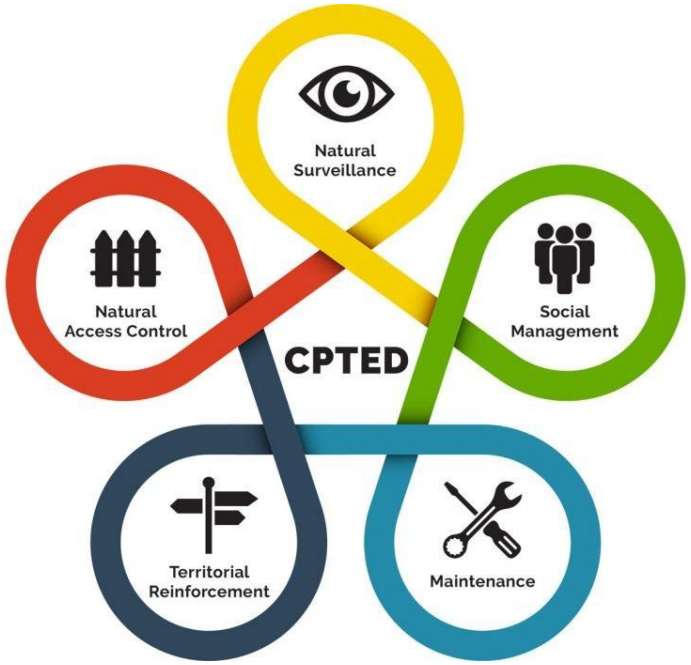
PROPOSED ORDINANCE AMENDMENTS

June 17, 2024

SUMMARY OF CHANGES

- Definitions are only for clarification of specific terms.
- Old definitions are incorporated into the code.
- CPTED (Crime Prevention Through Environmental Design), which was previously adopted by resolution, is added to the ordinance.
- It officially creates a “Nuisance Abatement Program”.
- Changes penalties and liens from being a separate type of lien to be consistent with code enforcement liens.

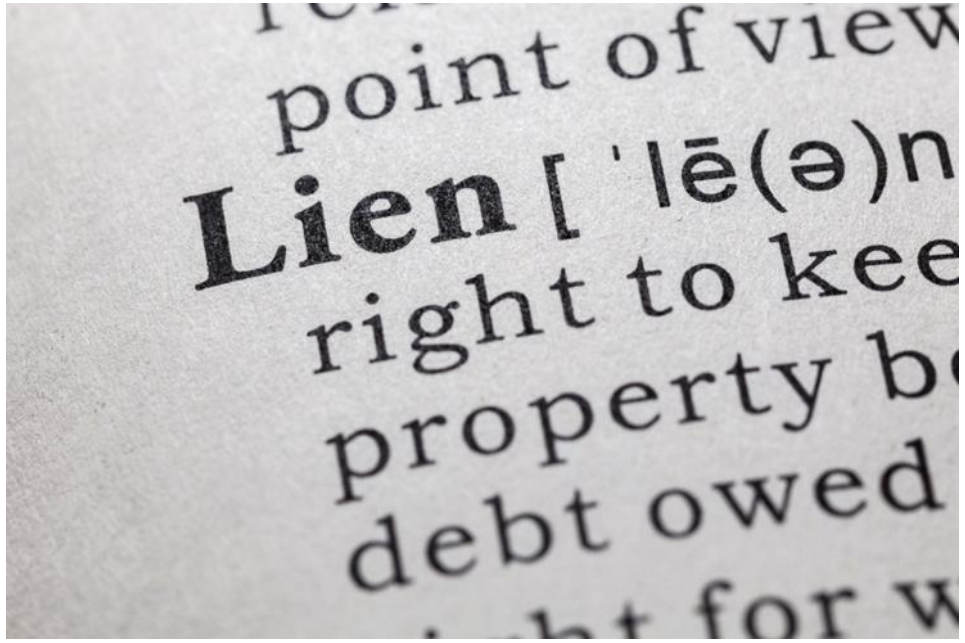
CHAPTER 24, ARTICLE II NUISANCE ABATEMENT



- The conditions previously listed as a definition is fully incorporated into the code as a violation.
- CPTED guidelines previously adopted by resolution are fully incorporated into the code as a violation.
- Creates the Nuisance Abatement Program:
  - Changes process for addressing nuisance abatement violations (lot clearing, vacant buildings, etc.).
  - Updates notice requirements.
  - Provides for the Special Magistrate, by a written order, to declare a nuisance and order its abatement.
  - Addresses repeat violations.
- Standardizes how liens are imposed and enforced. (eliminates “lot clearing liens”)

CHAPTER 24, ARTICLE IV BUILDINGS AND STRUCTURES

- Minor amendments to address what constitutes a nuisance building/structure.
- Standardizes how liens are imposed and enforced. (eliminates "demolition lien")



QUESTIONS?

City Commission Regular Meeting - 5:05 pm **12. d.**

Meeting Date: 06/17/2024

Re: Ordinance No. 24-XXX - Amending Chapter 1, Article II - Code Enforcement

Submitted For: Peggy Arraiz, Code Compliance Manager, Code Enforcement

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SUBJECT:

Legislative Hearing - Ordinance No. 24-013 - An ordinance amending the Code of Ordinances of the City of Fort Pierce, Chapter 1, Article II - Code Enforcement. FIRST READING

SUMMARY:

A proposed amendment of Chapter 24 to provide for the following:

- Amending Article II, Division 1 to provide definitions, establishing procedures for code enforcement hearings and provide power and duties.
- Amending Article II, Division 2 to add regulations for imposing fines and assessing liens, provide for lien reductions and to provide for unenforceable liens.
- Amending Article II, Division 3 amending how citations are processed and amending the violations classes.

RECOMMENDATION:

Staff recommends APPROVAL of the proposed amendment as presented.

ALTERNATIVES:

Approve with modification.
Disapprove all amendments.

RESPONSIBLE STAFF:

Margaret M. Arraiz, Director of Community Response

COORDINATED WITH:

Building Department
Janey Vanderhorst, Deputy Director of Community Response
City Attorney's Office

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance No. 24-013 - Amending Chapter 1, Article II - Code Enforcement
Memo from City Attorney - Final Review in Ordinance Format

Business Impact Estimate Form - Chapter 1
Presentation

Form Review

Inbox	Reviewed By	Date
City Manager	Peggy Arraiz	04/05/2024 04:17 PM
City Manager	Nick Mimms	06/06/2024 03:23 PM

Form Started By: Peggy Arraiz Started On: 04/05/2024 03:21 PM
Final Approval Date: 06/06/2024

ORDINANCE NO. 24-013

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 1 – GENERAL PROVISIONS, ARTICLE II – CODE ENFORCEMENT**; AMENDING CHAPTER 1, ARTICLE II, DIVISION 1, BY CREATING SECTIONS 1-41 THROUGH 1-47 TO PROVIDE FOR A TITLE, PROVIDE FOR INTENT, CREATE DEFINITIONS, ESTABLISH PROCEDURES FOR CODE ENFORCEMENT HEARINGS, AND PROVIDE POWERS AND DUTIES; AMENDING CHAPTER I, ARTICLE II, DIVISION 2 BY DELETING SECTIONS 1-69 THROUGH 1-76 THAT WERE ADDED TO DIVISION 1; AMENDING CHAPTER 1, ARTICLE II, DIVISION 2 BY TITLE; AMENDING CHAPTER 1, ARTICLE II, DIVISION 2 BY AMENDING AND ADDING SECTIONS 1-77 THROUGH 1-81 TO ADD REGULATIONS FOR IMPOSING FINES AND ASSESSING LIENS, PROVIDE FOR LIEN REDUCTIONS, AND TO PROVIDE FOR UNENFORCEABLE LIENS; AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 BY TITLE; AMENDING CHAPTER 1, ARTICLE II, DIVISION 3 BY DELETING SECTION 1-99 DEFINITIONS, AMENDING HOW CITATIONS ARE PROCESSED, AND AMENDING THE CLASSES OF VIOLATION; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City of Fort Pierce has established rules that regulate how code enforcement actions are taken; and

WHEREAS, these rules include the appointment of and assignment of duties for the role of the Special Magistrate; and

WHEREAS, the City Commission finds it necessary to periodically review and update these rules to be consistent with current statutes and enforcement methods; and

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Chapter 1 – General Provisions, Article II – Code Enforcement, Division 1 – Generally is hereby amended so that the same shall read thereinafter as follows:

Sec. 1-41. Short title.

This article shall be known as the "City of Fort Pierce Municipal Code Enforcement Ordinance".

Sec. 1-42. Intent.

The position of the city special magistrate exists to promote, protect, and improve the health, safety, and welfare of the citizens of the city by providing an equitable, expeditious, and effective method of enforcing the codes in force in the city.

Sec. 1-43. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Citation means the notice issued by a code enforcement officer in a form prescribed by the city and shall contain:

(1) The date and time of issuance.

(2) The name and address of the person to whom the citation is issued.

(3) The date and time the civil infraction was committed.

(4) The facts constituting reasonable cause.

(5) The number or section of the code or ordinance violated.

(6) The name and authority of the code enforcement officer.

(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.

(8) The applicable civil penalty, if the person elects to contest the citation.

(9) The applicable civil penalty, if the person elects not to contest the citation.

(10) A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed or fails to appear in court to contest the citation, the person shall be deemed to have waived his/her right to contest the citation and that, in such case, judgment may be entered against that person for an amount up to the maximum civil penalty.

Code inspector means any authorized agent or employee of the city whose duty is to ensure code compliance and may include code enforcement officers, building inspectors, law enforcement officers, and animal control officers.

Local governing body means the legislative body of the city.

Local governing body attorney means the legal counselor for the city.

Person means any natural person, firm, co-partnership, association, or corporation, or individual acting on behalf of or employed by a business. If other than a natural person, the citation shall be issued in the name of an individual who is an officer, director, or partner of the firm, co-partnership, association, or corporation.

Violation means a violation of a provision of a code or ordinance of the city.

Repeat violation means a violation of a provision of a code or ordinance by a person who has been previously found through a code enforcement board or any other quasi-judicial or judicial process, to have violated or who has admitted violating the same provision within 5 years prior to the violation, notwithstanding the violations occur at different locations.

Special magistrate means an attorney and member of the state bar who shall be appointed by the city commission to preside over code enforcement matters and who may be discharged by the city commission at its discretion, with or without cause.

Sec. 1-44. Special magistrate.

Pursuant to F.S. § 162.03, the local governing body adopts a code enforcement system that gives the office of the special magistrate the authority to hold hearings and assess fines against violators of the codes and ordinances of the city. The special magistrate shall have the jurisdiction and authority to hear and to decide alleged violations of the codes and ordinances of the city, and exercise the powers of a code enforcement board, as provided in F.S. Ch. 162, and this Code.

Sec. 1-45. Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no special magistrate shall have the power to initiate such enforcement proceedings.

(b) All enforcement procedures and proceedings of this division shall comply with F.S. Ch. 162, as may be amended from time to time.

Sec. 1-46. Conduct of hearing.

(a) The special magistrate may call code enforcement hearings. The special magistrate at any hearing may set a future hearing date. The special magistrate shall attempt to hold a hearing no less frequently than once every two months, but the special magistrate may hold a hearing more or less often as the demand necessitates. All hearings and proceedings shall be open to the public. The local governing body shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of the special magistrate's duties.

(b) Each case before the special magistrate shall be presented by either the local governing body attorney or by a member of the administrative staff of the local governing body.

(c) The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings.

(d) At the conclusion of the hearing, the special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with powers granted in this division.

Sec. 1-47. Powers.

The special magistrate shall have the power to:

(1) Adopt rules for the conduct of special magistrate hearings;

(2) Subpoena alleged violators and witnesses to special magistrate hearings. Subpoenas may be served by the sheriff of the county, code inspector, or by any other person designated by the city commission;

(3) Subpoena evidence;

(4) Take testimony under oath;

(5) Issue orders having the force of law, commanding whatever steps are necessary to bring a violation into compliance.

Secs. ~~1-41 – 1-68~~ 1-48 – 1-76. Reserved.

SECTION 2. Chapter 1 – General Provisions, Article II – Code Enforcement, Division 2 – Special Magistrate is hereby amended so that the same shall read thereinafter as follows:

~~***DIVISION 2. SPECIAL MAGISTRATE***~~

~~**Sec. 1-69. Short title.**~~

~~This article shall be known as the "City of Fort Pierce Municipal Code Enforcement Ordinance."~~

Sec. 1-70. Intent.

The position of the city code enforcement special magistrate exists to promote, protect, and improve the health, safety and welfare of the citizens of the city by providing an equitable, expeditious, effective and inexpensive method of enforcing the technical codes in force in the city, including, but not limited to, occupational license, fire, building, zoning, and sign codes.

Sec. 1-71. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Code inspector means any authorized agent or employee of the city whose duty it is to ensure code compliance.

Local governing body means the legislative body of the city.

Local governing body attorney means the legal counselor for the city.

Special magistrate means an attorney and member of the state bar who shall be appointed by the city commission for a term of two years to preside over code enforcement matters and who may be discharged by the city commission at its discretion, with or without cause.

Sec. 1-72. Special magistrate.

Pursuant to F.S. § 162.03, the local governing body adopts a code enforcement system that gives the office of the special magistrate the authority to hold hearings and assess fines against violators of the codes and ordinances of the city. The special magistrate shall have the jurisdiction and authority to hear and to decide alleged violations of the codes and ordinances of the city, and exercise the powers of a code enforcement board, as provided in F.S. Ch. 162, and this Code.

Sec. 1-73. Enforcement procedure.

(a) It shall be the duty of the code inspector to initiate enforcement proceedings of the various codes; provided, however, no special magistrate shall have the power to initiate such enforcement proceedings.

(b) All enforcement procedures and proceedings shall comply with F.S. Ch. 162.

~~Sec. 1-74. Conduct of hearing.~~

~~(a) The special magistrate may call code enforcement hearings. The special magistrate at any hearing may set a future hearing date. The special magistrate shall attempt to hold a hearing no less frequently than once every two months, but the special magistrate may hold a hearing more or less often as the demand necessitates. Minutes shall be kept of all hearings by the special magistrate, and all hearings and proceedings shall be open to the public. The local governing body shall provide clerical and administrative personnel as may be reasonably required by the special magistrate for the proper performance of the special magistrate's duties.~~

~~(b) Each case before the special magistrate shall be presented by either the local governing body attorney or by a member of the administrative staff of the local governing body.~~

~~(c) The special magistrate shall proceed to hear the cases on the agenda for that day. All testimony shall be under oath and shall be recorded. The special magistrate shall take testimony from the code inspector and alleged violator. Formal rules of evidence shall not apply, but fundamental due process shall be observed and govern said proceedings.~~

~~(d) At the conclusion of the hearing, the special magistrate shall issue findings of fact, based on evidence of record, and conclusions of law and shall issue an order affording the proper relief consistent with powers granted in this division.~~

~~Sec. 1-75. Powers.~~

~~The special magistrate shall have the power to:~~

~~(1) Adopt rules for the conduct of special magistrate hearings;~~

~~(2) Subpoena alleged violators and witnesses to special magistrate hearings. Subpoenas may be served by the sheriff of the county, code inspector, or by any other person designated by the city commission;~~

~~(3) Subpoena evidence;~~

~~(4) Take testimony under oath;~~

~~(5) Issue orders having the force of law, commanding whatever steps are necessary to bring a violation into compliance.~~

~~**Sec. 1-76. Provisions of article supplemental.**~~

~~Nothing contained in this division shall prohibit the city commission from enforcing its codes by any other means. It is the legislative intent of this division to provide an additional or supplemental means of obtaining compliance with local codes.~~

DIVISION 2. FINES AND LIENS

Sec. 1-77. Fines imposed.

(1) Pursuant to F.S. § 162.09(2)(a), a fine imposed pursuant to this section shall not exceed two hundred fifty dollars ($250.00) per day for a first violation and shall not exceed five hundred dollars ($500.00) per day for a repeat violation, and, in addition, may include all costs of repairs incurred in accordance with this article. However, if a special magistrate finds the violation to be irreparable or irreversible in nature, the special magistrate may impose a fine not to exceed five thousand dollars ($5,000.00) per violation.

(2) In determining the amount of the fine, if any, the special magistrate shall consider the following factors:

a. The gravity of the violation;

b. Any actions taken by the violator to correct the violation; and

c. Any previous violations committed by the violator.

(3) A certified copy of an order imposing a fine, or a fine plus repair costs, may be recorded in the public records and thereafter shall constitute a lien against the land on which the violation exists and upon any other real or personal property owned by the violator. Upon petition to a court of competent jurisdiction, such order shall be enforceable in the same manner as a court judgment by the sheriffs of this state, including execution and levy against the personal property of the violator, but such order shall not be deemed to be a court judgment except for enforcement purposes. A fine imposed pursuant to this part shall continue to accrue until the violator comes into compliance or until judgment is rendered in a suit filed pursuant to this section, whichever occurs first.

(4) After 3 months from the filing of any such lien which remains unpaid, the Special Magistrate may authorize the local governing body attorney to foreclose on the lien or to sue to recover a money judgment for the amount of the lien plus accrued interest.

Sec. 1-78. Duration of lien.

No lien provided by this article shall continue for a period longer than 20 years after the certified copy of an order imposing a fine has been recorded, unless within that time an action to foreclose on the lien is commenced in a court of competent jurisdiction. In an action to foreclose on a lien or for a money judgment, the prevailing party is entitled to recover all costs, including a reasonable attorney's fee, that it incurs in the action. The local governing body shall be entitled to collect all costs incurred in recording and satisfying a valid lien. The continuation of the lien effected by the commencement of the action shall not be good against creditors or subsequent purchasers for valuable consideration without notice, unless a notice of lis pendens is recorded.

Sec. 1-~~78~~ 79. Appeals.

An aggrieved party, including the local governing body, may appeal a final administrative order of the special magistrate to the circuit court. An appeal shall be filed within 30 days of the execution of the order to be appealed.

Sec. 1-80. Lien Reductions.

Liens imposed pursuant to this chapter may qualify for reduction if specific criteria are met. Such criteria shall be adopted by resolution. Upon payment of an approved reduced amount, the city shall execute a satisfaction or release of lien entered pursuant to this section. It is not the intention of the section to guarantee the reduction of any lien that was legally placed upon a person or property.

Sec. 1-81. Unenforceable liens.

The city manager shall be authorized to execute a release of a lien imposed by this section that is legally unenforceable or uncollectible or when the release is in the best interest of the city.

~~Secs. 1-79~~ 82 —1-97. Reserved.

SECTION 3. Chapter 1 – General Provisions, Article II – Code Enforcement, Division 3 – Supplemental Procedures is hereby amended so that the same shall read thereinafter as follows:

DIVISION 3. ~~SUPPLEMENTAL PROCEDURES~~ CITATION PROCEDURE

Sec. 1-98. Authority; intent; applicability.

This division is adopted pursuant to the authority granted by F.S. §§ 162.21—162.23. The procedures contained herein are declared to be an additional and supplemental means of enforcing the codes and ordinances. ~~Nothing contained herein shall be~~

~~construed as limiting any other means of enforcement consistent with general or special law, or this Code. The provisions of this division shall apply to all violations of city codes or ordinances which are expressly declared by the city commission to be governed by the provisions of this division.~~ This division shall not apply to building codes, adopted pursuant to F.S. § 553.73, as they apply to construction, provided that a building permit is either not required or has been issued by the city.

~~Sec. 1-99. Definitions.~~

~~The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:~~

~~*Citation* means the notice issued by a code enforcement officer in a form prescribed by the city and shall contain:~~

~~(1) The date and time of issuance.~~

~~(2) The name and address of the person to whom the citation is issued.~~

~~(3) The date and time the civil infraction was committed.~~

~~(4) The facts constituting reasonable cause.~~

~~(5) The number or section of the code or ordinance violated.~~

~~(6) The name and authority of the code enforcement officer.~~

~~(7) The procedure for the person to follow in order to pay the civil penalty or to contest the citation.~~

~~(8) The applicable civil penalty, if the person elects to contest the citation.~~

~~(9) The applicable civil penalty, if the person elects not to contest the citation.~~

~~(10) A conspicuous statement that, if the person fails to pay the civil penalty within the time allowed, or fails to appear in court to contest the citation, the person shall be deemed to have waived his right to contest the citation and that, in such case, judgment may be entered against that person for an amount up to the maximum civil penalty.~~

~~*Code enforcement officer* means any designated employee or agent of the city whose duty it is to enforce codes and ordinances enacted by the city, and may include code inspectors, building inspectors, law enforcement officers and animal control officers. The training and qualifications of the employees or agent shall be determined by the city.~~

~~*Person* means any natural person, firm, co-partnership, association, or corporations, or individual acting on behalf of or employed by a business. If other than a natural person, the citation shall be issued in the name of an individual who is an officer, director, or partner of the firm, co-partnership, association, or corporation.~~

~~*Special magistrate* shall have the meaning set forth in section 1-71.~~

Sec. 1-~~100~~ 99. Citation authorization; violation as civil infraction; maximum civil penalty.

(a) Any code enforcement officer is hereby authorized to issue a citation to a person when, based upon personal investigation, the code enforcement officer has reasonable cause to believe that the person has committed a violation of any kind of an ordinance as set forth in section 1-10~~6~~ 5. Pursuant to F.S. § 403.413(7), or as the same may hereafter be renumbered, code enforcement officers are designated to enforce the Florida Litter Law (presently codified as F.S. § 403.413).

(b) A code or ordinance violation for which a citation may be issued pursuant to this division, shall be deemed to be a civil infraction.

(c) The maximum civil penalty for such civil infraction shall not exceed $500.00 per violation. In addition to the civil penalty, the code enforcement officer may request that the special magistrate or court issue an order to include all applicable costs of prosecution and legislative assessments, plus court costs.

(d) A civil penalty of less than the maximum civil penalty shall be assessed if the violator does not contest the violation. The amount of the penalty for an uncontested citation shall be determined by the class of the violation as set out in section 1-10~~6~~ 5.

Sec. 1-10~~1~~ 0. Notice prior to citation issuance; exception.

(a) Prior to issuing a citation, a code enforcement officer shall provide notice to the person that the person has committed a violation of a code or ordinance and shall establish a reasonable time period within which the person must correct the violation. Such time period shall be no more than 30 days. If, upon personal investigation, a code enforcement officer finds that the person has not corrected the violation within the time period, the code enforcement officer may issue a citation to the person who has committed the violation.

(b) A code enforcement officer shall not be required to provide the person with a reasonable time period to correct the violation prior to issuing a citation and may immediately issue a citation, provided that a repeat violation is found or that the code

enforcement officer has reason to believe that the violation presents a serious threat to the public health, safety, or welfare, or if the violation is irreparable or irreversible.

Sec. 1-10~~2~~ 1. Service of warning notice or citation.

(a) Written warning notices and/or citations shall be provided to the alleged violator by hand delivery by the code enforcement officer. In the absence of the alleged violator, issuance of a written warning notice or citation may be accomplished by leaving a copy at the alleged violator's residence with any person residing therein who is 15 years of age or older, and informing the person of the contents; ~~or by leaving a copy at the alleged violator's place of business with any employee or agent acting on his behalf, and informing the person of the contents~~; or by certified mail, return receipt requested.

(b) Issuance of a written warning notice or citation to a business may be accomplished by leaving a copy at the business, during regular business hours, with any employee and informing the employee of the contents or by registered or certified mail, return receipt requested. Each employee of the business shall be deemed an agent of the business for service of warning notices and citations.

Sec. 1-10~~3~~ 2. Form of contents of citation~~; filing with court~~.

(a) A citation issued by a code enforcement officer shall be in a form prescribed by the city commission or by administrative order of the chief judge of the nineteenth judicial circuit and shall contain the information as set out under the definition of the term "citation" in section 1-~~99~~ 71.

~~(b) After issuing a citation to an alleged violator that does not require a mandatory court appearance, a code enforcement officer shall deposit the original citation with the code enforcement clerk within two working days. The code enforcement officer shall retain one copy for his records.~~

~~(c) After issuing a citation to an alleged violator that requires a mandatory court appearance, a code enforcement officer shall deposit the original citation with the county court by filing same with the clerk of court within two working days. The code enforcement officer shall retain one copy for his records.~~

Sec. 1-10~~4~~ 3. Refusal to sign citation.

(a) If the person cited refuses to sign the citation, the code enforcement officer shall write the words "refused" or "refused to sign" in the space provided for the person's signature and shall then leave a copy of the citation with the person cited, if possible.

(b) Following such refusal to sign, the code enforcement officer ~~shall~~ may contact the city police department to report such refusal as a violation of F.S. § 162.21(6).

Sec. 1-10~~5~~ 4. Processing citations; payment of fines; court hearings.

(a) If the person elects not to contest the citation, such person shall pay in full the applicable reduced civil penalty, as set forth in this division, to the city within 30 calendar days of the issuance of the citation.

(b) If the person cited elects to pay the applicable reduced civil penalty set forth herein, the person shall be deemed to have admitted the infraction and waived the right to a hearing. If the person cited fails to pay the civil penalty by the 30th calendar day after issuance of the citation or fails to request a hearing within the time prescribed, the code enforcement officer shall either request a hearing be scheduled before the special magistrate or file the citation with the St. Lucie County Clerk of Court.

(c) If the person elects to contest the citation, the person shall request a hearing before the special magistrate within 14 calendar days of the date of citation. The code enforcement clerk shall notify the code enforcement officer of any contested citations and of the date when such contested citation may be scheduled to be heard by the special magistrate. The case shall be presented by the code enforcement officer who issued the citation and the standard of proof shall be a preponderance of the evidence. A contest of the citation shall be deemed a waiver by the person of any right to pay the reduced civil penalty and, upon a finding by the special magistrate that the person cited committed the civil infraction charged, the special magistrate may order the violator to correct the violation and may impose a civil penalty up to the maximum civil penalty, plus all applicable costs of prosecution, plus court costs in the amount established by resolution. The special magistrate may provide for the civil penalty to be paid, and the violation to be corrected, within such time as the special magistrate determines to be appropriate but such time shall not exceed 30 days. If the person found to be in violation fails to pay the civil penalty or to correct the violation within the time provided, the citation shall be referred to the clerk of courts for enforcement as provided by F.S. § 318.325 and may be punishable as provided in F.S. § 316.1967.

(d) Should the person cited schedule a hearing as provided for herein, and thereafter fail to appear at such hearing, the person shall be deemed to have waived the right to contest the citation and order determining violation shall be entered against the person in an amount not to exceed the maximum civil penalty; provided, however, that the special magistrate shall have the discretion to continue or reschedule any

hearing when it determines that doing so will further the interest of justice. In such event, the code enforcement clerk shall notify the code enforcement officer and the person cited of the date and time of the hearing as rescheduled.

~~(e) In the event an order is entered finding that a violation of an ordinance cited has been committed, the city may record said order in the official records of the county and the same shall thereinafter constitute notice to and be binding upon the violator and any subsequent purchasers, successors in interest, or assigns, if the violation concerns real property, and the findings therein shall be binding upon the violator and any subsequent purchasers, successors in interest, or assigns, if the violation concerns real property.~~

~~(f) If the person cited has been previously cited for the same violation at least two times within a 12-month period or commits a violation that requires a mandatory court appearance, upon issuance of the citation, the person shall not have the option of paying a reduced civil penalty but instead shall appear before a county court judge to answer the charge.~~

~~(g) Payment of any civil penalty imposed by this division shall be made to the city, if a judgment has been entered for the civil penalty and satisfied, the code enforcement officer shall be notified that the judgment is satisfied and a satisfaction of judgment shall then be prepared and recorded in the official records of the county.~~

~~(h) The Florida Rules of Civil Procedure and the Florida Evidence Code shall apply.~~

Sec. 1-10~~6~~ 5. Classes of violations.

(a) Penalty (reduced civil penalty).

Reduced Civil Penalty for Violations			
Violation Classification	*First Offense*	*Second Offense*	*Third and Subsequent*
Class I	$50.00	$100.00	Court hearing mandatory
Class II	$100.00	$200.00	Court hearing mandatory
Class III	$250.00	Court hearing mandatory	Court hearing mandatory

(b) Violations of the city codes and ordinances which constitute civil infractions for which citations may be issued are considered a Class I violation except where specifically provided herein:

Code and Ordinance Violation Classes

Chapter or Section	*Description*	*Class*
Section 16-82	Sea turtle lighting	II
Section 18-24	Manufacture, sale and use of fireworks	II
Chapter 22	~~Occupational license, not otherwise specified~~ Licenses, taxation and business regulations, not otherwise specified	II
Chapter 22, article III	Adult entertainment	III
Chapter 24	Nuisances	III
Section 26-2	Storage of scraps and waste	II
Section 26-3	Storage of commodity in vehicle	II
Section 26-6	Refrigerators and iceboxes; safety requirements	III
~~Chapter 117~~	~~Signs~~	~~II~~
Section 30-25	Littering/dumping prohibited	II
Section 30-30	Bulk trash removal; residential	II
~~Section 24-19~~	~~Nuisances on property, not otherwise specified~~	~~III~~
~~Section 120-8~~	~~Maintenance of stormwater facilities~~	~~III~~
Section 34-31(j)	Commercial/Industrial vehicle restrictions	III
Section 36-411	Stormwater discharges prohibited	III
~~Section 38-76~~	~~Using vessel as place of business~~	~~II~~
Chapter 117	Signs	II
Section 120-8	Maintenance of stormwater facilities	III
Chapter 125	Zoning violations - not otherwise specified	II
~~Section 125-315~~	~~Parking commercial vehicles in residential areas~~	~~III~~
Section 125-240	Compliance with conditions of approval	III

SECTION 4. All ordinances of parts of ordinances in conflict herewith are andthe same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. 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 ordinance, which shall be deemed separate, distinct, and independent provisions to the fullest extent possible.

SECTION 6. This ordinance is and the same shall become effectiveimmediately upon final passage hereof.

APPROVED AS TO

FORM AND 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. _____ was duly advertised by title only in the St. Lucie News Tribune on _____ and _____; 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 _____; and was duly introduced, read by title only, and passed on second and final reading on _____, by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____ 2024.

_____

Linda Hudson, Mayor

ATTEST:

_____

Linda W. Cox

City Clerk

(SEAL)

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	PEGGY ARRAIZ, DIRECTOR OF COMMUNITY RESPONSE
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	CHAPTER 1, ARTICLE II - CODE ENFORCEMENT - FINAL REVIEW IN ORDINANCE FORMAT
CAO RLS FILE:	RLS 24-81
DATE:	JUNE 4, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Ordinance, which has been uploaded to Agenda Quick in a Track Changes format. I have created a Clean Copy version incorporating all of the suggested changes, also uploaded to Agenda Quick. With the suggested changes implemented, 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

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

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1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

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.

Chapter 1 – Article II
Code Enforcement

Proposed Ordinance Amendments

June 17, 2024

Summary of Changes

- Definitions are combined from throughout the Article to be together in Division 1 and are updated with definitions from State Statute 162.
- Minor amendments to be consistent with other sections of our code and current processes are incorporated.
- The code is amended to include how the City initiates fines and handles liens.
- Additional amendments address how the City handles citations.
- Classes of violations for which citations are issued has been updated.

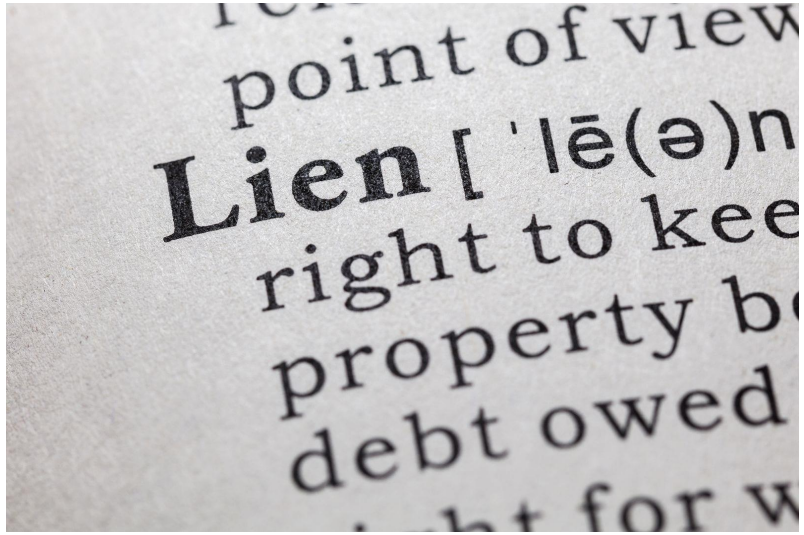
Division I – Generally

- Currently Division I is empty.
- The proposed amendment brings the “general” issues together, including:
  - Definitions
  - Special Magistrate
    - Authority/Powers
  - General enforcement procedures
    - Chapter 162 adopted by reference
  - Conduct of hearing

Division II – Fines and Liens

Section 1-77. Fines Imposed

- Adds state statute requirements for assessing fines, imposing a lien and authorizing the city to foreclose.
- State statute guidelines are already incorporated by reference in Section 1-73(b), but due to our newly implemented foreclosure actions, are being specifically included in our codes for clarity to the public.
- Adds the right of the city to reduce the liens – but specifically states a reduction is not guaranteed.
- Provides the ability of the City Manager to address unenforceable liens (i.e. liens on city owned property, bankruptcies, etc.).



Division III – Citation Procedure

- Deletes sections or references that are a process/procedure, are contradictory to other sections or simply outdated.
- Gives the City the ability to determine how the citations are processed – either through the Special Magistrate or through the County Court system.
- Updates the Classes of Violations
  - Most changes are simply updating their titles to be current with our code or to address the re-numbering from the ordinance re-write of 2020.
  - Added Fireworks.
  - Added Refrigerators and icebox safety requirements.

Questions?

City Commission Regular Meeting - 5:05 pm **12. e.**

Meeting Date: 06/17/2024

Re: Certificate of Use

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Legislative Hearing - Ordinance 24-019 - amending Code of Ordinances, Chapter 22 to delete Business Tax Receipts and replace with Certificate of Use. FIRST READING

SUMMARY:

At the Conference Agenda meeting on April 8, 2024, the City Commissioners of the City of Fort Pierce determined that it wished to discontinue its existing Business Tax Receipt program and replace it with a Certificate of Use.

RECOMMENDATION:

Adopt the Ordinance.

ALTERNATIVES:

Adopt with modifications or do not adopt.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

City Attorney

Fiscal Impact

OTHER INFORMATION:

The fiscal impact is not fully calculated but is anticipated to be revenue neutral.

Attachments

24-019

Presentation

City Attorney Approval

Form Review

Inbox	Reviewed By	Date
City Manager	Nick Mimms	06/11/2024 12:09 PM

Form Started By: Linda Cox Started On: 06/06/2024 12:03 PM

Final Approval Date: 06/11/2024

ORDINANCE NO. 24-XXX

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 22 – LICENSES, TAXATION AND BUSINESS REGULATIONS** BY AMENDING THE CHAPTER TITLE; AMENDING ARTICLE II – BUSINESS TAX TO DELETE BUSINESS TAX IN ITS ENTIRETY; CREATING A NEW ARTICLE II – CERTIFICATE OF USE PROGRAM, SECTIONS 22-19 TO 22-54 ESTABLISHING DEFINITIONS, REQUIREMENTS, APPLICATION, TERMS, RENEWAL, OTHER CERTIFICATES, REQUIRED REVIEWS, INSPECTIONS, FEES AND PENALTIES, FAILURE TO OBTAIN CERTIFICATE OF USE, DENIAL AND REVOCATION, AND ENFORCEMENT; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, at a Conference Agenda meeting on April 8, 2024, the City of Fort Pierce determined that it wished to discontinue its existing Business Tax Receipt program and replace it with a Certificate of Use program; and

WHEREAS, the City Commission has determined it is in the best interests of and for the protection of the health and welfare of the people and its businesses for rules and regulations to be adopted governing business operations in the City; and

WHEREAS, the City Commission finds it necessary to periodically review and update ordinances so as to be in accordance with the current community needs and conditions.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Chapter 22 – LICENSES, TAXATION AND BUSINESS REGULATIONS, is hereby amended as follows:

Chapter 22 – ~~LICENSES, TAXATION~~ BUSINESSES AND BUSINESS REGULATIONS.

SECTION 2. Chapter 22, Article II. BUSINESS TAX, be deleted in its entirety:

~~**ARTICLE II. BUSINESS TAX**~~

~~**Sec. 22-19. Imposed; term; half year business tax; receipts.**~~

~~(a) A business tax is hereby imposed upon each business, profession or occupation engaged in or carried on within the corporate limits of the city. Such business tax shall be levied on:~~

~~(1) Any person who maintains a permanent business location or branch office within the city for the privilege of engaging in or managing any business within its jurisdiction.~~

~~(2) Any person who maintains a permanent business location or branch office within the city for the privilege of engaging in or managing any profession or occupation within its jurisdiction.~~

~~(3) Any person who does not qualify under the provisions of subsection (a)(1) or (2) of this section and who transacts any business or engages in any occupation or profession in interstate commerce where such business tax is not prohibited by section 8 of article 1 of the United States Constitution.~~

(b) No receipt shall be issued for more than one year and for each receipt obtained between October 1 and April 1, the full tax for one year shall be paid except as hereinafter provided for, and for each receipt obtained between April 1 and September 30, one-half of the full tax for one year shall be paid except as hereinafter provided for. Upon payment of such tax the city clerk shall issue to the person paying the same a receipt or license signed by the city clerk, except that a receipt shall not be issued to a new business, profession or occupation or on a new location for an existing business, profession or occupation, unless the applicant presents documentation that a certificate of occupancy for the building premises has been issued upon a change in use or occupancy. A receipt for a temporary business or occupation may be issued for a period not exceeding 30 days in an amount equal to one-quarter of the fee otherwise provided for in section 22-32; and shall not be issued more than two times in a 12-month period for the same temporary business or occupation. The sale of motor vehicles off of licensed premises taxed under section 22-32 is not permitted as a temporary business or occupation and no receipt may be issued for such sale of motor vehicles.

(Code 1983, § 9-16; Ord. No. L-35, § 3, 8-18-2008)

State law reference(s)—Levy of business tax authorized, F.S. § 205.042.

Sec. 22-20. Events to support charitable, educational or religious purposes.

The provisions of this article, regarding payment of business tax receipt fees or taxes, shall not apply to any dance, exhibition, variety program, entertainment, rummage sales, food sales, memento or souvenir sales given by any local recognized civic, charitable, educational or religious groups, the proceeds of which are solely given to or used for the general welfare of the community as a whole.

(Code 1983, § 9-17; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-21. Business tax receipt—Display.

The receipt for each business shall be prominently displayed in the office or place of business or on truck, conveyance or other appropriate place.

(Code 1983, § 9-19; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-22. Business tax receipt—Transfer.

No receipt shall be transferred from person to person or place to place or business name or classification be changed, except upon the consent of the city clerk in writing or as provided in this section, and no receipt issued under the provisions of this article shall protect any person from prosecution for transacting any business, trade or profession not covered by such receipt, or shall protect any merchant doing business with a greater stock in trade than covered by such receipt, or any hotel keeper or motel keeper having a greater number of rooms than is covered by such receipt, and any receipt issued upon any false statement made under oath shall be considered as void ab initio and shall not protect the holder thereof from prosecution for transacting business without a receipt. It shall be unlawful for any person to engage in any trade, business, profession or occupation within the city without a receipt as aforesaid, or under a receipt issued upon false statement made by any person engaged in any trade, business, profession or occupation within the city or in their behalf.

(Code 1983, § 9-20; Ord. No. L-35, § 3, 8-18-2008)

State law reference(s)—Transfer of business tax receipts, F.S. § 205.053.

Sec. 22-23. Business tax receipt—Students exempt.

(a) For the purpose of this section, the term "student" means any person who is enrolled for study at any elementary school, middle school, high school, junior college, college, university or institution of higher learning, and who attends regularly during the term thereof. This is not to be construed as inclusive of a person who is enrolled for

correspondence courses or enrolled for part-time study.

(b) All students who reside in the county and during their off-school hours or during the vacation periods provided them, procure employment, or work or engage in any business or occupation within the corporate limits of the city may do so without being required to pay for a business tax.

(Code 1983, § 9-21; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-24. Affidavit as to value of stock or other basis of tax.

Whenever the amount of the receipt applied for depends upon the amount of stock in trade carried by the applicant, or the number of rooms in a hotel, motel, or any other fact not within the personal knowledge of the city clerk, no receipt shall be issued until the applicant therefor has made and filed with the city clerk an affidavit, duly authenticated, setting forth the amount of his stock in trade, number of rooms in his hotel, motel, or other facts upon which the amount of such receipt depends.

(Code 1983, § 9-22; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-25. Information on receipt.

Every receipt issued under this article shall state:

(1) The number.

(2) The name of the business and the owner.

(3) The location of the place of business.

(4) The amount of business tax paid.

(5) The date of issue and expiration.

(6) Any other data deemed pertinent.

(Code 1983, § 9-23; Ord. No. L-35, § 3, 8-18-2008; Ord. No. 18-013, § 1, 6-4-2018)

Sec. 22-26. Exemptions.

The tax levied by this article shall be subject to the exemptions required by law.

(Code 1983, § 9-24; Ord. No. L-35, § 3, 8-18-2008)

State law reference(s)—Business tax exemptions generally, F.S. § 205.054 et seq.

Sec. 22-27. Proof of business activity; burden of proof on applicant.

The burden of proof that a business exists and is permanently located shall be on the applicant. The fact that any firm, person, or corporation reports himself or itself as engaged in any business, calling, profession, or occupation for the transaction of which a receipt is required or that said person exhibits a sign or advertisement indicating engagement in such business, calling, profession, or occupation shall be conclusive evidence of the liability of such person, firm, or corporation to pay business tax receipt.

(Code 1983, § 9-25; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-28. Failure of employer to comply; employees liable; prima facie violation.

(a) Where the principal, master or employer has complied with the provisions of this article, it shall be unnecessary for his agent, servant or employee to comply herewith, unless otherwise expressly provided for herein. Provided, however, that in the event such principal, master or employer shall not have complied with this article, each of his agents, servants or employees shall be subject to prosecution, and upon conviction, to fine or imprisonment to the same extent as his principal, master or employer.

(b) In any prosecution under this article, the fact that such person did open for business, or advertises that he is in business, shall be prima facie evidence of engaging in such trade, business, profession or occupation, and the burden shall be upon the

defendant to rebut the same.

(Code 1983, § 9-26; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-29. Failure to obtain business tax receipt; receipt obtained by fraud; enforcement.

Any business, profession or occupation that is required by section 22-19 to obtain a business tax receipt and fails to do so, or operates under a receipt issued upon false statement, shall be subject to municipal enforcement as set forth in chapter 1, article II, divisions 2 and 3. Upon a finding of violation by the special magistrate, all utility services to the premises occupied by the business, occupation or profession shall be immediately discontinued until the violator is eligible for and receives a business tax receipt. Any notification that a violation of this article is being charged shall include this statement: "In the event you are found in violation of section 22-19(a) for doing business without a business tax receipt, all utility services to the business premises will be suspended while the violation continues.

(Code 1983, § 9-27; Ord. No. L-35, § 3, 8-18-2008; Ord. No. 17-017, § 7, 6-5-2017)

Sec. 22-30. Tax upon professions payable by professional employees.

The tax provided for in section 22-32 for architects, auctioneers, auditors or accountants, dentists, draftsmen, civil engineers, lawyers, osteopaths, chiropractors, chiropodists, phrenologists, physicians or surgeons, real estate salesmen, or other similar professions, shall be construed to mean that each individual shall pay the tax therein provided, whether practicing by himself or in partnership with or employed by another. The following special provisions apply:

(1) Veterinary medical practice. No business tax shall be issued to any person to practice veterinary medicine unless he shall present to the city clerk a valid current receipt issued by the state department of business and professional regulation.

(2) Pharmacies and pharmacists. No business tax official shall issue a business tax to operate a pharmacy unless the applicant shall first exhibit a current permit issued by the state board of pharmacy; however, no such business tax shall be required in order to practice the profession of pharmacy.

(3) Architecture. Any person applying to the business tax official for a business tax to practice architecture shall, at the time of application, exhibit to the licensing official satisfactory evidence that the applicant possesses a valid certificate of registration, and no business tax shall be granted until such evidence is presented.

(4) Engineering. Any person applying to the business tax official for a business tax to practice engineering shall, at the time of application, exhibit to the business tax official satisfactory evidence that the applicant possesses a valid certificate of registration, and no business tax shall be granted until such evidence is presented.

(5) Land surveying. Any person applying to the business tax official for a business tax to practice land surveying shall, at the time of application, exhibit to the business tax official satisfactory evidence that the applicant possesses a valid certificate of registration, and no business tax shall be granted until such evidence is presented.

(Code 1983, § 9-28; Ord. No. L-35, § 3, 8-18-2008)

Sec. 22-31. Refund; suspension or revocation of receipt.

(a) No business tax collected by the city shall be refunded, except as otherwise provided.

(b) Any receipt issued by the city may be temporarily suspended or

~~absolutely revoked or canceled by a majority vote of the city commission, when the commission shall have ascertained and determined, in the exercise of its sound discretion, that such action will promote the public peace, health, safety, welfare, harmony or good order of the neighborhood in which the place of business is located; provided, however, in the case of the revocation and cancellation of such receipt, the city shall refund the pro rata unearned or unused portion of the receipt fee.~~

~~(c) Any receipt issued by the city to any business which also receives a waiver of distance requirements pursuant to section 4-8, permitting the on-premises sale of beer and/or wine, shall be temporarily suspended or absolutely revoked or canceled by a majority vote of the city commission, when the city commission shall have ascertained and determined that such business is no longer a bona fide restaurant as provided in such section; provided, further, that in the case of the revocation and cancellation of such receipt, the city shall refund the pro rata unearned or unused portion of the receipt fee.~~

~~(Code 1983, § 9-29; Ord. No. L-35, § 3, 8-18-2008)~~

~~Sec. 22-32. Tax.~~

~~The amount which shall be paid by the several persons engaging in or managing their respective businesses, professions or occupations shall be in the amount established by resolution. Resolution 22-R23 is attached hereto and incorporated herein as exhibit A.~~

~~(Code 1983, § 9-30; Ord. No. L-35, § 3, 8-18-2008; Ord. No. L-121, § 1, 6-7-2010; Ord. No. L-219, § 2, 9-19-2011; Ord. No. L-223, § 1, 12-5-2011; Ord. No. L-256, § 2, 5-21-2012; Ord. No. 14-015, §§ 1, 2, 6-2-2014; Ord. No. 16-021, § 1, 10-17-2016; Ord. No. 18-013, § 1, 6-4-2018; Ord. No. 22-014, § 1, 6-21-2022; Ord. No. 22-014, § 1, 6-21-2022)~~

~~Editor's note(s)—Exhibit A is not attached hereto but can be inspected upon request at the city clerk's office.~~

~~State law reference(s)—Authority to levy business tax by resolution, F.S. § 205.042.~~

~~Sec. 22-33. Business tax application and renewal.~~

~~(a) All applicants for business tax receipts under this article shall file a written application on forms to be furnished by the city clerk. The application shall state the name, location, nature or kind of activity to be conducted, and the owner of the business or profession, and any other data deemed pertinent. A nonrefundable application fee in the amount established by resolution shall be assessed upon submittal of the application. No person shall be issued a receipt to conduct any business at a location not permitted under the zoning ordinances of the city.~~

~~(b) Any renewal of a receipt issued under this article shall be assessed a nonrefundable renewal fee in the amount established by resolution upon renewal of the receipt.~~

~~(Code 1983, § 9-31; Ord. No. L-35, § 3, 8-18-2008)~~

~~Secs. 22-34—22-54. Reserved.~~

SECTION 3. Chapter 22 – Licenses, Taxation and Business Regulations, Article II – Certificate of Use, is created as follows:

ARTICLE II. – CERTIFICATE OF USE

Sec. 22-19. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means the owner and/or operator of a business as defined in this section,

who applies for a certificate of use for premises within the city, pursuant to the terms, provisions and conditions of this article.

Business means and includes all vocations, occupations, professions, enterprises, establishments, and all activities and matters, together with all devices, equipment, machines, vehicles, and appurtenances used therein, any of which are conducted for private profit, non-profit or not-for profit or any benefit, either directly or indirectly, on or from any premises in the city.

Certificate of use means the method and/or document by which the city grants approval for a business, as defined in this section, to occupy and operate at a given location.

Home occupations are defined in section in 125-318 and further described in F.S. § 559.955.

New business inspection means the inspection made by the city and its agents at the location or premises in which a business is conducted. The inspection is to ensure compliance with all zoning regulations, life safety code requirements, proper tenant separations, and all applicable city, county, and state regulations that the city is charged with enforcing.

Non-city regulatory agency means any federal, state, or county agency responsible for enforcing federal, state, or county regulations imposed on business within the city.

Person means, but is not limited to, an individual, firm, association, joint venture, partnership, estate, trust, business, syndicate, fiduciary, corporation, and any other business entity.

Premises means all lands, structures, places, and also the equipment and appurtenances connected, or used therewith, and also any personal property which is either affixed to, or otherwise used in connection with, any such business conducted on such premises.

Profession means a vocation or occupation requiring a state license, usually indicative of advanced education and skill.

Rental property means any unit in a condominium, apartment, or cooperative, or any individually or collectively owned single-family, two-, three-, and four-family, or multi-family residence or dwelling unit that is rented and/or leased, to include vacation rentals, short-term rentals or annual rental properties leased or rented for residential use.

Sec. 22-20. Certificate of use required.

(a) It shall be unlawful for any person to engage in or to conduct any business as defined by this article, without obtaining a certificate of use.

(b) All certificates of use issued by the city, unless otherwise provided by law, shall be displayed in a conspicuous place within the subject establishment or on the premises thereof and shall be displayed to the general public or any city employee upon request during normal business hours.

(c) All existing businesses holding a valid business tax receipt as of the effective date of enactment of this article shall be deemed to have a certificate of use as of the date of enactment and shall apply for a renewal certificate of use no later than November 30, 2024.

(d) If an existing business tax receipt holder fails to timely submit the renewal application for a certificate of use, the business shall be deemed to be out of compliance with this article as if conducting business without a certificate of use. A new certificate of use application, including all reviews and inspections will be required.

(e) Existing businesses which were not previously required to obtain a business tax receipt shall apply for a new certificate of use no later than January 1, 2025; such businesses not making application for a certificate of use by January 1, 2025 will be deemed to be out of compliance with this article.

(f) Exemptions. The following uses shall be exempt from the provisions of this article:

(1) Condominium and home-owner associations, operating without a physical office, are not deemed a business use.

(2) Where a business location serves as a place of business for one or more licensed professionals, who were each previously required to obtain an individual business tax receipt, only a single certificate of use is required for the location.

(3) Any business which does not have a physical, permanent location within the city.

(4) Rental properties, regardless of duration, operating within city limits.

Sec. 22-21. Application.

(a) It shall be the duty of any person conducting business within the city to file an application for a certificate of use.

(b) An application shall be filed on a standard application form supplied by the city and shall be submitted in a manner determined by the city. The application shall not be considered complete until the application satisfies the requirements of this section and the required application fee is paid.

(c) Application shall include adetailed description of all proposed business activity, including interior and exterior uses of premises; ancillary business activities and other information deemed important for proper review of intended use.

(d) If the applicant is not the owner of the property at which the business activity will take place, the applicant must submit an authorization from the property owner for use of the property in the manner specified by the application; such authorization will be on a form as provided by the city.

(e) A copy of any license, registration, or certification required for the profession or occupation, or a copy of all applications for such license, registration, or certification. A certificate of use shall not be issued until copies of the final license, registration, or certification are provided to the city.

(f) Prior to the issuance of a new certificate of use, the City will conduct a search for any pending code enforcement proceedings for the business location or any outstanding balances due to the city for the business location. The existence of outstanding violations or balances due will not be a basis for denial of new application.

(g) A certificate of use application shall remain valid for a period not to exceed 60 days. Applications not completed within 60 days of initial submission shall be voided or denied, and a new application and fees shall be required.

Sec. 22-22. Term.

(b) A certificate of use is valid for one year.

(c) If a business which has been issued a certificate of use is moved from one location to another or if the business is transferred to a new owner, a new certificate of use shall be required.

(d) If any person operates any business at more than one location or within multiple units or bays, each location, bay or unit shall be considered a separate business; a separate certificate of use, therefore, is required, unless structure is officially combined through the building department and assigned a new address by the planning department.

Sec. 22-23. Renewal of certificate of use.

(a) The certificate of use must be renewed annually on the anniversary date of initial issuance.

(b) The city shall endeavor to notify all certificate holders that their certificates of use are due for renewal. However, if such certificate holder does not receive a renewal notification, it is the responsibility of the certificate holder to renew the certificate of use within 60 days of its expiration.

(c) Any current certificate of use may, at the discretion of the city, be renewed for each new certificate year provided the applicant signs the following certification:

"I the undersigned hereby certifies that the certificate of use for which I am now applying is one for a renewal of a current certificate of use which is now in full force and effect. I have not changed the authorized use of the premises nor have I made any

physical or structural changes to the premises and do not plan to make any physical or structural changes to the premises."

(d) Failure to renew an existing certificate of use within 60 days of its expiration will render the certificate void. A new certificate of use application, including all reviews and inspections, will be required.

(e) It shall be the applicant's responsibility to notify the city of any changes to the business. If any of the required information provided in the original application changes after the original certificate of use has been issued, the applicant shall provide updated information within 30 days of such change. If an applicant changes the authorized use of the premises or makes or proposes any physical or structural changes in the premises, a certificate of use shall be reprocessed as if the certificate were a new application.

(f) Renewal certificates will not be issued until all delinquent payments for any fee imposed under this chapter, code enforcement liens, and/or any other debt or obligation due to the city from the applicant, pursuant to state or local law, have been paid in full and/or brought into compliance.

Sec. 22-24. - Other certificates, licenses, taxes and regulations

No certificate of use issued under this article shall exempt the certificate of use holder from any other certificate, license, permit fee, or tax required by law, or compliance with all applicable ordinances, rules, and laws.

Sec. 22-25. Required reviews.

(a) Prior to issuance of a new certificate of use, the application shall be subject to review by city regulatory departments/divisions including, but not limited to, code, building, planning and zoning, engineering, utilities, police, and the public works departments, as determined by the city, based on the proposed use.

(b) Proof of approval from non-city regulatory agencies may be required, based on the proposed use.

Sec. 22-26. Inspections.

(a) No issuance of a new certificate of use shall be made until the city has conducted an inspection of the business location, and approved such location as being in compliance with the provisions of City Codes.

(b) Prior to the issuance of a new certificate of use, site inspections by the Building Department and Fire District shall be required; home occupations do not require inspections.

Sec. 22-27. Fees and penalties.

(a) The amount of application, certificate, inspection, renewal fees and penalty fees related to the certificate of use shall be established by resolution.

(b) The city shall collect an application fee and building inspection fee, if applicable, for a new certificate of use at the time of application.

(c) Upon city's approval of the completed application, the applicant shall pay a certificate of use fee, or renewal fee, in full prior to the issuance or renewal of a certificate of use.

(d) Application, inspection, certificate of use and renewal fees are non-refundable.

(e) The fee for an after-the-fact application shall be equal to two times the certificate of use fee.

Sec. 22-28. - Failure to obtain certificate of use; certificate obtained by fraud; enforcement.

Any business, profession or occupation that is required by section 22-20 to obtain a certificate of use and fails to do so, or operates under a certificate issued upon false statement, shall be subject to municipal enforcement as set forth in chapter 1, article II, divisions 2 and 3. Upon a finding of violation by the special magistrate, all utility services to the premises occupied by the business, occupation or profession shall be immediately

discontinued until the violator is eligible for and receives a certificate of use. Any notification that a violation of this article is being charged shall include this statement: "In the event you are found in violation of section 22-20(a) for doing business without a certificate of use, all utility services to the business premises will be suspended while the violation continues."

Sec. 22-29. - Denial and revocation of Certificate of Use.

(a) The city clerk may revoke or deny the issuance of a certificate of use if it is determined that an applicant:

(1) Has obtained the certificate of use by fraud, false statement, misrepresentation, or failure to truthfully answer any question in the required application;
(2) Has failed to satisfy the standards and requirements contained in this article;
(3) Has failed to obtain required licenses, as applicable, from the state or any other regulatory agency; or
(4) Has received three orders of violation as determined by the special magistrate within the same calendar year.

(b) If the issuance of the certificate of use is approved, the city clerk shall issue the certificate. If the certificate is denied, the applicant shall be provided with a statement of the reasons for denial, which reasons shall be entered in writing on the application.

(c) Any person aggrieved by the denial or revocation of a registration as provided in this article shall have the right to appeal to the city commission. Such appeal shall be taken by filing with the city clerk's office, within 14 days after notice of the action complained of, a written statement setting forth specifically the grounds of the appeal. The city clerk shall set a date and the time and place of hearing of such appeal. Such notice shall be provided to the applicant at least 5 days prior to the date set for hearing. The decision and order of the city commission on such appeal shall be final and conclusive.

(d) Applications which have been denied or revoked that remain under the same ownership may reapply after a period of 12 months has elapsed from the date of the denial or revocation.

Sec. 22-30. - Enforcement of certificate of use.

(a) The police department's officers, code enforcement officers, and any other city employees designated by the city manager shall enforce this article; complaints may be filed with the city using all available and acceptable methods.

(b) Notification of all enforcement activities shall be provided to the city clerk's office.

Sec. 22-31 – 22-54 – Reserved.

SECTION 4. All ordinances of parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. 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.

SECTION 6. This ordinance shall become effective immediately upon adoption.

APPROVED AS TO
FORM AND 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-XXX was duly advertised by title only in the St. Lucie News Tribune on _____, 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 on _____, 2024 by the City Commission of Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this ___ day of _____, 2024.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

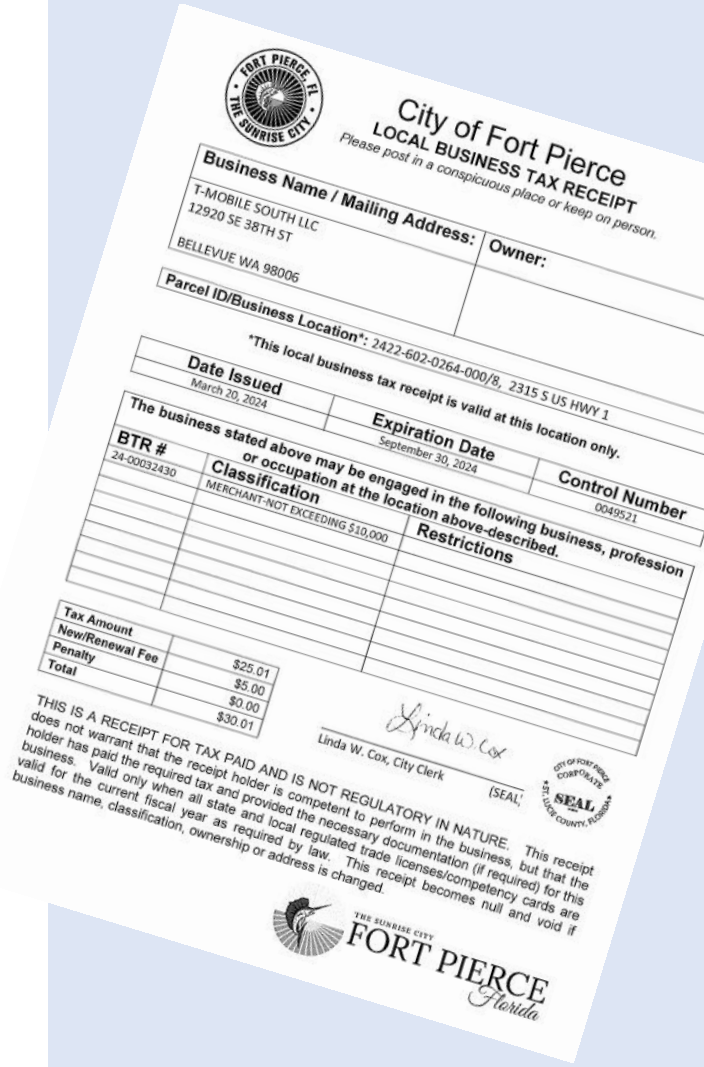
Certificate of Use Ordinance 24-019

City Commission Meeting

June 17, 2024

Certificate of Use - Transition

- All existing businesses holding a valid business tax receipt as of July 1, 2024 shall be deemed to have a certificate of use and shall apply for a renewal certificate of use no later than November 30, 2024 and remit all applicable fees.
- Only one (1) Certificate of Use is required for a business location. For example, a law firm is required to obtain a single certificate of use for the office rather than an individual business tax receipt for each attorney as previously required.
- Any current business tax receipt holder which does not obtain a certificate of use by **November 30, 2024** will be required to apply for a new Certificate of Use and obtain all required inspections as if they were a new business.
- Home occupations will require a Certificate of Use, however an inspection will not be required.


City of Fort Pierce
LOCAL BUSINESS TAX RECEIPT
Please post in a conspicuous place or keep on person.

Business Name / Mailing Address: T-MOBILE SOUTH LLC, 12920 SE 38TH ST, BELLEVUE WA 98006
Owner:
Parcel ID/Business Location*: 2422-602-0264-000/8, 2315 S US HWY 1
*This local business tax receipt is valid at this location only.

Date Issued	Expiration Date	Control Number
March 20, 2024	September 30, 2024	0049521

The business stated above may be engaged in the following business, profession or occupation at the location above-described.

BTR #	Classification	Restrictions
24-00032430	MERCHANT-NOT EXCEEDING $10,000	

Tax Amount	$25.01
New/Renewal Fee	$5.00
Penalty	$0.00
Total	$30.01

Linda W. Cox, City Clerk (SEAL)

THIS IS A RECEIPT FOR TAX PAID AND IS NOT REGULATORY IN NATURE. This receipt does not warrant that the receipt holder is competent to perform in the business, but that the holder has paid the required tax and provided the necessary documentation (if required) for this business. Valid only when all state and local regulated trade licenses/competency cards are valid for the current fiscal year as required by law. This receipt becomes null and void if business name, classification, ownership or address is changed.

FORT PIERCE Florida

Certificate of Use – New Elements

- All non-profit organizations are required to obtain a Certificate of Use for their location
- Existing businesses and organizations which were not previously required to obtain a business tax receipt shall apply for a new certificate of use no later than **January 1, 2025**.
- New applications will require a site inspection by the Fire District; building inspection remains in place.
- Certificates of Use are valid for one (1) year and will renew each year on the anniversary of initial application.

Certificate of Use – New Elements

- New applications will require authorization from the property owner.
- Renewal certificates of use will not be issued until all delinquent payments, code enforcement liens, and/or any other debt or obligation due to the city from the **applicant** has been paid in full and/or brought into compliance.
- Failure to renew an existing certificate of use within 60 days of its expiration will render the certificate void. A new certificate of use application, including all reviews and inspections, will be required.
- The penalty for an after-the-fact application shall be equal to two times the certificate of use fee.

THE SUNRISE CITY FORT PIERCE Florida

Certificate of Use – Process

- Verification that a proposed business/activity is in a location that is:
  - Properly zoned and use is permitted
  - Has the appropriate Building Certificate of Occupancy
  - Does not have open liens or code violations by the business owner
  - Meets Fire regulations
  - Complies with other local, State or Federal regulations and licenses
  - Landlord/property owner is aware of and approves intended use

Certificate of Use – Process

Step 1 Application

Step 2 Planning Review

Step 3 Lien Search, Trade Reviews and Inspections

Step 4 Fire Inspection

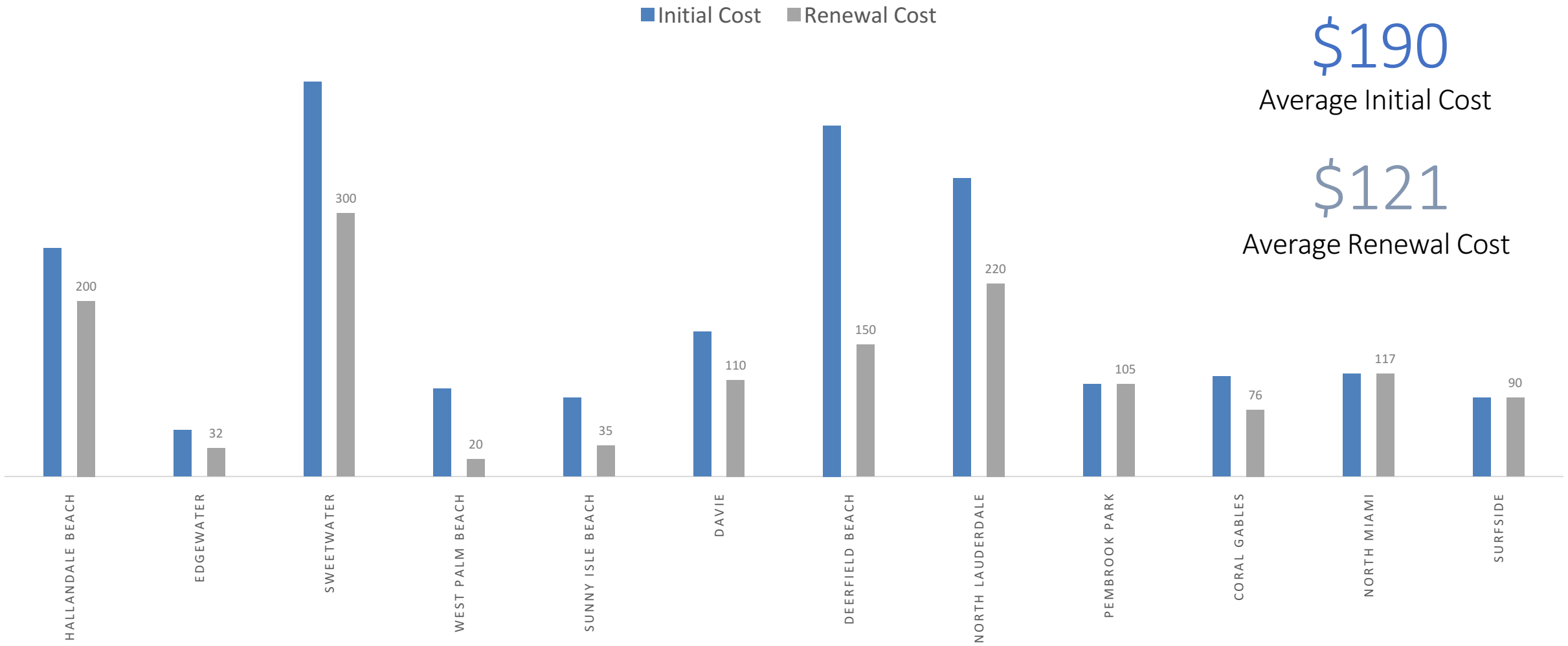
Step 5 Final Approval and Issuance

Certificate of Use – Proposed Fees

	Home-Based	Commercial Location
New Application	$25	$25
Initial Building Inspection	n/a	$75
Initial Certificate of Use (CU)	$100	$200
Renewal CU	$75	$125

*Fees will be adopted via Resolution following second reading of ordinance

Certificate of Use –Comparisons



$190

Average Initial Cost

$121

Average Renewal Cost

THE SUNRISE CITY FORT PIERCE Florida

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: LINDA COX, CITY CLERK

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: CERTIFICATE OF USE DRAFT ORDINANCE

CAO RLS FILE: RLS 24-222

DATE: JUNE 10, 2024

I have reviewed the above Request for Legal Services (RLS). I have made and incorporated suggested changes to the draft ordinance. It has been uploaded to Agenda Quick. With the suggested changes, the draft 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 **13. a.**

Meeting Date: 06/17/2024

Re: Agreement with FDOT for the Historic Downtown Trail - SUN Trail

Submitted For: Selena Griffett, Project Engineer, Engineering

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SUBJECT:

Resolution 24-R31 authorizing the acceptance of FDOT Standard Agreement for the Florida Standard Use Nonmotorized (SUN) Trail Network Agreement between the City and FDOT for funding for Right-of-Way Acquisition.

SUMMARY:

At the June 17, 2019, City Commission Regular Meeting the City Commission approved an agreement with FDOT for the funding of the design of the Historic Downtown Retrofit SUN Trail project. The City requested additional funding for the acquisition of Right-of-Way for the SUN Trail project. That funding was approved and an Agreement with FDOT is required to accept the funding.

In April 2023, four properties were identified to be impacted by the trail project. The list is attached for reference. The trail location has since been revised and additional properties may be impacted but have not yet been fully identified.

RECOMMENDATION:

Staff recommends accepting the funding and approving the Agreement and authorizing the Mayor to execute the Agreement.

ALTERNATIVES:

If the Agreement is not accepted, the City will need to fund the Right-of-Way acquisition using City funds.

RESPONSIBLE STAFF:

Selena Griffett

COORDINATED WITH:

Jack Andrews
City Attorney
FDOT

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2024
Account: N/A
Amount: N/A
FISCAL IMPACT:
At this time there are no anticipated Fiscal Impacts

Attachments

FDOT Standard Agreement
Resolution
City Attorney Memo
FDOT Concurrence Email
Proposed Acquisition List 2023
Original SUN Trail Route
REVISED SUN Trail Route

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/03/2024 10:22 AM
City Manager	Nick Mimms	06/04/2024 08:30 AM
Form Started By: Selena Griffett		Started On: 05/28/2024 09:20 AM
Final Approval Date: 06/04/2024		

STATE OF FLORIDA Department OF TRANSPORTATION

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

Financial Project No:440033-2-44-01	**Contract No. _____**	**Vendor No.: VF596000322013**	**CSFA No. and Title:** 55.038 Florida Shared-Use Nonmotorized (SUN) Trail Network Program

THIS FLORIDA SHARED-USE NONMOTORIZED TRAIL GRANT AGREEMENT ("Agreement") is entered into this _____ day of _____ 20_____, by and between the State of Florida Department of Transportation, ("Department"), and City of Fort Pierce, 100 North U.S. 1, Fort Pierce, FL 34950, ("Recipient"). The Department and the Recipient are sometimes referred to in this Agreement as a "Party" and collectively as the "Parties".

RECITALS

A. The Department is authorized under Section 339.81, Florida Statutes, to enter into this Agreement.

B. The Florida Shared-Use Nonmotorized Trail Network is included in the Department's work program for the purposes of funding and maintaining projects within the network.

C. The purpose of this Agreement is to provide for the Department's participation in the SUN Trail network from Georgia Avenue to A1A/N. Causeway Drive shared use path project, as further described in **Exhibit "A", Scope of Services** ("Project"), state the terms and conditions upon which Department funds will be provided, and to set forth the manner in which the Project will be undertaken and completed. The Project is or shall be a component of the Florida Shared-Use Nonmotorized Trail Network and it would be more practical, expeditious, and economical for the Recipient to perform the Project.

D. The Recipient by Resolution No. _____ adopted on _____, 20_____, a copy of which is attached hereto and made a part hereof as **Exhibit "E"**, **Recipient Resolution**, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the Parties agree to the following:

1. **Incorporation of Recitals:** The recitals set forth above are true and correct and are incorporated into this Agreement.

2. **Term of Agreement:** This Agreement shall commence upon full execution by both Parties ("Effective Date") and continue through March 1, 2027. If the Recipient does not complete the Project within this time period, this Agreement will expire on the last day of the scheduled completion as provided in this paragraph unless an extension of the time period is requested by the Recipient and granted in writing by the Department prior to the expiration of this Agreement. Expiration of this Agreement will be considered termination of the Project. The cost of any work performed prior to the Effective Date or after the expiration date of this Agreement will not be reimbursed by the Department. Unless terminated earlier, work on the Project shall commence no later than: the _____ day of _____N/A_____, 20____ or within _____ days of the issuance of the

Notice to Proceed for the construction phase of the Project (if the Project involves construction), whichever date is earlier. The Department shall have the option to immediately terminate this Agreement should the Agency fail to meet the above-required dates.

3. **Amendments, Extensions and Assignment:** This Agreement may be amended or extended upon mutual written agreement of the Parties. This Agreement shall not be renewed. This Agreement shall not be assigned, transferred or otherwise encumbered by the Recipient under any circumstances without the prior written consent of the Department.

4. **Termination or Suspension of Project:** The Department may, by written notice to the Recipient, suspend any or all of the Recipient's obligations under this Agreement for the Recipient's failure to comply with applicable law or the terms of this Agreement until such time as the event or condition resulting in such suspension has ceased or been corrected. The Department may also terminate this Agreement in whole or in part at any time the interest of the Department requires such termination.

    a. If the Department terminates the Agreement, the Department shall notify the Recipient of such termination in writing within thirty (30) days of the termination of the Agreement, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

    b. The Parties to this Agreement may terminate this Agreement when its continuation would not produce beneficial results commensurate with the further expenditure of funds. In this event, the Parties shall agree upon the termination conditions.

    c. If the Agreement is terminated before performance is completed, the Recipient shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress on the Department right-of-way will become the property of the Department and will be turned over promptly by the Recipient.

    d. In the event the Recipient fails to perform or honor the requirements and provisions of this Agreement, the Recipient shall promptly refund in full to the Department within thirty (30) days of the termination of the Agreement any funds that were determined by the Department to have been expended in violation of the Agreement.

5. **Project Cost:**

    a. The estimated total cost of the Project is $284,420.00. This amount is based upon the schedule of funding in **Exhibit "B", Method of Compensation**. The schedule of funding may be modified by mutual agreement of the Parties.

    b. The Department agrees to participate in the Project cost up to the maximum amount of $284,420.00 and as more fully described in **Exhibit "B", Method of Compensation**. The Parties agree that the Department's participation may be increased or reduced upon a determination of the actual bid amounts of the Project by the execution of a supplemental agreement. The Recipient agrees to bear all expenses in excess of the amount of the Department's participation and any cost overruns or deficits involved.

6. **Compensation and Payment:**

    a. The Department shall reimburse the Recipient for costs incurred to perform services described in the Scope of Services in **Exhibit "A**", and as set forth in the Method of Compensation in **Exhibit "B"**.

    b. The Recipient shall provide quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the

criteria for evaluating successful completion. The Project, identified as Financial Project Number 440033-2-44-01, and the quantifiable, measurable, and verifiable units of deliverables are described more fully in **Exhibit "A"**, Scope of Services. Any changes to the deliverables shall require written approval in advance by the Department.

c. Invoices shall be submitted no more often than monthly by the Recipient in detail sufficient for a proper pre-audit and post-audit, based on the quantifiable, measurable and verifiable deliverables as established in **Exhibit "A"**. Deliverables must be received and accepted in writing by the Department's Project Manager prior to reimbursements. The Department will identify the Department's Project Manager to the Recipient in writing.

d. Supporting documentation must establish that the deliverables were received and accepted in writing by the Recipient and must also establish that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in **Exhibit "A"** has been met.

e. Travel expenses are not compensable under this Agreement.

f. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes or the Department's Comptroller under s. 334.044 (29), Florida Statutes. If the Department determines that the performance of the Recipient is unsatisfactory, the Department shall notify the Recipient of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Recipient shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Recipient will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Recipient shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the Recipient resolves the deficiency. If the deficiency is subsequently resolved, the Recipient may bill the Department for the retained amount during the next billing period. If the Recipient is unable to resolve the deficiency, the funds retained must be forfeited at the end of the Agreement's term.

g. Recipients providing goods and services to the Department should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than 20 days from the Department's receipt of the invoice. The Department has 20 days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within 40 days, a separate interest penalty at a rate as established pursuant to ***Section 55.03(1), F.S.***, will be due and payable, in addition to the invoice amount, to the Recipient. Interest penalties of less than one (1) dollar will not be enforced unless the Recipient requests payment. Invoices that have to be returned to a Recipient because of Recipient preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.

h. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the Recipient's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.

i. Upon request, the Recipient agrees to provide progress reports to the Department in the standard format used by the Department and at intervals established by the Department. The Department will be entitled at all times to be advised, at its request, as to the status of the Project and of details thereof.

j. If, after Project completion, any claim is made by the Department resulting from an audit or for work or services performed pursuant to this Agreement, the Department may offset such amount from payments due for work or services done under any agreement which it has with the Recipient owing such amount if, upon demand, payment of the amount is not made within 60 days to the Department. Offsetting any amount pursuant to this paragraph shall not be considered a breach of contract by the Department.

k. The Recipient must submit the final invoice on the Project to the Department within 120 days after the completion of the Project. Invoices submitted after the 120-day time period may not be paid.

l. The Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. If the Department's funding for this Project is in multiple fiscal years, a notice of availability of funds from the Department's project manager must be received prior to costs being incurred by the Recipient. See **Exhibit "B"** for funding levels by fiscal year. Project costs utilizing these fiscal year funds are not eligible for reimbursement if incurred prior to funds approval being received. The Department will notify the Recipient, in writing, when funds are available.

m. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

> "The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years, and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year."

n. Any Project funds made available by the Department pursuant to this Agreement which are determined by the Department to have been expended by the Recipient in violation of this Agreement or any other applicable law or regulation shall be promptly refunded in full to the Department. Acceptance by the Department of any documentation or certifications, mandatory or otherwise permitted, that the Recipient files shall not constitute a waiver of the

Department's rights as the funding agency to verify all information at a later date by audit or investigation.

o. In determining the amount of the payment, the Department will exclude all Project costs incurred by the Recipient prior to the execution of this Agreement, costs incurred after the expiration of the Agreement, costs which are not provided for in the latest approved schedule of funding in **Exhibit "B"** for the Project, costs agreed to be borne by the Recipient or its contractors and subcontractors for not meeting the Project commencement and final invoice time lines, and costs attributable to goods or services received under a contract or other arrangements which have not been approved in writing by the Department.

7. General Requirements:

The Recipient shall complete the Project with all practical dispatch in a sound, economical, and efficient manner, and in accordance with the provisions in this Agreement and all applicable laws.

a. In the event the Recipient proceeds with any phase of the Project utilizing its own forces, the Recipient will only be reimbursed for direct costs (this excludes general overhead).

b. The Recipient shall certify to Department that the Recipient's design consultant and/or construction contractor has secured the necessary permits. If the Recipient fails to provide such certification to the Department by November 1, 2024, the Department may, at its discretion, terminate this Agreement.

c. The Recipient shall provide to the Department certification and a copy of appropriate documentation substantiating that all required right-of-way necessary for the Project has been obtained.

d. In the event the cost of the Project is greater than $250,000.00 and the Project involves construction on the Department's right-of-way, the Recipient shall provide the Department with written notification of either its intent to:

i. Award the construction of the Project to a Department prequalified contractor which is the lowest and best bidder in accordance with applicable state and federal statutes, rules, and regulations. The Recipient shall then submit a copy of the bid tally sheet(s) and awarded bid contract, or

ii. Construct the Project utilizing existing Recipient employees, if the Recipient can complete said Project within the time frame set forth in this Agreement.

e. The Recipient shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards.

f. The Recipient shall have the sole responsibility for resolving claims and requests for additional work for the Project. The Recipient will make best efforts to obtain the Department's input in its decisions.

g. ☐ If this box is selected, then the following provision is incorporated into this Agreement:

A portion of the Project will be located on the Department's right-of-way and the Recipient shall be responsible for ensuring that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Department standards and that the work is performed in accord with **Exhibit "F", Terms and Conditions of Construction**, attached to and incorporated into this Agreement.

8. Contracts of the Recipient

a. Except as otherwise authorized in writing by the Department, the Recipient shall not execute any contract or obligate itself in any manner requiring the disbursement of Department funds, including consultant or construction contracts or amendments thereto, with any third party with respect to the Project without the written approval of the Department. Failure to obtain such approval shall be sufficient cause for nonpayment by the Department. The Department specifically reserves the right to review the qualifications of any consultant or contractor and to approve or disapprove the employment of such consultant or contractor.

b. It is understood and agreed by the parties to this Agreement that participation by the Department in a project with the Recipient, where said project involves a consultant contract for engineering, architecture or surveying services, is contingent on the Recipient's complying in full with provisions of Section 287.055, Florida Statutes, Consultants' Competitive Negotiation Act. In all cases, the Recipient shall certify to the Department that selection has been accomplished in compliance with the Consultants' Competitive Negotiation Act.

9. Design and Construction Standards and Required Approvals: In the event the Project includes construction the following provisions are incorporated into this Agreement:

a. The Recipient shall hire a qualified contractor using the Recipient's normal bid procedures to perform the construction work for the Project. The Recipient must certify that the installation of the Project is completed by a Contractor prequalified by the Department as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2016), as amended, unless otherwise approved by the Department in writing or exhibit past project experience in the last five years that are comparable in scale, composition, and overall quality of the site identified within the scope of services of this Project.

b. Construction Engineering Inspection (CEI) services will be provided by the Recipient by hiring a Department prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the Department in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida Licensed Professional Engineer who shall provide the certification that all design and construction for the Project meets the minimum construction standards established by Department. The Department shall approve all CEI personnel. The CEI firm shall not be the same firm as that of the Engineer of Record for the Project. The Department shall have the right, but not the obligation, to perform independent assurance testing during the course of construction of the Project.

c. The Recipient understands that it is responsible for the preparation of all design plans for the Project. The Recipient shall hire a qualified consultant for the design phase of the Project using the Recipient's normal procurement procedures to perform the design services for the Project.

d. Execution of this Agreement by both Parties shall be deemed a Notice to Proceed to the Recipient for the design phase or other non-construction phases of the Project. If the Project involves a construction phase, the Recipient shall not begin the construction phase of the Project until the Department issues a Notice to Proceed for the construction phase. Prior to commencing the construction work described in this Agreement, the Recipient shall request a Notice to Proceed from the Department's Construction Project Manager, _____N/A_____, at (___) ___-_____ or from an appointed designee. Any work performed prior to the execution of this Agreement is not subject to reimbursement.

e. The Recipient will provide one (1) copy of the final design plans and specifications and final bid documents to the Department's Construction Project Manager prior to commencing construction of the Project.

f. The Recipient shall require the Recipient's contractor to post a payment and performance bond in accordance with Section 337.18(1), Florida Statutes.

g. The Recipient shall be responsible to ensure that the construction work under this Agreement is performed in accordance with the approved construction documents, and that it will meet all applicable Recipient and Department standards.

h. Upon completion of the work authorized by this Agreement, the Recipient shall notify the Department in writing of the completion of construction of the Project; and for all design work that originally required certification by a Professional Engineer, this notification shall contain an Engineers Certification of Compliance, signed and sealed by a Professional Engineer, the form of which is attached hereto and incorporated herein as **Exhibit "C", Engineers Certification of Completion**. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation.

10. Maintenance Obligations: In the event the Project includes construction then the following provisions are incorporated into this Agreement:

a. The Recipient has agreed by resolution to execute a Maintenance Memorandum of Agreement ("MMOA") in which Recipient agrees to maintain the entire Project as depicted in the construction plans and specifications for the useful life of the Project, and such resolution is attached and incorporated into this Agreement as **Exhibit "E"**. The Recipient shall execute the MMOA concurrently with execution of this Agreement. The MMOA is attached and incorporated into this Agreement as **Exhibit "G"**. The terms of the MMOA, **Exhibit "G"**, shall survive the termination of this Agreement. The Parties acknowledge and agree that the design plans for the Project may not yet be finalized and are subject to review by the Department. Upon completion of the Project, the Parties shall amend the MMOA to attach the latest version of the construction plans for the Project to the MMOA in order to show the extent of the Project to be maintained.

11. State Single Audit: The administration of resources awarded through the Department to the Recipient by this Agreement may be subject to audits and/or monitoring by the Department. The following requirements do not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The Recipient shall comply with all audit and audit reporting requirements as specified below.

a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the Recipient's use of state financial assistance may include but not be limited to on-site visits by Department staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the Department by this Agreement. By entering into this Agreement, the Recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Department, the Department of Financial Services (DFS) or the Auditor General.

b. The Recipient, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the Department through this Agreement is subject to the following requirements:

i. In the event the Recipient meets the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "D"** to this Agreement indicates state financial assistance awarded through the Department by this Agreement needed by the Recipient to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department by this Agreement, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

ii. In connection with the audit requirements, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

iii. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the Recipient is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the Recipient must provide a single audit exemption statement to the Department at FDOTSingleAudit@dot.state.fl.us no later than nine months after the end of the Recipient's audit period for each applicable audit year. In the event the Recipient does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the Recipient's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities).

iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this Agreement shall be submitted to:

Florida Department of Transportation
Office of Comptroller, MS 24
605 Suwannee Street
Tallahassee, FL 32399-0405
Email: FDOTSingleAudit@dot.state.fl.us

And

State of Florida Auditor General
Local Government Audits/342
111 West Madison Street, Room 401
Tallahassee, FL 32399-1450
Email: flaudgen_localgovt@aud.state.fl.us

v. Any copies of financial reporting packages, reports or other information required to be submitted to the Department shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

vi. The Recipient, when submitting financial reporting packages to the Department for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

vii. Upon receipt, and within six months, the Department will review the Recipient's financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the Department by this Agreement. If the Recipient fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the Department may take appropriate corrective action to enforce compliance.

viii. As a condition of receiving state financial assistance, the Recipient shall permit the Department, or its designee, DFS or the Auditor General access to the Recipient's records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.

c. The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued and shall allow the Department, or its designee, DFS or the Auditor General access to such records upon request. The Recipient shall ensure that the audit working papers are made available to the Department, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the Department.

12. Notices and Approvals:

a. All notices (except invoices) pertaining to this Agreement are in effect upon receipt by either Party, shall be in writing, and shall be transmitted either by personal hand delivery; United States Post Office, return receipt requested; or, overnight express mail delivery. E-mail and facsimile may be used if the notice is also transmitted by one of the preceding forms of delivery. The addresses and the Agreement Administrators set forth below for the respective Parties shall be the places where notices shall be sent, unless prior written notice of change of address is given.

STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION

WIBET HAY, OFFICE OF MODAL DEVELOPMENT
3400 W. COMMERCIAL BLVD., FORT LAUDERDALE, FL 33309
PHONE: 954-777-4573
FAX: 954-677-7892
EMAIL: WIBET.HAY@DOT.STATE.FL.US

RECIPIENT:

JACK ANDREWS, PE, CITY ENGINEER
CITY OF FORT PIERCE
100 NORTH U.S. 1
FORT PIERCE, FL 34950
PHONE: 772-467-3773
FAX: 772-460-6847

EMAIL:JANDREWS@CITYOFFORTPIERCE.COM

CC:
CITY ATTORNEY
100 NORTH U.S. 1
FORT PIERCE, FL 34950

b. All approvals referenced in this Agreement must be obtained in writing from the Parties' respective Administrators or their designees.

13. Restrictions, Prohibitions, Controls and Labor Provisions:

a. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

b. In accordance with Section 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity.

c. An entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsible contractor may not submit a bid or perform work for the construction or repair of a public building or public work on a contract with the Recipient.

d. No funds received pursuant to this Agreement may be expended for lobbying the Florida Legislature, judicial branch, or any state agency, in accordance with Section 216.347, Florida Statutes.

e. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

f. The Recipient shall comply and require its contractors and subcontractors to comply with all terms and conditions of this Agreement and all federal, state, and local laws and regulations applicable to this Project.

14. Indemnification and Insurance:

a. It is specifically agreed between the Parties executing this Agreement that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the

terms or provisions of this Agreement. Nothing contained herein is intended to or shall be construed as a waiver of any immunity from or limitation of liability any Party is entitled to under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. Additionally, the Recipient agrees to include the following indemnification in all contracts with contractors/subcontractors and consultants/subconsultants who perform work in connection with this Agreement:

> "To the fullest extent permitted by law, the Recipient's contractor/consultant shall indemnify and hold harmless the Recipient and the State of Florida, Department of Transportation, including the Department's officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of the contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.
>
> This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Recipient's sovereign immunity."

b. The Recipient shall provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, ensure that the subcontractor(s) and subconsultants have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. Ensure that any equipment rental agreements that include operators or other personnel who are employees of independent Contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.

c. If the Recipient is a state agency or subdivision of the State of Florida and elects to self-perform the Project, then the Recipient may self-insure. If the Recipient is not a state agency or subdivision of the State of Florida or if the Recipient is a state agency or subdivision of the State of Florida that elects to hire a contractor or consultant to perform the Project, then the Recipient shall, or cause its contractor or consultant to carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. Cause the Department to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the Department as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than $1,000,000 for each occurrence and not less than a $3,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Agreement, and may not be shared with or diminished by claims unrelated to the Agreement. The policy/ies and coverage described herein may be subject to a deductible. Pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention unless the Recipient is a state agency or subdivision of the State of Florida that elects to self-perform the Project. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, the Department shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The Department shall be notified in writing within ten days of any cancellation, notice of

cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the Department may have.

d. When the Agreement includes the construction of a railroad grade crossing, railroad overpass or underpass structure, or any other work or operations within the limits of the railroad right-of-way, including any encroachments thereon from work or operations in the vicinity of the railroad right-of-way, you shall, in addition to the insurance coverage required pursuant to 7-13.2 above, procure and maintain Railroad Protective Liability Coverage (ISO Form CG 00 35) where the railroad is the Named Insured and where the limits are not less than $2,000,000 combined single limit for bodily injury and/or property damage per occurrence, and with an annual aggregate limit of not less than $6,000,000. The railroad shall also be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 15.C above. Prior to the execution of the Agreement, and at all renewal periods which occur prior to final acceptance of the work, both the Department and the railroad shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The insurance described herein shall be maintained through final acceptance of the work. Both the Department and the railroad shall be notified in writing within ten days of any cancellation, notice of cancellation, renewal, or proposed change to any policy or coverage described herein. The Department's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights the Department may have. The Railroad Protective Liability Coverage described above is not required if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

e. When the Agreement involves work on or in the vicinity of utility-owned property or facilities, the utility shall be added along with the Department as an Additional Insured on the policy/ies procured pursuant to paragraph 11.c above. This provision does not apply if the Recipient is a government entity that elects to self-perform the Project and utilizes self-insurance.

15. Miscellaneous:

a. The Recipient will be solely responsible for compliance with all applicable environmental regulations, for any liability arising from non-compliance with these regulations, and will reimburse the Department for any loss incurred in connection therewith. The Recipient will be responsible for securing any applicable permits. The Recipient shall include in all contracts and subcontracts for amounts in excess of $150,000, a provision requiring compliance 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).

b. The Department shall not be obligated or liable hereunder to any individual or entity not a party to this Agreement.

c. In no event shall the making by the Department of any payment to the Recipient constitute or be construed as a waiver by the Department of any breach of covenant or any default which may then exist on the part of the Recipient and the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department with respect to such breach or default.

d. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected. In such an instance, the remainder would then continue to conform to the terms and requirements of applicable law.

e. The Recipient and the Department agree that the Recipient, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the Department as a result of this Agreement.

f. By execution of the Agreement, the Recipient represents that it has not paid and, also agrees not to pay, any bonus or commission for the purpose of obtaining an approval of its application for the financing hereunder.

g. Nothing in the Agreement shall require the Recipient to observe or enforce compliance with any provision or perform any act or do any other thing in contravention of any applicable state law. If any of the provisions of the Agreement violate any applicable state law, the Recipient will at once notify the Department in writing in order that appropriate changes and modifications may be made by the Department and the Recipient to the end that the Recipient may proceed as soon as possible with the Project.

h. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same Agreement. A facsimile or electronic transmission of this Agreement with a signature on behalf of a party will be legal and binding on such party.

i. If the Project is procured pursuant to Chapter 255 for construction services and at the time of the competitive solicitation for the Project 50 percent or more of the cost of the Project is to be paid from state-appropriated funds, then the Recipient must comply with the requirements of Section 255.0991, Florida Statutes.

j. The Recipient shall:

i. Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Recipient during the term of the contract; and

ii. Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

k. The Department reserves the right to unilaterally cancel this Agreement for failure by the Recipient to comply with the provisions of Chapter 119, Florida Statutes.

l. The Recipient agrees to comply with Section 20.055(5), F.S., and to incorporate in all subcontracts the obligation to comply with Section 20.055(5), F.S.

m. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The Recipient agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this Agreement is decided.

16. Exhibits.

a. Exhibits A, B, C, D, and E are attached to and incorporated into this Agreement.

b. ☐ A portion or all of the Project will utilize the Department's right-of-way and therefore Exhibit F, Terms and Conditions of Construction, is attached and incorporated into this Agreement.

c. Exhibit List

Exhibit A: Scope of Services
Exhibit B: Method of Compensation
Exhibit C: Engineer's Certification of Compliance
Exhibit D: State Financial Assistance (Florida Single Audi Act)
Exhibit E: Recipient Resolution
*Exhibit F: Terms and Conditions of Construction
Exhibit G: Maintenance Memorandum of Agreement

*Indicates that the Exhibit is only attached and incorporated if applicable box is selected.

The remainder of this page intentionally left blank.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

RECIPIENT	STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
By:_____	By:_____
Name: Linda Hudson	Name:
Title: Mayor	Title:
	Title:
ATTEST:	Legal Review:
_____	
Linda W. Cox, City Clerk	_____

APPROVED AS TO
FORM AND CORRECTNESS:

_____
Sara K. Hedges, City Attorney

EXHIBIT A
SCOPE OF SERVICES

This exhibit forms an integral part of the Florida Shared-Use Nonmotorized Trail Network Agreement between the State of Florida, Department of Transportation and the City of Fort Pierce.

Project Description: ROW acquisition for shared use path along the SUN Trail network from Georgia Avenue to A1A/N. Causeway Drive per the Historic Downtown Fort Pierce.

The following special requirements and conditions shall apply:

- Submittal of Design Plans
- Monthly or quarterly progress reports
- FDOT Design Manual, Chapter 224 Shared Use Paths
- Florida Statute Section 339.81
- Allocation of TLWR funds will not include the development of amenities associated with trail projects, including but not limited to the following elements: Benches, trail furniture or seating areas; Bicycle racks, air stations or lockers; Buildings, restrooms, wayside structures or overlooks, shelters or picnic pavilions; Kiosks (regulatory and safety signage permitted); Landscaping (trail stabilization permitted); Litter or recycle receptacles, and doggie bag dispensers; Parking areas or trailheads; Playgrounds, fitness equipment or structures; Promotional, marketing or educational materials; Sculptures, fountains or art; and Water fountains, splash zones, water features, spigots, showers, or irrigation equipment.

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT B

Method of Compensation

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources:						
State Program Number	Funding Source	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
440033-2-44-01	GRTR	23/24	55.038	Florida Shared-Use Nonmotorized (SUN) Trail Program – Wheels on Road Fund	$284,420	5

Total Award	$284,420	

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/catalog.aspx]. The services/purposes for which the funds are to be used are included in the Agreement scope of services/work. Any match required by the recipient is clearly indicated in the Agreement

FLORIDA SHARED-USE NONMOTORIZED TRAIL NETWORK AGREEMENT

EXHIBIT C

ENGINEER'S CERTIFICATION OF COMPLIANCE

NOTICE OF COMPLETION

FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL PROGRAM
GRANT AGREEMENT
Between
THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION
and _____

PROJECT DESCRIPTION: _____

FINANCIAL MANAGEMENT ID#_____

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned provides notification that the work authorized by this Agreement is complete as of _____ _____, 20___.

By: _____
Name: _____
Title: _____

_____

ENGINEER'S CERTIFICATION OF COMPLIANCE

In accordance with the Terms and Conditions of the Shared-Use Nonmotorized (SUN) Trail Program Grant Agreement, the undersigned certifies that all work which originally required certification by a Professional Engineer has been completed in compliance with the Project construction plans and specifications. If any deviations have been made from the approved plans, a list of all deviations, along with an explanation that justifies the reason to accept each deviation, will be attached to this Certification. Also, with submittal of this certification, the Agency shall furnish FDOT a set of "as-built" plans certified by the Engineer of Record/CEI.

By: _____, P.E.

SEAL:

Name: _____

Date: _____

EXHIBIT D

STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)

THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

Awarding Agency:	Florida Department of Transportation
State Project Title:	FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL NETWORK PROGRAM
CSFA Number:	55.038
***Award Amount:**	$284,420

*The award amount may change with supplemental agreements.

Specific project information for CSFA Number 55.038 is provided at: https://apps.fldfs.com/fsaa/searchCatalog.aspx

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:

State Project Compliance Requirements for CSFA Number 55.038 are provided at: https://apps.fldfs.com/fsaa/searchCompliance.aspx

The State Projects Compliance Supplement is provided at: https://apps.fldfs.com/fsaa/compliance.aspx

EXHIBIT E

AGENCY RESOLUTION

PLEASE SEE ATTACHED

RESOLUTION NO. 24-

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE FLORIDA SHARED-USE NONMOTORIZED (SUN) TRAIL GRANT AGREEMENT FOR THE DEPARTMENTS PARTICIPATION IN RIGHT OF WAY ACQUISITION FOR THE SHARED-USE PATH FROM GEORGIA AVENUE TO A1A/NORTH CAUSEWAY DRIVE KNOWN AS THE HISTORIC DOWNTOWN TRAIL; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City executed an Agreement with the Florida Department of Transportation ("FDOT") in June 2019 for design of the Shared-Use Trail ("Trail"); and

WHEREAS, the City requested additional funding for Right of Way acquisitions for the purpose of the Trail; and

WHEREAS, FDOT awarded an additional $284,420 for Right of Way acquisition; and

WHEREAS, FDOT supplied the Florida Shared-Use Nonmotorized Trail Network Agreement ("Agreement") for execution, attached as Exhibit A; and

WHEREAS, the City must authorize its officers and personnel to execute the Agreement in order to be eligible to receive the award; and

WHEREAS, a copy of this Resolution is required as an exhibit to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The City of Fort Pierce is authorized to enter into the Florida Shared-Use Nonmotorized Trail Network Agreement with the Florida Department of Transportation, attached as Exhibit A.

SECTION 2. The City of Fort Pierce's officers and personnel, to include the Mayor, City Clerk, and City Attorney, are hereby authorized to execute the Florida Shared-Use Nonmotorized Trail Network Agreement on behalf of the City of Fort Pierce.

SECTION 3. The provisions of this Resolution are declared to be severable and if any section, sentence, clause, or phrase of this Resolution shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution, which shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part.

SECTION 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 5. This Resolution shall become effective immediately upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this ____ day of _____, 2024

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda Cox, City Clerk

(SEAL)

Approved as to Form and Correctness:

_____
Sara Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, PROJECT ENGINEER

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: REVIEW FDOT SUN TRAIL AGREEMENT AND RESOLUTION

CAO RLS FILE: RLS 24-206

DATE: MAY 9, 2024

I have reviewed the above Request for Legal Services (RLS). I have made suggested changes to the Agreement and the Resolution. Most notably, in the Agreement, I have changed the insurance coverage as discussed between the Florida Department of Transportation and the Risk Management Department. Also in the Agreement, there is a statement I have removed related to the City's agreement to pay "all just claims… and other just claims against the Recipient or any subcontractor." This Agreement should not be signed with this language, as written. I have, therefore, removed it. It is too broad and not clearly defined. It opens the City up to too much liability as it has been written and makes the City responsible for claims against a subcontractor. I have also included language related to sovereign immunity.

I have uploaded a Track Changes Version and a Clean Copy Version of both documents to Agenda Quick. The Clean Copy Version of the Agreement and the Resolution are approved as to form and correctness.

You will need to have the suggested changes made to the Agreement reviewed by FDOT for their agreement with the suggested changes. If they are not in agreement, this will need to be resubmitted for further review of any future versions of the Agreement.

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

Thank you.
SH/mm

Selena Griffett

From: Steelman, Francine <Francine.Steelman@dot.state.fl.us>
Sent: Friday, May 24, 2024 2:55 PM
To: Selena Griffett
Cc: John Andrews; Hay, Wibet
Subject: SUN Trail Right of Way Agreement 440033-2
Attachments: 22716_RLS_24-206 _Review_FDOT_SUN_Trail_Agreement_and_Resolution_-_Agreement_Track_Changes.pdf

City of Fort Pierce

Warning: Sender Francine.Steelman@dot.state.fl.us is not yet trusted by your organization.
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Selena,

I'm fine with the edits made in the attached SUN Trail ROW Agreement.

Thanks,

Francine

Francine Steelman

Assistant General Counsel, District Four

FDOT

Florida Department of Transportation

Office of the General Counsel

3400 West Commercial Blvd.

Ft. Lauderdale, FL 33309

Phone: 954-777-4251

Fax: 954-777-4528

Francine.Steelman@dot.state.fl.us

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From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Friday, May 10, 2024 11:51 AM
To: Steelman, Francine <Francine.Steelman@dot.state.fl.us>
Cc: John Andrews <jandrews@cityoffortpierce.com>; Hay, Wibet <Wibet.Hay@dot.state.fl.us>
Subject: RE: SUN Trail Right of Way Agreement 440033-2

Sorry about that! I wasn't sure what you needed.

The track changes document is attached.

If you need anything else, please let me know.

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

From: Steelman, Francine <Francine.Steelman@dot.state.fl.us>
Sent: Friday, May 10, 2024 11:46 AM
To: Selena Griffett <sgriffett@cityoffortpierce.com>
Cc: John Andrews <jandrews@cityoffortpierce.com>; Hay, Wibet <Wibet.Hay@dot.state.fl.us>
Subject: SUN Trail Right of Way Agreement 440033-2
Importance: High

City of Fort Pierce
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Selena,

Please send me via email the track-changed version of the project agreement for legal review. It's referenced in the memo but was not attached to your email.

Very much appreciated,

Francine

Francine Steelman

Assistant General Counsel, District Four

Florida Department of Transportation

Office of the General Counsel

3400 West Commercial Blvd.

Ft. Lauderdale, FL 33309

Phone: 954-777-4251

Fax: 954-777-4528

Francine.Steelman@dot.state.fl.us

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If you are not the intended recipient, please notify the sender, delete this message, and do not use, disseminate, or copy its contents. Thank you.

From: Selena Griffett <sgriffett@cityoffortpierce.com>
Sent: Friday, May 10, 2024 9:01 AM
To: Hay, Wibet <Wibet.Hay@dot.state.fl.us>
Cc: Steelman, Francine <Francine.Steelman@dot.state.fl.us>; John Andrews <jandrews@cityoffortpierce.com>
Subject: SUN Trail Right of Way Agreement 440033-2

EXTERNAL SENDER: Use caution with links and attachments.

Good Morning Wibet,

The City's Legal Review is complete. The City Attorney made changes to the Agreement language as noted in the Memo document. The Revised Agreement is attached. If FDOT is agreeable to the changes, I will put this on the agenda for the June 3 City Commission meeting. The cut off date for the 6/3 meeting is May 22.

Selena Griffett PE | Project Engineer | City of Fort Pierce

Engineering Department

Phone: 772.467.3780 Cell: 772.519.1081 Fax: 772.460.6847 100 North U.S. 1 Fort Pierce

Website | Facebook | Survey

Financial Project No.: 440033-2-34-01
Downtown Retrofit Trail

Proposed R/W Acquisition

Parcel No.	Owner	Address	Proposed Acqusition Area (SF)	Cost/SF	Total Land Value	Cost to Cure	Total Acquisition
2410-805-0014-020-3	Florida East Coast Railroad	253 Georgia Avenue	3,556	$2.43	$8,635.59	$12,100.00	$20,735.59
2410-811-0001-000-2	Florida East Coast Railroad		5,538	$4.89	$27,086.02	$19,663.00	$46,749.02
2410-811-0001-030-1	Florida East Coast Railroad	600 S. 3rd Street	6,056	$7.40	$44,790.43	$22,809.00	$67,599.43
2410-805-0009-000-9	Rinker Materials Corp.	514 S. 3rd Street	6,080	$4.85	$29,477.77	$17,545.00	$47,022.77
			21,230		**$109,989.81**	**$72,117.00**	**$182,106.81**

N

PROPOSED TRAIL ROUTE

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING DEPARTMENT

Historic Downtown Trail - SUN Trail

Proposed Route

REVISIONS

	MM/DD/YY	REMARKS
1	__/__/__	...
2	__/__/__	...
3	__/__/__	...
4	__/__/__	...
5	__/__/__	...

A 01

Downtown SUN Trail

Legend

Downtown SUN Trail

N

Melody Ln
S Indian River Dr
S 2nd St
Citrus Ave
S Depot Dr
S 3rd St
N Indian River Dr
N 2nd St
Avenue A
Indian River Dr
Seaway Dr
68
S 5th St
Boston Ave
Florida Ave
S 6th St
N US Hwy 1
Ave B
N 6th St
Atlantic Ave
Delaware Ave
S 7th St
Ave F
Ave D
N 7th St
Beach Ct

Google Earth

1000 ft

City Commission Regular Meeting - 5:05 pm **13. b.**

Meeting Date: 06/17/2024

Re: 2024-2027 SHIP Local Housing Assistance Plan (LHAP)

Submitted For: Donnella Clarke, Grants Administration Manager, Finance Department

SUBJECT:

Resolution 24-R32 adopting the 2024-2027 SHIP Local Housing Assistance Plan (LHAP)

SUMMARY:

State Housing Initiatives Partnership (SHIP) Local Housing Assistance Plan (LHAP) with the Exhibits to be submitted to Florida Housing Finance by June 30, 2024.

RECOMMENDATION:

Approve the Grants Administration Division's request for signature to the State Housing Initiatives Partnership (SHIP) Program Local Housing Incentives Certification and the Resolution.

ALTERNATIVES:

Staff shall proceed as directed by Commissioners.

RESPONSIBLE STAFF:

Grants Administration Division

COORDINATED WITH:

Johnna Morris, Director of Finance

Attachments

24-R32

Local Housing Assistance Program (LHAP) with Exhibits

CITY ATTORNEY'S MEMO

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	06/03/2024 10:22 AM
Finance Department	Johnna Morris	06/03/2024 10:22 AM
City Manager	Nick Mimms	06/04/2024 08:30 AM
Form Started By: Verna Jackson		Started On: 05/31/2024 02:54 PM
Final Approval Date: 06/04/2024		

RESOLUTION NO. 24-R32

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT**, SECTIONS 420.907-420.9079, FLORIDA STATUTES, AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by Section 420.9075, Florida Statutes, it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to

adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except small counties, as defined in Section 120.52(19), Florida Statutes, and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Grants Administration Division has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Fort Pierce (local government) to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: The City Commission of the City of Fort Pierce hereby approves the Local Housing Assistance Plan, attached at Exhibit A and incorporated hereto for submission to the Florida Housing Finance Corporation as required by Sections 420.907-420-9079, Florida Statutes, for fiscal years 2024-2025, 2025-2026, 2026-2027.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 17th day of June, 2024.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox, City Clerk

(SEAL)

Approved as to Form
And Correctness:

_____
Sara Hedges, City Attorney

City of Fort Pierce

State Housing Initiatives Partnership (SHIP)

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2024-2025, 2025-2026, 2026-2027

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution	

Florida Housing

Section I. Program Details:

A. LG(s)

Name of Local Government	City of Fort Pierce
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	N/A

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2024-2025, 2025-2026, 2026-2027

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through face-to-face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

1. Very-Low Special Needs
2. Low Special Needs
3. Very Low
4. Low
5. Special Needs
6. Elderly
7. Essential Services Personnel

J. **Discrimination:** In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. **Support Services and Counseling:** Support services are available from various sources. Available support services may include, but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. **Purchase Price Limits:** The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. **Income Limits, Rent Limits and Affordability:** The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. **Welfare Transition Program:** Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. **Monitoring and First Right of Refusal:** In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments

shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: *"The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government	All Administrative Duties	10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

***S.* Project Delivery Costs:** N/A.

T. Essential Service Personnel Definition (ESP): ESP includes teachers and educators, other school district, community college, and university employees, police and fire personnel, health care personnel, and skilled building trades personnel.

U. **Describe efforts to incorporate Green Building and Energy Saving products and processes:** The City of Fort Pierce will comply with the most current Florida Building Codes for residential development regarding Energy Efficiency. The City's rehabilitation activities include an assessment and repair/replacement as warranted, of items required to maintain affordable homeowner's insurance.

V. **Describe efforts to meet the 20% Special Needs set-aside:** A minimum of 20% of each year's allocation will be expended to assist special needs persons with priority given to persons with Special Needs as defined in 420.0004 (13) . To meet this requirement, targeted marketing of the SHIP strategies with an emphasis on the rehabilitation program for ADA and accessibility home modifications.

W. **Describe efforts to reduce homelessness:** The City of Fort Pierce is located within a boundaries of the three county Continuum of Care area and continues to work to establish a relationship with the Treasure Coast Homeless Services Council, Inc (CoC lead) to draw from their knowledge and resources for helping homeless person, and especially for chronically homeless individuals and families, veterans and their families and homeless youth. The CoC uses the Coordinated Entry system for all individuals seeking housing assistance, and this process prioritizes the most vulnerable households for assistance.

The City partners with regional nearby counties on the Treasure Coast to sponsor the "Where to Turn" - 211 Network. The 211 Network Program connects people in need with dignified and accessible services.

Section II. LHAP Strategies:

A. New Construction/Infill Housing	Code 10

a. **Summary:** This strategy is designed to revitalize residential communities through the construction of affordable homes. SHIP funds will be awarded to for-profit and not-for-profit organizations, including Community Land Trusts (CLT), for acquisition and construction of housing units for homeownership to pay down the development cost to further reduce the sales price to income eligible homebuyers.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. Income Categories to be served: Very low, low and moderate

d. Maximum award:
Homebuyer: Very Low - $80,000; Low - $60,000; Moderate - $40,000
Developer: $150,000 per unit.

e. **Terms: Developer**

1. **Repayment Loan/Grant:** Funds will be awarded to the Developer as a deferred loan secured by a recorded subordinate mortgage and note until conveyed to the buyer.
2. **Interest Rate:** 0%
3. **Years in Loan Term:** Ends upon conveyance of property to a homebuyer, but not later than 18 months from the award.
4. **Forgiveness:** Forgiven upon conveyance to buyer if transferred within 18 months after the award.
5. **Repayment:** Not required as long as the loan is in good standing. Once the Developer has completed and sold the house to an income eligible buyer, the proceeds from the sale of the property will be used to pay off 100 percent of the developer's loan for that property. A reasonable profit/fee of 15%) to the developer will be determined by the City. If all conditions are met, the City/lender will release the property or satisfy the mortgage.
6. **Default:** Failure on the part of the developer to receive a certificate of occupancy and transfer ownership to an income eligible buyer within 18 months of receiving the award will constitute a default.

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Terms: Homeowner

1. **Repayment Loan/Grant:** Funds will be awarded as a deferred loan secured by a recorded subordinate mortgage and note.
2. **Interest Rate:** 0%
3. **Years in Loan Term:** 15 years.
4. **Forgiveness:** Loan is forgiven at the end of the loan term 15 years.
5. **Repayment:** None required as long as the loan is in good standing.
5. **Default:** The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable. In the event of the death of the property owner, the

loan may be assumed by a SHIP eligible heir. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the mortgage holder, the City, will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment. If a default occurs, repayment of the outstanding balance will be immediately due to the City of Fort Pierce.

If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursing a repayment.

f. **Recipient Selection Criteria:** Assistance will be provided on a first-qualified, first-served basis in accordance with Section 1 (I) of this Plan. The homebuyer must meet the following qualifications:

1. Qualify for a first mortgage through a qualified lender or approved not-for-profit sponsor providing first mortgage financing;
2. Complete a HUD certified homebuyer education class within the 18 months prior to closing;
3. Contribute a minimum of $750.00 toward the purchase of the home;
4. Applicant must be a first-time homebuyer.

g. **Sponsor Selection Criteria**: Request for proposals and/or open application process will be utilized to select a sponsor to implement these projects. Characteristics in determining sponsor developer may include, but are not limited to:

- Capacity and capability to carry out project;
- Scale of project/utilization of Density Bonuses;
- Experience in completing similar projects;
- Use of green building techniques.

The criteria to select agencies may include, but is not limited to the following:

- Consistency of the project with basic goals and objectives of the City;
- The financial strength of the sponsor, including the ability to leverage funds from other sources;
- The ability of the sponsor to complete the project by the deadlines established by the City;
- The Capacity of the sponsor;
- The quantity and quality of experience in affordable housing development;
- Proof of site control;
- Agreement to select recipients based on compliance with all eligibility requirements imposed by the program;
- Preference shall be given to 1) Community Land Trust, and 2) not-for-profit entities, and 3) preference for the sponsors that employ personnel from the Welfare Transition Program.

h. **Additional Information**:

- Funds may be used as a match for other programs offered by the federal government and the State of Florida to develop affordable housing.

- Developers will be required to submit proposals to provide housing that conforms to the City's proposal request specifications, neighborhood redevelopment plans and the Comprehensive Plan.

- Eligible properties include single-family housing or the single-family portion of a mixed-use facility.
- Developers will provide a project development cost breakdown including a project development fee and the City will pay for project expenses on a reimbursement basis.
- In some cases, the City may offervacant lots to the developers to build single family homes from its surplus lands inventory.
- A homebuyer may only receive this assistance once in a lifetime.

B. Purchase Assistance	*Code 2*

a. **Summary of Strategy:** The City of Fort Pierce may provide funds for Home Purchase within City limits by providing down payment and/or closing cost assistance for eligible first-time homebuyers to purchase a newly constructed or an existing home for use as their primary residence.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, Low, and Moderate

d. **Maximum award**: $15,000 for Very low- and low-income families and $10,000 for moderate-income families.

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Deferred Loan secured by a mortgage and note.
2. **Interest Rate**: 0%
3. **Years in loan term:** See chart below.
4. **Forgiveness:** The loan is forgiven on an annual basis according to the chart below. Loan will be 100% forgiven at the end if the term.

Income Level	Assistance Amount	Term Period	Annual Forgiveness
Moderate	$0.00-10,000	10 Year	1/10 of loan amount
Very Low, Low	$10,001-$15,000	15 years	1/15 of loan amount

6. **Repayment:** Not required as long as the loan is in good standing
7. **Lien Position:** Second
8. **Default:** The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion to rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. In the event of the death of the property owner, the loan may be assumed by a SHIP eligible heir. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the mortgage holder, the City, will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment. If a default occurs, repayment of the outstanding balance will be immediately due to the City of Fort Pierce.
   If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursing a repayment.

f. **Recipient/Tenant Selection Criteria**: Applicants will be assisted on a first qualified/first-served basis with priorities in accordance with Section, 1 (I) of this Plan.

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information**:

- Homebuyers must complete a certified, 8-hour homebuyer's workshop from a HUD approved agency. Assistance is provided once in a lifetime; compliance with this requirement will be documented in the applicant's file.
- Applicant may not currently own or have liquid assets exceeding $200,000, and/or combination of liquid and non-liquid assets exceeding the current purchase price limit (excluding their primary residence).

C. Owner-Occupied Rehabilitation	Code 3

a. **Summary:** The City provides Owner-Occupied housing repair/rehabilitation funding through the SHIP program for the upgrading of substandard, owner-occupied housing units and for addressing housing code violations. This strategy provides general property improvements to provide basic amenities and to bring units into conformity with HQS housing standards.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, Low, and Moderate

d. **Maximum award**: $100,000.00

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Deferred Loan secured by a mortgage and note.
2. **Interest Rate:** 0%
3. **Years in loan term:** See chart below.

Assistance Amount	Term Period	Annual Forgiveness
$0.00 - $30,000.00	5 Years	1/5 of loan amount
$30,0001 - $60,000.00	10 Years	1/10 of loan amount
$60,001.00 – 100,000.00	15 Years	1/15 of loan amount

4. **Forgiveness**: The loan will be forgiven based on terms listed in the chart above.
5. **Repayment**: Not required if the loan is in good standing.
6. **Lien Position**: Second
7. **Default**: The loan will be determined to be in default if any of the following occurs during the loan term: sale, transfer, or conveyance of property; conversion of rental property; loss of homestead exemption status; or failure to occupy home as primary residence. In the event of default, which is defined as not meeting the occupancy eligibility and/or ownership requirements, the City may foreclose to recover funds made available for assistance which is secured by a mortgage and note on

the property. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible, or chooses not to occupy the home, the mortgage holder, the City, will recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.
If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursing a repayment.

f. **Recipient/Tenant Selection Criteria**: Homeowners that reside within the City of Fort Pierce will be eligible to apply for assistance through this strategy. Applicants will be selected on a first-qualified, first-served basis, with priority given in accordance with the priorities in accordance with Section 1 (1) of this Plan. All persons over the age of 18 whose name(s) appear on the deed or title of the home must be listed as applicants on the rehabilitation application and must complete the income eligibility process before they are determined eligible. Priority will be given to properties that have health or safety condition as determined by the initial in-house inspection.

g. **Additional Information**:

- This strategy may be combined with other state, federal, or local programs. Under no circumstances shall improvements be made to only improve the aesthetics of the home. Homes selected for rehab must undergo a full inspection by City building inspectors prior to approval of the SHIP award. The inspection determines the specifications of the rehabilitation to be done and ensures that the funding amount is sufficient to cover the scope of the proposed project. If this amount exceeds 50% of the assessed value, the homeowner will be offered the demolish/reconstruction option, if available. Assistance is provided once in a lifetime.
- Applicant may not currently own or have liquid assets exceeding $200,000, and/or combination of liquid and non-liquid assets exceeding the current purchase price limit (excluding their primary residence).

D. Demolition/Reconstruction	Code 4

a. Summary: This strategy award funds for the demolition and reconstruction of single-family homes. Structures will be demolished and rebuilt in the following cases:

- Single family properties that are in a flood zone and have estimated rehabilitation costs exceeding 50% of the assessed value.
- Single-family properties that are not in a flood zone but are beyond repair and unsafe for human habitation. The property must meet the definition of an unsafe structure as defined by the Florida Building Code.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, low, and moderate

d. **Maximum award**: $250,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Deferred Loan secured by a mortgage and note.
2. **Interest Rate:** 0%
3. **Years in loan term:** 15
4. **Forgiveness**: The loan will be forgiven at the end of the 15-year term.
5. **Repayment**: Not required if the loan is in good standing.
6. **Default**: The loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; failure to maintain homeowner's insurance on the home; failure to occupy the home as primary residence.

   In the event of default, which is defined as not meeting the occupancy, eligibility and or ownership requirements, the City may foreclose to recover funds made available for assistance which is secured by a mortgage and note on the property. In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home aa a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable. If the home is foreclosed on by a superior mortgage holder, the City will try to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. **Recipient/Tenant Selection Criteria**: Applicants are selected on a first-qualified, first-served basis with priorities in accordance with Section 1 (1) of this Plan.

g. **Sponsor Selection Criteria: N/A**

h. **Additional Information:** Homeowner is responsible for all fees associated with locating to a temporary residence while home is being demolished and reconstructed. Applicant is required to maintain Homeowners Insurance during the affordability period. Assistance is provided once in a lifetime.

E. New Construction Rental	Code 21

a. Summary: This strategy is designed to provide assistance to eligible sponsor organizations to produce affordable rental housing. This strategy will provide for partnering with for-profit affordable housing developers and non-profit sponsor agencies for the construction/rehabilitation of rental units.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, low, and moderate

d. **Maximum award:** $25,000 per unit, $100,000 per project

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: This is a deferred loan secured by a mortgage and note.
2. **Interest Rate**: N/A

3. **Years in loan term:** 15 Years
4. **Forgiveness**: The deferred loan will be forgiven at the end of the affordability period.
5. **Repayment** None required if loan is in good standing.
6. **Default**: If the property is sold or transferred or fails to comply with the terms of the agreement during the minimum fifteen-year affordability period, the full amount is due and payable. The mortgage may be assumed by a non-profit sponsor organization who would comply with the terms of the agreement.

f. Recipient/Tenant Selection Criteria: Tenants are selected on a first-qualified, first -served basis with priorities in accordance with Section 1 (1) of this Plan.

g. Sponsor Selection Criteria: Sponsors will be selected through a publicly advertised competitive application process. This process involves a thirty (30) day public notification of the availability of funding, a written application delineating program requirement, a request for proposal (RFP), and an open and objective evaluation process and a formal award through a written contract. Sponsor selection outside of the advertised competitive application may be encumbered by the local government at their discretion when funding is being requested as a match for Florida Housing Finance Corporation or Federal competitive cycles. Eligible sponsors will, at minimum, meet the following criteria:

a. Eligible sponsors will be a for profit organized and established under the laws of the State of Florida or non-profit community- based organization having obtained official designation as a 501(C)(3) and in operation for more than 12 months.
b. Eligible sponsors will have an established record of construction and/or rehabilitation of affordable housing.
c. Eligible sponsors will be required to provide substantial evidence of its ability to construct or otherwise deliver a completed project within a reasonable timetable. Preference will be given to non-profit and for-profit organizations that hire personnel from Welfare Transition, Workforce Development initiatives and other employment assistance programs.
d. The non-profit or for-profit corporation must have financial accountability standards that permit the City of Fort Pierce's SHIP Program to account for and audit SHIP funds.

h. Additional Information: During the affordability period rents cannot exceed the per unit rent limits Published by Florida Housing Finance Corporation on an annual basis.

F. Rapid Rehousing	Code 26

a. **Summary:** The Rapid Rehousing Strategy is created to assist individuals or families who are homeless according to Florida's definition in Section 420.621 of the Florida Statues. The assistance is limited to security deposit and /or utility deposits and a maximum of 12 months rental assistance. Households will be identified through social service agencies, specifically those assisting homeless individuals.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Extremely Low, Very low, Low

d. **Maximum award**: $10,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: Assistance will be provided as a Grant.
2. **Interest Rate:** N/A
3. **Years in loan term**: N/A
4. **Forgiveness:** N/A
5. **Repayment:** N/A
6. **Default:** N/A

f. **Recipient/Tenant Selection Criteria**: Applicants must be referred from a social service agency that serves homeless populations. Applicants will be assisted on a first-eligible, first-served basis.

g. **Additional Information**: Assistance will be provided directly to the housing provider on behalf of the applicant(s). Assistance will be provided once in a lifetime and will be documented in the applicant's file.

G. Emergency Repair	Code 6

a. Summary: SHIP funds will be used to provide assistance to owner-occupied homes to make emergency repairs. Emergency repairs includes health and safety hazards that are deemed unsafe, such as structural repairs, replacing or repairing an A/C unit, emergency repair or replacement of roofing that is leaking, damaged windows causing exposure to the elements, electrical problems that may cause a fire hazard and plumbing issues, accessibility improvements.

b. Fiscal Years Covered: 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, low, and moderate

d. **Maximum award:** $10,000

e. **Terms:**

1. **Repayment loan/deferred loan/grant**: This assistance will be provided in the form of a grant.
2. **Interest Rate**: N/A
3. **Years in loan term/ Forgiveness**: N/A
4. **Repayment: N/A**
5. **Default**: N/A

f. **Recipient/Tenant Selection Criteria**: Applicants selected on a first-qualified, first-served basis with priorities given to persons in accordance with Section 1 (I) of this Plan.

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information**: The property must be eligible as defined in 420.9071 (8) FS. Assistance will be provided once in a lifetime.

H. Disaster/Post Disaster Mitigation	Code 5, 16

a. Summary: In the event of a state or federally declared disaster by Executive Order of the President or Governor, the City will utilize funds that have not yet been encumbered or used with additional disaster funds allocated by Florida Housing Finance Corporation. Disaster assistance will be for items such as, but not limited to:

(a)Purchasing of emergency supplies to weatherproof damaged homes.
(b)Providing of repairs to avoid further damage.
(c)Removal of trees and debris,
(d)Rental, mortgage, and or utility assistance for eligible recipients that have been displaced from their homes due to disaster. Assistance not to exceed three months.

Alternatively, funds may also be used to retrofit weather disaster affected residences with mitigation features (installation of roofing straps, shutters, storm doors, windows, and garage doors) that help prevent future storm/adverse weather damage.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served**: Very low, Low, and Moderate

d. **Maximum award:** $10,000

e. <u>Terms:</u>
1. **Repayment loan/deferred loan/grant**: This assistance will be provided in the form of a grant.
2. **Interest Rate**: N/A
3. **Years in loan term/ Forgiveness**: N/A.
4. **Repayment/Default**: N/A

f. **Recipient/Tenant Selection Criteria**: Applicants selected on a first-qualified, first-served basis with priorities in accordance with Section 1 (I) of this Plan.

g. **Sponsor Selection Criteria:** N/A

h. **Additional Information**: If owner is insured, proceeds from the insurance must be used first before SHIP funds, except for the payment of the deductible.

I. Strategy Name: Foreclosure Prevention	Code 7

a. **Summary of Strategy**: Funding will be provided to assist with delinquent mortgage payments (PITI), up to three (3) months additional payments, property taxes, and homeowners' insurance. Additionally, funding may assist with late fees, attorney's fees, homeowners' association payments, special assessments, other foreclosure associated costs, and mortgage delinquency and default resolution counseling.

b. **Fiscal Years Covered:** 2024-2025, 2025-2026, 2026-2027

c. **Income Categories to be served:** Very low, low and moderate

d. **Maximum award:** $10,000

e. **Terms:**

1. Repayment loan/deferred loan/grant: Funds will be awarded as a deferred payment loan secured by a recorded mortgage and note.
2. Interest Rate: 0%
3. Years in loan term: 5 years
4. Forgiveness: The loan amount will be forgiven at the end of the term.

f. **Repayment:** None required as long as loan is in good standing.

g. **Default:** The loan will be in default if any of the following occurs: sale, transfer or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence.

In the event of death of the qualifying homeowner(s) during the loan term, the loan may be assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the original loan amount will be due payable.

If the home is foreclosed by a superior mortgage holder, the City will make an effort to recapture funds through all available legal remedies if it is determined that adequate funds may be available to justify pursuing a recapture.

h. **Recipient Selection Criteria:**
In addition to being selected on a first –qualified, first-served basis, applicants must:

1. Provide proof of the arrearage in the form of notification from the first mortgage lender of applicant's delinquency and/or intent to foreclose.

2. Provide evidence of a hardship that caused the arrearage (considerable loss of income/employment, death of a household member, divorce, unexpected medical expenses, or unanticipated home repairs or costs associated with increases escrows).

3. Complete counseling from a HUD approved agency or NeighborWorks approved agency trained in foreclosure counseling.

Additional Information:

- Participants can only receive assistance once during the term of the lien.
- The assessed value of the property may not exceed the current established maximum sales price.

Section III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

The City of Fort Pierce has a streamlined permitting process for handling permits for SHIP projects. Reduced or waived permit fees as well as immediately attending to SHIP permits are in place.

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

The City's SHIP office, along with Planning and Zoning work in tandem to analyze plans, procedures, rules, ordinances, regulations, or policies, to determine any impacts to the cost of affordable housing. If necessary, the SHIP administrator will bring this information to the Commission for consideration.

Section IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

ADMINISTRATIVE BUDGET FOR EACH FISCAL YEAR

Exhibit A

Exhibit A (2024)

City of Fort Pierce		
Fiscal Year: 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	549,324.00
Salaries and Benefits	$	40,950.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	4,000.00
Advertising	$	5,000.00
Other*	$	
Total	$	54,950.00
Admin %		10.00%
		Over Budget
Fiscal Year 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	549,324.00
Salaries and Benefits	$	40,950.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	4,000.00
Advertising	$	5,000.00
Other*	$	
Total	$	54,950.00
Admin %		10.00%
		Over Budget
Fiscal Year 2026-2027		
Estimated SHIP Funds for Fiscal Year:	$	549,324.00
Salaries and Benefits	$	40,950.00
Office Supplies and Equipment	$	5,000.00
Travel Per diem Workshops, etc.	$	4,000.00
Advertising	$	5,000.00
Other*	$	
Total	$	54,950.00
Admin %		10.00%
		Over Budget
*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.		
Details:		

2024

Exhibit B
Timeline for SHIP Expenditures

The **City of Fort Pierce** affirms that funds allocated for these fiscal years will meet the following deadlines:

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028
2026-2027	6/30/2028	6/30/2029	9/15/2028	9/15/2029

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation will be notified according to the following chart:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028
2026-2027	3/30/2029	6/15/2029

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

AHAC reports are now due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government:

Estimated Funds (Anticipated allocation only):			$ 549,324									
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
10	New Construction/ Infill Housing	Yes	0	$80,000	0	$60,000		$40,000	$0.00	$0.00	$0.00	0
2	Purchase Assistance	No	1	$15,000	1	$15,000	1	$10,000	$0.00	$40,000.00	$40,000.00	3
3	Owner-Occupied Rehabilitation	Yes	1	$100,000	0	$100,000	0	$100,000	$100,000.00	$0.00	$100,000.00	1
4	Demolition/Reconstruction	Yes	1	$250,000		$250,000		$250,000	$250,000.00	$0.00	$250,000.00	1
6	Emergency Repair	Yes	3	$10,000	3	$10,000	1	$10,000	$70,000.00	$0.00	$70,000.00	7
5	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		$10,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	1	$10,000	1	$10,000	1	$10,000	$0.00	$30,000.00	$30,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		7		5		3		$420,000.00	$70,000.00	$490,000.00	15
Purchase Price Limits:			New	$ 509,943	Existing	$ 509,943						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
21	New-Construction Rental	Yes		$100,000		$100,000		100000	$0.00	$0.00	$0.00	0
26	Rapid Rehousing	No		$10,000		$10,000			$0.00	$0.00	$0.00	0
16	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		10000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 54,932		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 544,932	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		76.5%	OK
Homeownership % (65% requirement)		89.2%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 405,000	73.7%	OK
Low Income (30% requirement)	$ 55,000	10.0%	OK
Moderate Income	$ 30,000	5.5%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

Name of Local Government:

Estimated Funds (Anticipated allocation only):	$ 549,324

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
10	New Construction/ Infill Housing	Yes	0	$80,000	0	$60,000		$40,000	$0.00	$0.00	$0.00	0
2	Purchase Assistance	No	1	$15,000	1	$15,000	1	$10,000	$0.00	$40,000.00	$40,000.00	3
3	Owner-Occupied Rehabilitation	Yes	1	$100,000	0	$100,000	0	$100,000	$100,000.00	$0.00	$100,000.00	1
4	Demolition/Reconstruction	Yes	1	$250,000		$250,000		$250,000	$250,000.00	$0.00	$250,000.00	1
6	Emergency Repair	Yes	3	$10,000	3	$10,000	1	$10,000	$70,000.00	$0.00	$70,000.00	7
5	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		$10,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	1	$10,000	1	$10,000	1	$10,000	$0.00	$30,000.00	$30,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		7		5		3		$420,000.00	$70,000.00	$490,000.00	15
	Purchase Price Limits:		New	$ 509,943	Existing	$ 509,943						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
21	New-Construction Rental	Yes		$100,000		$100,000		100000	$0.00	$0.00	$0.00	0
26	Rapid Rehousing	No		$10,000					$0.00	$0.00	$0.00	0
16	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		10000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 54,932		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 544,932	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		76.5%	OK
Homeownership % (65% requirement)		89.2%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 405,000	73.7%	OK
Low Income (30% requirement)	$ 55,000	10.0%	OK
Moderate Income	$ 30,000	5.5%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2026-2027

Estimated Funds (Anticipated allocation only):			$ 549,324									
Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
10	New Construction/ Infill Housing	Yes	0	$80,000	0	$60,000		$40,000	$0.00	$0.00	$0.00	0
2	Purchase Assistance	No	1	$15,000	1	$15,000	1	$10,000	$0.00	$40,000.00	$40,000.00	3
3	Owner-Occupied Rehabilitation	Yes	1	$100,000	0	$100,000	0	$100,000	$100,000.00	$0.00	$100,000.00	1
4	Demolition/Reconstruction	Yes	1	$250,000		$250,000		$250,000	$250,000.00	$0.00	$250,000.00	1
6	Emergency Repair	Yes	3	$10,000	3	$10,000	1	$10,000	$70,000.00	$0.00	$70,000.00	7
5	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		$10,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	1	$10,000	1	$10,000	1	$10,000	$0.00	$30,000.00	$30,000.00	3
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		7		5		3		$420,000.00	$70,000.00	$490,000.00	15
Purchase Price Limits:			New	$ 509,943	Existing	$ 509,943						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
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26	Rapid Rehousing	No		$10,000					$0.00	$0.00	$0.00	0
16	Disaster/Post Disaster Mitigation	Yes		$10,000		$10,000		10000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 54,932		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 544,932	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		76.5%	OK
Homeownership % (65% requirement)		89.2%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 405,000	73.7%	OK
Low Income (30% requirement)	$ 55,000	10.0%	OK
Moderate Income	$ 30,000	5.5%	

Exhibit D
67-37.005(1), F.A.C.
2023

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Fort Pierce

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (CAFR). An electronic copy of the CAFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Linda Hudson

_____ _____

Witness Mayor

_____

Date

OR

_____

Attest: (Seal)

Exhibit E
67-37.005(1), F.A.C.
2023

RESOLUTION NO. 24-____

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT**, SECTIONS 420.907-420.9079, FLORIDA STATUTES, AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, Sections 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act; The methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by Section 420.9075, Florida Statutes, it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the

program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except small counties, as defined in Section 120.52(19), Florida Statutes, and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Grants Administration Division as prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Commission finds that it is in the best interest of the public for the City of Fort Pierce (local government) to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

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

Section 1: The City Commission of the City of Fort Pierce hereby approves the Local Housing Assistance Plan, attached at Exhibit A and incorporated hereto for submission to the Florida Housing Finance Corporation as required by Sections 420.907-420-9079, Florida Statutes, for fiscal years 2024-2025, 2025-2026, 2026-2027.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This Resolution shall take effect immediately upon its adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 17th day of June, 2024.

_____
Linda Hudson, Mayor

(SEAL)

ATTEST:

_____
Linda Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara Hedges, City Attorney

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: VERNA JACKSON, GRANTS AND REPORTING SPECIALIST

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: LOCAL HOUSING ASSISTANCE PROGRAM (LHAP) FOR 2024-2027

CAO RLS FILE: RLS 24-235

DATE: MAY 29, 2024

I have reviewed the above Request for Legal Services (RLS) related to the Local Housing Assistance Program (LHAP) for 2024-2027. Per your email, I have only reviewed the Certification and the Resolution for legal form and correctness. Each are addressed below.

Certification:

The document is approved as to legal form and correctness. The City Attorney's Office has not reviewed the factual assertions for correctness, as you should be ensuring they are correct. Therefore, this Office does not take a position on factual correctness of the document.

Resolution:

The Resolution submitted does not follow the format used by the City of Fort Pierce and is not complete. In the future, the Clerks Office has sample Resolutions you are able to utilize for template purposes. Additionally, this Office is always willing to assist with providing samples to work from. I would point you to Resolution No. 21-R23 for a prior version of this Resolution. Please correct the following aspects of this Resolution:

1. Correct the formatting of the Resolution number to read as our Resolution numbers read.
2. Correct the font type and size for the entire Resolution.
3. Correct the title block location and margins.
4. Correct the margins of the entire Resolution.
5. This Resolution states the Economic and Community Development Department prepared the LHAP. I do not believe that is correct. This should be reviewed and corrected for the appropriate department within the City.

I have corrected the following in the Resolution:

1. The name of the City Commission in the title block has been corrected.
2. I have removed the asterisks after the title block.
3. The appropriate name of the City Commission and the City of Fort Pierce have been included where left blank.
4. Grammatical errors.
5. Legal references.

6. The adoption clause has been corrected.
7. A signature block for the City Attorney's approval as to form and correctness has been added.

The substance of the Resolution's language has also been reviewed. A track changes version has been uploaded to Agenda Quick for you to incorporate my changes into the changes still needed to be completed by you. With the above corrections (those done by me and those still needed by you) incorporated by you, the Resolution 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 **15. a.**

Meeting Date: 06/17/2024

Re:

SUBJECT:

Reports

Attachments

Purchase Order Report

2024 Strategic Plan Update

Form Review

Form Started By: Jennifer Robinson Started On: 06/05/2024 04:32 PM

Final Approval Date: 06/05/2024

City Manager's Purchase Order Approvals between $10,000 to $50,000 from May 1, 2024 to May 31, 2024

Department	Vendor Name	Description	Total Amount	Budget Code	Fund Description
CITY MANAGER	ST. LUCIE CULTURAL ALLIANCE	Sponsorship of Levitt AMP Fort Pierce 2024 Concert	$10,000.00	0016000-583920 COMMUNITY SPONSOR/SPECIAL EV	ADMINISTRATIVE
CITY MANAGER	POLCO	Polco Benchmark Surveys	$16,325.00	0016000-534950 CONTRACTUAL SVC/TEMP EMP SVC	ADMINISTRATIVE
ENGINEERING	TEMPLE, INC.	Purchase of Traffic Signal Equipment	$16,710.00	0014400-553200 ROAD MAT & SUPP/TRAFFIC SGNL	ENGINEERING
ENGINEERING	BOARD OF COUNTY COMMISSIONERS SLC	Bear Point Mitigation Credit	$32,000.00	4014100-534900 CONTRACTUAL SVC/MSC CONT FEE	MARINA
ENGINEERING	ATLANTIC ENVIRONMENTAL SYSTEMS, INC	8th Street Pump Station Rehab	$37,750.00	4034300-534900 CONTRACTUAL SVC/MSC CONT FEE	STORMWATER UTILITY
GRANTS ADMINISTRATION	GENTILE, LLC	CDBG Rehab. - 3024 Hibiscus Ave. - Walter Wheeler	$44,600.00	1039002-583100 OTHER GRANTS & AIDS/REHAB	CDBG GRANTS & AID
INFORMATION TECHNOLOGY	VERIZON WIRELESS	PCard Blanket - Verizon Fleet Account# 10000017757	$15,000.00	0014002-541100 COMMUNICATIONS & FREIGHT/COM	PUBLIC WORKS DIRECTORS OFFICE
MARINA	ST. LUCIE BOATS, LLC	2023 Nauticstar 2302 Legacy Center Console	$29,950.00	4014100-564405 EQUIPMENT & MACHINERY/OTHER	MARINA
POLICE - STAFF	PEN-LINK, LTD	Cell Phone Forensics, Pen Proxy, IP Search Warrant	$12,189.10	1013005-564100 EQUIPMENT & MACHINERY/OFFICE	POLICE GRANT FUND
POLICE - STAFF	CARAHSOFT TECHNOLOGY CORPORATION	Cellebrite UFED, UFED Cloud & Certification Train	$13,000.00	1013005-540200 TRAVEL & PER DIEM/TRAV & EDU	POLICE GRANT FUND
POLICE - STAFF	I2 GROUP INC	i2 Analyst's Notebook Concurrent User License	$13,981.00	1013005-564100 EQUIPMENT & MACHINERY/OFFICE	POLICE GRANT FUND
PW - FACILITIES MAINTENANCE	FIRE EQUIPMENT SYSTEMS OF FLORIDA	FIRE ALARM PANEL AT MAIN PD	$19,062.00	0014004-564405 EQUIPMENT & MACHINERY/OTHER	FACILITIES MAINTENANCE
PW - STREETS AND DRAINAGE	L&S ENTERPRISES, LLC	FIXTURE REPAIRS ON SEAWAY DRIVE INV 10393	$14,575.00	0014006-543200 UTILITY SERVICES/ST LIGHT	STREETS & DRAINAGE
PW - STREETS AND DRAINAGE	A-TECH WELDING LLC	MISC WELDING WORK CITY-WIDE	$15,000.00	0014006-534900 CONTRACTUAL SVC/MSC CONT FEE	STREETS & DRAINAGE
PW - STREETS AND DRAINAGE	L&S ENTERPRISES, LLC	COMPLETE LIGHT FIXTURE REPLACEMENTS INV 10392	$35,850.00	0014006-543200 UTILITY SERVICES/ST LIGHT	STREETS & DRAINAGE

FORT PIERCE

2024 STRATEGIC PLAN

MAY 2024

Serve Our Community

Comprehensive Ordinance Review and Update: Completion and Adoption	2
City Services and Staffing Plan for Growth	3
Major Road Improvement Strategy	4
Street Lights - Services Level, Direction, Funding and City Actions	5
Five-Year Financial Plan - Development (including Projections)	6
St. Lucie County - Key Issues, Direction and City Actions	6
Law Enforcement Impact Fees	7
Management Succession Plan and Preparedness	8
Traffic Signal Intersections Maintenance	9
Labor Negotiations and Contracts	10
Street Sweeping Service Level	11
Customer Service and Working Remotely/Flexible Hours	12

Develop Our Community

Annexation Strategy and Action Plan	14
13th Street Improvements	14
Lincoln Park Corridor Redevelopment/Zoning Code Revision	15
Neighborhood Identity and Branding	15
Port Development - Re-Zoning Direction	16
Downtown Development Master Plan Implementation	16
Comprehensive Plan Update	17
Delaware Avenue Corridor Development	17
On-Demand Public Transportation	18
Seaplanes Facility and Service	18
Resilient City Strategy/Action Plan Implementation	19
Beachside Parking Pilot Study	19
Short-Term Rental Regulations	20
Agricultural Zoning: Concept, Direction and Ordinance Amendments	20

Engage Our Community

Proactive City/Community Marketing Strategy Expansion	22
“One Fort Pierce” Community – Strengthening: Next Steps	23
Community Listening Action Plan	23
Community Survey	23
Community Events and Festivals	24
Celebrating Community Heroes Implementation	24

Beautify Our Community

City Beautification Strategy and Action Plan	26
Housing Authority Property Maintenance/Condition	27
Orange Avenue Beautification Action Plan (including Complete Streets)	28
Housing Minimum Living Standards Program and Enforcement Tools	29
Entrances/Gateways Plan - Development and Adoption	29
Mural Projects 2024	30
Annual Beach Renourishment	30
Landscape Code - Revision	31
Architectural Design Standards Ordinance - Direction and Adoption	31

Enjoy Our Community

Homeless/Unhoused Residents Strategy	33
Youth Recreational Programs and Activities Expansion	34
Sunrise Theatre Capital and Financial Plan	35
Cobb’s Landing	35
City Marina Expansion	36
Indian Hills Clubhouse Facility/Pickleball Courts	37
Little Jim Bait and Tackle Operations	37
Animal Adoption Center Implementation	38
Smart City Initiative Development	38

serve

ACTION ITEM 1 : Comprehensive Ordinance Review and Update: Completion and Adoption

KEY ISSUES

- Outdated Ordinances
- Language Clarification
- Streamlining Processes
- P-Card
- Construction Manager-at- Risk
- Time for Legal Review
- Establishment Veterinary Clinic
- Noise Impact on Current Development Project(s)
- Liens Issues
- First Contact for Nuisance Violations
- Sign Attached to Poles/Signals/ Stop Signs
- Timely Disposal of Pick-Up Signs
- Signs Associated with City-Support Events

MAY 2024 UPDATE

All ordinance revisions are progressing as planned. The Nuisance Abatement draft ordinance will be presented to the City Commission in June 2024

MILESTONES

A.	**PLANNING AND ZONING ORDINANCE – DEFINITIONS, USE TABLE AND CONDITIONAL USES**	
1.	Prepare final drafts	6/24
2.	Complete legal review	7/24
3.	Planning Board: Review and Recommendations	9/24
4.	DECISION: Planning and Zoning Ordinance Adoption	11/24
B.	**PARKS ORDINANCE**	
1.	Complete legal review	6/24
2.	DECISION: Park Ordinance Adoption	7/24
C.	**PURCHASING ORDINANCE**	
1.	Complete legal review	7/24
2.	DECISION: Purchasing Ordinance Adoption	11/24
D.	**NUISANCE ORDINANCE**	
~~1.~~	~~COMMISSION DAY MEETING: Nuisance Ordinance Review and Discussion~~	Complete
~~2.~~	~~Prepare final draft~~	Complete
~~3.~~	~~Complete legal review~~	Complete
4.	DECISION: Nuisance Ordinance Adoption	6/24
E.	**ANIMAL CONTROL ORDINANCE**	
1.	Finalize ordinance with St. Lucie County	7/24
2.	DECISION: Animal Control Ordinance Adoption	9/24
F.	**NOICE ORDINANCE**	
1.	Final legal review	8/24
2.	DECISION: Noise Ordinance Adoption	9/24

***Responsibility*: City Manager**

ACTION ITEM 2 : City Services and Staffing Plan for Growth - Direction and Funding

KEY ISSUES

- Standardized Job Descriptions
- Homestead Cap Growth: 2%
- Millage Rate
- Increasing Operating Costs
- Population Growth
- Growth in Demands for Service
- Average Households: $300Annual Contribution to Ad Valorem Taxes
- Finding Quality City Workforce
- Very Competitive Labor Market
- Limited Organization Capacity for Additional Work
- Changing Workforce Expectations
- Future Use of AI by City
- Residents Lack of Understanding City Services, Finances and Taxes, Growth Impact
- Contracting for City Services
- Link to Boundary Discussion

MAY 2024 UPDATE

The Management Team is currently providing the Director of Finance and the City Manager informative requests for the fulfillment of labor resource needs.

MILESTONES

1.	Deputy City Manager-Admin Services provides structure for Department Director Reports	5/24
2.	Department Director Report to City Manager – Service Levels, Staffing Needs and Salary Markets	5/24
3.	Prepare proposed Budget FY2025	7/24
4.	BUDGET WORKSHOP: Budget FY2025 Presentation, Discussion and Direction	7/24
5.	DECISION: Budget FY2025 Adoption	9/24

***Responsibility*: City Manager**

ACTION ITEM 3 : Major Road Improvement Strategy - Outcomes, Report with Options, Funding Mechanism, Direction and City Actions/Project Priority

KEY ISSUES

- Growth
- Increasing Traffic Volume
- Working with St. Lucie County
- Working with FDOT
- Identification of Roads
- Funding Mechanism for Projects
- Project Timing
- County CIP for Roads and ROW

MAY 2024 UPDATE

Corridors are being identified, showing ownership, right-of-way size, existing features and lane configuration. Proposed improvements will follow along with funding opportunities

MILESTONES

1.	Identify roads – major corridors	6/24
2.	Review current projects and plans	6/24
3.	Review funding mechanisms	6/24
4.	Prepare Report	7/24
5.	CIP WORKSHOP: CIP Budget FY2025 Road Report Presentation, Discussion and Direction	7/24

***Responsibility*: Deputy City Manager - Public Services**

ACTION ITEM 4 : Street Lights - Services Level, Direction, Funding and City Actions

KEY ISSUES

- Dark Areas in Community – Lights Out – Noticed by our Residents
- Decorative Lighting – Procurement 8-12 months Delays
- Requests for Replacement Lights
- Enhanced Coordination: UA and Public Works
- Revised Replacement Process
- Follow-Up: Work Completed
- Timely Repair and Replacement
- Regular Nightly Street Light Inspections
- Street Light Design Alternatives
- FDOT Lighting Requirements
- Community Dialog and Explanation to Residents
- Street Light Inventory
- Street Light Inventory Space
- Additional Cost for Inventory
- Funding

MILESTONES		
1.	Prepare Report on Updated Process between FPUA and Public Works	6/24
2.	COMMISSION DAY MEETING: Street Light Report Presentation and Discussion	6/24
3.	Prepare budget proposal for inventory and inventory space	7/24
4.	BUDGET WORKSHOP: Budget FY2025 Street Light Inventory and Inventory Space	7/24
5.	DECISION: Budget FY2025 Adoption Funding for Street Lights	9/24

Responsibility: **FPUA Utilities Director**

ACTION ITEM 5 : Five-Year Financial Plan - Development (including Projections)

KEY ISSUES

- Population Growth
- Growing Demands for City Services
- Dynamic Economic Environment
- Interest Rates
- Increasing Operating Costs
- Increasing Project Costs

MILESTONES		
1.	Prepare 5-Year Financial Plan	6/24
2.	BUDGET WORKSHOP: Budget FY2025 Financial Plan Presentation and Discussion	7/24

Responsibility: **Finance Director**

MAY 2024 UPDATE

The process for the budget preparation begins in May. The proposed budget meetings and workshop schedule dates will be provided to the City Manager no later than Friday, May 10th.

ACTION ITEM 6 : St. Lucie County - Key Issues, Direction and City Actions

KEY ISSUES

- Homeless
- Harbor Point/Park Point Park Plan
- Row Management and Maintenance
- Annexation
- Delaware Avenue Update
- TRC Development Process
- Opioid Abatement Strategy
- Quiet Zones

MILESTONES		
1.	JOINT MEETING WITH BOARD OF COUNTY COMMISSIONERS	5/24

Responsibility: **City Clerk**

MAY 2024 UPDATE

Awaiting possible meeting dates from the County

ACTION ITEM 7 : Law Enforcement Impact Fees - Review, Refinement and Expenditure Direction (with St. Lucie County)

KEY ISSUES

- Legal Framework
- Coordination with St. Lucie County
- Use of Funds
- Capital Needs of Police Department
- 90 Day Notification Requirement

MAY 2024 UPDATE

The consultant is in the process of finalizing Inventory and LOS calculations, which includes buildings, land, vehicles and equipment. Thereafter the existing level of service (LOS) will be calculated. Law enforcement services based on land use demand and the current cost of adding law enforcement capital assets in Ft. Pierce. The calculation of LE impact fees will be compared to those adopted by other nearby or similar jurisdictions.

MILESTONES

1.	Develop proposal for Law Enforcement Impact Fees	7/24
2.	Finalize Report	7/24
3.	DECISION: Law Enforcement Impact Fee Adoption	8/24
4.	Notification to community	9/24
5.	Date: Implementation	10/24

***Responsibility*: Planning Director**

ACTION ITEM 8 : Management Succession Plan and Preparedness - Update Report and Next Steps

KEY ISSUES

- City Engineer
- Police Chief
- Marina Director
- City Manager with Plan

MAY 2024 UPDATE

The City Manager has executed plans for two (2) Deputy City Managers to provide additional expertise and leadership in the Administrative Services and Public Services realm of municipal operations. Both Deputy City Managers will be educated and trained in municipal administration with a goal of professional credentialing by ICMA.

MILESTONES

1.	BRIEFING REPORT: Update on Management Succession Status and Upcoming Next Steps	7/24

***Responsibility*: City Manager**

ACTION ITEM 9 : Traffic Signal Intersections Maintenance - Report with Options, Direction and Actions

KEY ISSUES

- Equipment for Maintenance
- Temporary Solution with Private Sector
- Significant Maintenance Needs
- No Bids on RFP – Little Interest in Private Sector

MAY 2024 UPDATE

We continue to have successful results utilizing the time and material contract with Econolite Systems. Information being gathered for evaluation report.

MILESTONES		
1.	~~Implement Temporary Solution~~	Complete
2.	Prepare 6-Month Evaluation Report	9/24
3.	Present Report to City Manager	10/24

Responsibility:**Deputy City Manager - Public Services**

ACTION ITEM 10 : Labor Negotiations and Contracts - Approval

KEY ISSUES

- Wages
- Benefits
- Guidelines for Negotiation
- Compensation Market

MAY 2024 UPDATE

TEAMSTERS
- Negotiations meeting currently underway

PBA OFFICERS
- Initial meeting scheduled for June 22, 2024

PBA SERGEANTS & LIEUTENANTS
- Initial meeting scheduled for June 22, 2024

MILESTONES

A.	**TEAMSTERS**	
~~1.~~	Meet with Union	Complete
2.	Union Re-Certification	6/24
3.	Negotiations	7/24
4.	DECISION: Teamster Labor Contract	9/24
B.	**PBA OFFICERS**	
1.	Negotiation	6/24
2.	DECISION: PBA Officers Contract	9/24
C.	**PBA SERGEANTS & LIEUTENANTS**	
1.	Negotiation	6/24
2.	DECISION: PBA Sergeants & Lieutenants Contract	9/24

Responsibility: **Deputy City Manager - Administrative Services**

ACTION ITEM 11 : Street Sweeping Service Level - Report, Direction and Funding

KEY ISSUES

- Equipment Order Time and Delivery
- Parking Regulations
- Alternative Schedule
- Resource Needs
- Service Level(s)
- Link to Beauty Community
- Community Expectations

MAY 2024 UPDATE

The new street sweeper is scheduled to be delivered on June 24, 2024.

The report will be presented to the City Commission at the Commission Day Meeting in August 2024.

MILESTONES		
1.	Prepare report on equipment, alternative schedule and resources needs	8/24
2.	COMMISSION DAY MEETING: Street Sweeping Report Presentation and Discussion	8/24

Responsibility: **Deputy City Manager - Public Services**

ACTION ITEM 12 : Customer Service and Working Remotely/Flexible Hours - Update Report

KEY ISSUES

- City Policy
- City Employee Expectations
- Emerging Workforce Expectations
- Consistency within City Government
- Impacts on City Operations and Processes

MAY 2024 UPDATE

REMOTE WORK/FLEX SCHEDULING

- In progress.
- New considerations have caused us to rethink our approach. We have discussed this internally and will make revisions to present it to the City Manager.

MILESTONES

1.	Finalize policy changes and submit to City Manager	5/24
2.	Report to City Manager	5/24
3.	City Manager Decision	6/24

Responsibility: **Deputy City Manager - Administrative Services**

develop

ACTION ITEM 1 : Annexation Strategy and Action Plan - Overall Direction and Decision

KEY ISSUES

- Focus on Commercial Areas
- Residential Areas not Cost Effective for the City
- Legal Restrictions
- Utilities as an Incentive
- Ability of City to Service
- Squaring City Boundaries
- Urban Services Boundary Review
- Voluntary Annexation

MAY 2024 UPDATE

Annexation areas and strategy in draft

MILESTONES		
1.	Identify potential areas for annexation	6/24
2.	Develop Overall Strategy and Specific Action Plan	7/24
3.	COMMISSION DAY MEETING: Annexation Strategy and Action Plan Presentation, Discussion and Direction	7/24
4.	DECISION: Specific Annexation Agreement	TBD

***Responsibility*: Planning Director**

ACTION ITEM 2 : 13th Street Improvements - Direction and Funding

KEY ISSUES

- Funding Mechanism
- Overall Design
- Segment: Orange Avenue to Virginia

MAY 2024 UPDATE

13th Street – Phase II (Georgia Avenue to Orange Avenue) plans are currently being revised and prepared for construction bidding. This work is scheduled to be completed by September 2024. This work is being done in anticipation of a grant award from the state legislature in the amount of $2,000,000.

MILESTONES		
1.	Identify funding source(s)	6/24
2.	Prepare Report on 13th Street Improvements	6/24
3.	BUDGET WORKSHOP: Budget FY 25 Report on 13th Street Improvement Project	7/24
4.	Update Design Plan	9/24

***Responsibility*: Deputy City Manager - Public Services**

ACTION ITEM 3 : Lincoln Park Corridor Redevelopment/Zoning Code Revision - Update Report and Adoption

KEY ISSUES

- Entrance
- Lot Size
- Zoning Code Revision

MAY 2024 UPDATE

- Design Standards in Legal Review once approved will be scheduled for the Planning Board.
- Approved by the Technical Review Committee in May.

MILESTONES		
1.	Complete legal review of Zoning Code Revision	6/24
2.	Planning Board: Review	7/24
3.	DECISION: Lincoln Park Corridor Redevelopment/ Zoning Code Revision	8/24

Responsibility: **Planning Director**

ACTION ITEM 4 : Neighborhood Identity and Branding - Consultant Selection and Neighborhood Identification

KEY ISSUES

- Outcomes
- Best Practices
- Neighborhoods
- Methodology
- Costs
- Funding

MAY 2024 UPDATE

Due to the extended time of completion regarding the continuing services contracts, the dates for the following milestones have been amended. Once the contracts are executed, staff will request scopes for this project.

MILESTONES		
1.	Identify consultant	7/24
2.	DECISION: Award Consulting Contract for Neighborhood Identity and Branding	8/24
3.	Develop comprehensive report	12/24
4.	COMMISSION DAY MEETING: Neighborhood Identity and Branding Report Presentation, Discussion and Direction	1/25

Responsibility: **City Manager**

ACTION ITEM 5 : Port Development - Re-Zoning Direction

KEY ISSUES

- Port Zoning
- Stakeholder Meeting
- Working with St. Lucie County

MAY 2024 UPDATE

Scheduled for Planning Board review at the June 10, 2024 meeting.

MILESTONES		
~~1.~~	~~Complete legal review of Port Re-Zoning~~	Complete
2.	Planning Board: Review	6/24
3.	DECISION: Port Zoning Revisions Adoption	8/24

***Responsibility*: Planning Director**

ACTION ITEM 6 : Downtown Development Master Plan Implementation - Direction and Funding

KEY ISSUES

- U. S. 1 Pedestrian Crossing at Avenue "A"
- 2nd Street Festival Street
- Marina Square Improvements
- Veteran's Park Improvements

MAY 2024 UPDATE

Proposed improvements are being evaluated for safety and functionality. Coordination with FDOT is necessary for the first project.

MILESTONES		
1.	Update each project (4)	6/24
2.	CIP WORKSHOP: CIP Budget FY25 Downtown Project Updates (4)	7/24

***Responsibility*: Deputy City Manager - Public Services**

ACTION ITEM 7 : Comprehensive Plan Update - Direction

KEY ISSUES

- Legislative Changes
- Affordable Housing
- Accessory Dwelling Units
- Small Lots
- Transportation Concurrency
- Zoning Categories

MAY 2024 UPDATE

Requested scope from consultants to issue letter of determination to the State by October 2024.

MILESTONES		
1.	DECISION: Award Contract Continuing Service for Comprehensive Plan Update	6/24
2.	Complete update	2/25
3.	Planning Board: Review	4/25
4.	DECISION: Comprehensive Plan Update Adoption	5/25

***Responsibility*: Planning Director**

ACTION ITEM 8 : Delaware Avenue Corridor Development - Update Report, Direction and City Actions

KEY ISSUES

- Link to Joint Meeting with St. Lucie County Commission
- Outcomes
- Options
- City Actions
- County Project
- Segment: 17th to Hartman

MILESTONES		
1.	Prepare Report	5/24
2.	REPORT: Delaware Avenue Corridor Development	6/24

***Responsibility*: FPUA Utilities Director**

ACTION ITEM 9 : On-Demand Public Transportation - Direction and City Actions

KEY ISSUES

- Service Level
- Contract
- Implementation
- Service Boundary Expansion
- 7 Day a Week Services

MAY 2024 UPDATE

Progressing as planned. Boundary expansion begins June 1, 2024, and the new hours of operation will begin June 17, 2024. Press release and public outreach will take place throughout the month of June 2024.

MILESTONES

~~1.~~	~~FPRA DECISION~~	Complete
~~2.~~	~~Negotiate contract~~	Complete
~~3.~~	~~DECISION: Award Contract for On-Demand Transportation~~	Complete
4.	Implementation: On-Demand Service	7/24

Responsibility: **City Manager**

ACTION ITEM 10 : Seaplanes Facility and Service - Permitting, Design and Construction

KEY ISSUES

- Permitting
- Construction

MAY 2024 UPDATE

Plans have been submitted to the Florida Department of Environmental Protection (FDEP) and the Army Corp of Engineers (ACOE) for approval. We are anticipating final review and approval by December 2024.

MILESTONES

1.	Complete Permitting - Receive Permits	12/24

Responsibility: **Deputy City Manager - Public Services**

ACTION ITEM 11 : Resilient City Strategy/Action Plan Implementation - Report, Direction on Next Steps and City Actions

KEY ISSUES

- Definition
- Projects
- Funding Mechanism
- Resiliency Framework
- Resiliency Study
- Stormwater Master Plan

MAY 2024 UPDATE

The Building Director is in the process of hiring of a Resiliency Manager,

MILESTONES		
1.	Hire Resiliency Manager/Coordinator	10/24
2.	Establish Resiliency Framework	12/24
3.	Identify CIP Projects	6/24
4.	CIP WORKSHOP: CIP Budget FY25 Resiliency Projects Presentation and Discussion	7/24
5.	Complete Resiliency Study and Stormwater Master Plan	1/25
6.	COMMISSION DAY MEETING: Resiliency Study and Stormwater Master Plan Presentation and Discussion	2/25

Responsibility: **Deputy City Manager - Public Services**

ACTION ITEM 12 : Beachside Parking Pilot Study - Implementation, Evaluation and Future Direction

KEY ISSUES

- Outcomes
- Parking Pilot
- Jetty Park
- South Causeway Park

MAY 2024 UPDATE

- At the May 6, 2024 meeting, the City Commission directed staff to enter negotiations with PCI Municipal Services.
- Presentation to be made to the Commission with recommendations for the contract in June.

MILESTONES		
~~1.~~	~~Presentation to Committee~~	Complete
~~2.~~	~~DECISION: Parking Pilot Study Direction~~	Complete

Responsibility: **Community Response Director**

ACTION ITEM 13 : Short-Term Rental Regulations- Legal Update, Direction and City Actions

KEY ISSUES

- Fee Schedule

MAY 2024 UPDATE

Progressing as planned

MILESTONES		
1.	Prepare Annual Fee update	5/24
2.	COMMISSION DAY MEETING: Short-Term Rental Fee Update Discussion and Direction	6/24

Responsibility: **City Clerk**

ACTION ITEM 14 : Agricultural Zoning: Concept, Direction and Ordinance Amendments

KEY ISSUES

- Zoning Changes
- Link to Comprehensive Planning Update

MAY 2024 UPDATE

Will be updated in line with Comprehensive Plan EAR

MILESTONES		
1.	Complete update	11/24
2.	Planning Board: Review	12/24
3.	DECISION: Comprehensive Plan Update/Agricultural Zoning Adoption	2/25

Responsibility: **Planning Director**

engage

GREAT AMERICAN CLEANUP
KEEP AMERICA BEAUTIFUL
FORT PIERCE

ACTION ITEM 1 : Proactive City/Community Marketing Strategy Expansion - Outcomes, Report with Options, Direction and City Actions

KEY ISSUES

- Proactive Marketing
- Telling the City's Story
- Continue to Enhance the Image of Fort Pierce
- Promoting "Small Town Feeling"
- Showcasing City Government
- Showcasing Fort Pierce Community
- Need for Community Market Analysis – More Informed Community
- Marketing beyond Departmental Capacity
- Best Practices – Public and Private
- Message for our Community
- Changing Perceptions/ Misperceptions of Fort Pierce
- Ad Agency to Market Fort Pierce
- Marketing: to our Community and Outside World
- Major Topics
- Partnership with FPUA
- Community Partners

MILESTONES

A.	**MAJOR ATTRACTION MARKETING**	
1.	Team develops proposal for marketing major Fort Pierce attractions	5/24
2.	Proposal presented to City Manager	5/24
3.	REPORT: Major Attraction Marketing	6/24
B.	**MARKETING CITY SUCCESSES**	
1.	Prepare Action Plan	5/24
2.	REPORT: City Successes Marketing	6/24
C.	**COMPREHENSIVE PROACTIVE MARKETING PROGRAM - COMMUNITY AND OUTSIDE WORLD**	
1.	Issue RFQ	5/24
2.	Review proposal - scope, costs	6/24
3.	Develop budget proposal	6/24
4.	BUDGET WORKSHOP: Budget FY2025 City Marketing Presentation, Discussion and Direction	7/24
5.	DECISION: Budget FY2025 Adoption	9/24

***Responsibility*: Deputy City Manager - Administrative Services**

MAY 2024 UPDATE

MAJOR ATTRACTION MARKETING
- Ongoing and in progress.

MARKETING CITY SUCCESSES
- Ongoing and in progress

PROACTIVE MARKETING
- In progess. A potential source has been identified that we may have a piggyback opportunity from as they worked with other Florida cities.

ACTION ITEM 2 : "One Fort Pierce" Community – Strengthening - Next Steps

KEY ISSUES

- What Does "One Fort Pierce" Mean to You?
- Incorporate in City Website – Personal Link to Residents

MILESTONES		
~~1.~~	~~Complete "One Fort Pierce" community Mural on Solid Waste Truck~~	Complete
2.	Link to Community Marketing Action	Ongoing

Responsibility: **Deputy City Manager - Administrative Services**

MAY 2024 UPDATE

Completed and sent to Public Works on 4/2/2024

ACTION ITEM 3 : Community Listening Action Plan

KEY ISSUES

- Town Hall Meeting – Unstructured Agenda
- Outreach to Residents

MILESTONES		
1.	Conduct Town Hall Meeting	TBD

Responsibility: **Mayor and City Commissioners**

ACTION ITEM 4 : Community Survey - Development, Completion and Report to City Commission

KEY ISSUES

- Findings
- Learning Points
- Potential Actions
- Use Technology for Feedback and Emergency Management – Texting and Social Media
- Reaching out to Youth

MILESTONES		
~~1.~~	~~Complete survey and prepare report~~	Complete
2.	COMMISSION DAY MEETI: Community Survey Presentation and Discussion	6/24

Responsibility: **City Manager**

MAY 2024 UPDATE

Survey is complete, and the results of the survey are scheduled to be presented to the City Commission on 6/10/24.

ACTION ITEM 5 : Community Events and Festivals - Permitting Fee, Quality Control, Evaluation and Direction

KEY ISSUES

- Increasing Costs
- Expectations of City Government
- Cost Recovery
- Parking
- Fee Structure
- Types of Events
- City Role
- City Degree of Support
- Funding Mechanisms
- Impacts on Daily Operations
- Community Building – Residents Involved and Meeting Residents
- Market Analysis: City Fee Structure
- Facility: Size, Needs, Renovation or New
- Link to Downtown Master Plan
- Fort Pierce Yacht Club Lease of City Building
- Link to Seaplane Facility
- Location with Water View

MILESTONES

1.	Update and revise presentation	6/24
2.	COMMISSION DAY MEETING: Community Events and Festivals Presentation, Discussion and Direction	7/24

Responsibility: **Deputy City Manager - Administrative Services**

MAY 2024 UPDATE

In progress

ACTION ITEM 6 : Celebrating Community Heroes Implementation: Next Steps

KEY ISSUES

- Resolution for Program
- Costs/Fees
- Criteria: Heroes

MILESTONES

1.	Prepare final draft resolution	7/24
2.	DECISION: Resolution for Celebrating Community Heroes – Banners Program	7/24

Responsibility: **Deputy City Manager - Public Services**

MAY 2024 UPDATE

Anticipating resolution to be adopted in July 2024.

beauty

ACTION ITEM 1 : City Beautification Strategy and Action Plan - Goals/ Outcomes, Best Practices, Report with Options, Direction, Funding and City Actions

KEY ISSUES

- Desired Outcomes
- Problems/Opportunities
- Best Practices
- Program Options
- City Role
- Costs
- Funding Mechanism
- Foreclosed Property and Direction

MAY 2024 UPDATE

- The City Attorney's office is reviewing the current foreclosure process with recommended changes to be considered for approval by the City Commission.
- DCM-Public Services is meeting with the Community Response Director to discuss the next steps.
- The reenergizing of civic groups that have "adopted highways" for litter control is currently underway.

MILESTONES

1.	Prepare update Report on Foreclosed Properties	7/24
2.	COMMISSION DAY MEETING: Foreclosed Property Inventory and Direction	8/24
3.	Complete Community Beautification Code Report	7/24
4.	Complete update of current City Beautification Program/Strategy and Actions for next year	8/24
5.	COMMISSION DAY MEETING: City Beautification Strategy/ Program Presentation and Discussion	8/24

***Responsibility*: Community Response Director; Deputy City Manager - Public Services**

ACTION ITEM 2 : Housing Authority Property Maintenance/Condition - Discussion with FPHA and City Action

KEY ISSUES

- Housing Authority Property Conditions and Appearance
- Property Management
- Compliance with City Codes
- City Role
- Lack of Maintenance

MAY 2024 UPDATE

Pending - work in progress

MILESTONES		
1.	Identify problem areas – condition and appearance	7/24
2.	Meeting with Mayor/City Manager and Housing Authority Chair/Executive Director	TBD

Responsibility: **Community Response Director**

ACTION ITEM 3 : Orange Avenue Beautification Action Plan (including Complete Streets)

KEY ISSUES

- West of 33rd Street
- 17th Street to Kings Highway
- FDOT Control of Roads
- Outside City Limits
- Unattractive Corridor

MILESTONES

~~1.~~	~~Approach FDOT~~	Complete
2.	Receive FDOT Response	10/24

***Responsibility*: Deputy City Manager - Public Services**

MAY 2024 UPDATE

- Orange Avenue, 32nd Street east to US 1 will be under construction beginning May 2024. The FDOT contractor will provide safety upgrades throughout the corridor to include ADA accessibility upgrades, lighting improvements and pavement resurfacing. The duration of construction will be 259 days, ending July 2025.
- Orange Avenue from 32nd Street to Lamont Road is scheduled to start preliminary design in the Fall of 2024. Improvements will include ADA accessibility upgrades, lighting improvements and pavement *resurfacing.*

ACTION ITEM 4 : Housing Minimum Living Standards Program and Enforcement Tools - Definition, Best Practices, Report with Options, Direction, Community Information/Education and Initial Implementation

KEY ISSUES

- Concept Definition
- Desired Outcomes
- Major Problems
- Frequent "Flyers"
- Best Practices
- Compliance/Enforcement Tools
- Special Magistrate Expectations and Contract
- City Role
- Landlord Responsibilities
- Landlord Accountability
- Landlords Putting the Burden on Tenants
- Impacts on Renters
- Protection the Interests of Renter

MILESTONES		
1.	Investigate concept and best practices	6/24
2.	Identify major problems for our Fort Pierce community	7/24
3.	Prepare comprehensive report with options and recommendations, including an implementation plan	10/24
4.	COMMISSION DAY MEETING: Minimum Housing Living Standards and Tools Report Presentation, Discussion and Direction	11/24

Responsibility: **Building Director**

MAY 2024 UPDATE

Investigation is in progress.

ACTION ITEM 5 : Entrances/Gateways Plan - Development and Adoption

KEY ISSUES

MILESTONES		
~~1.~~	~~Identify locations~~	Complete
2.	Complete permitting	6/24
3.	Complete installation	8/24

Responsibility: **City Manager**

MAY 2024 UPDATE

Progressing as planned. The contractor, Don Bell Signs, is working through the permit process. An agreement and resolution to place gateway signs in FDOT rights-of-way will go before the FPRA Board on June 11, 2024.

ACTION ITEM 6 : Mural Projects 2024 - Direction

KEY ISSUES

- Locations
- Artists
- Artist Agreement

MAY 2024 UPDATE

Progressing as planned. Artist and property owner agreements are expected to be presented to the FPRA Board at the July 9th meeting.

MILESTONES		
~~1.~~	~~Call for artists~~	Complete
2.	Identify artists	6/24
3.	DECISION: Award Contract for Mural Artists	6/24
4.	Start murals	7/24
5.	Complete murals	9/24

Responsibility: **City Manager**

ACTION ITEM 7 : Annual Beach Renourishment - St. Lucie County and U. S. Army Corps of Engineers - Update

KEY ISSUES

- St. Lucie County Project
- Bi-Annual Funding (2025)

MAY 2024 UPDATE

FPRA is working with Port Director to determine best path to coordinate a funding distribution schedule and determine the preferred method of funding toward the project. The Port Director has suggested an interlocal agreement between FPRA and SLC, they are discussing internally.

MILESTONES		
~~1.~~	~~FPRA Funding $500,000~~	Complete
2.	Complete Project	TBD

Responsibility: **City Manager**

ACTION ITEM 8 : Landscape Code - Revision

KEY ISSUES

- Code Revisions
- Maintenance Requirement
- Plants Surviving
- Natural Old Florida Feeling

MAY 2024 UPDATE

Preliminarily scheduled for Technical Review in July.

MILESTONES

~~1.~~	~~Complete legal review~~	Complete
2.	Planning Board: Review	7/24
3.	DECISION: Landscape Code Adoption	11/24

***Responsibility*: Planning Director**

ACTION ITEM 9 : Architectural Design Standards Ordinance - Direction and Adoption

KEY ISSUES

- Ordinance Revision
- Historic District

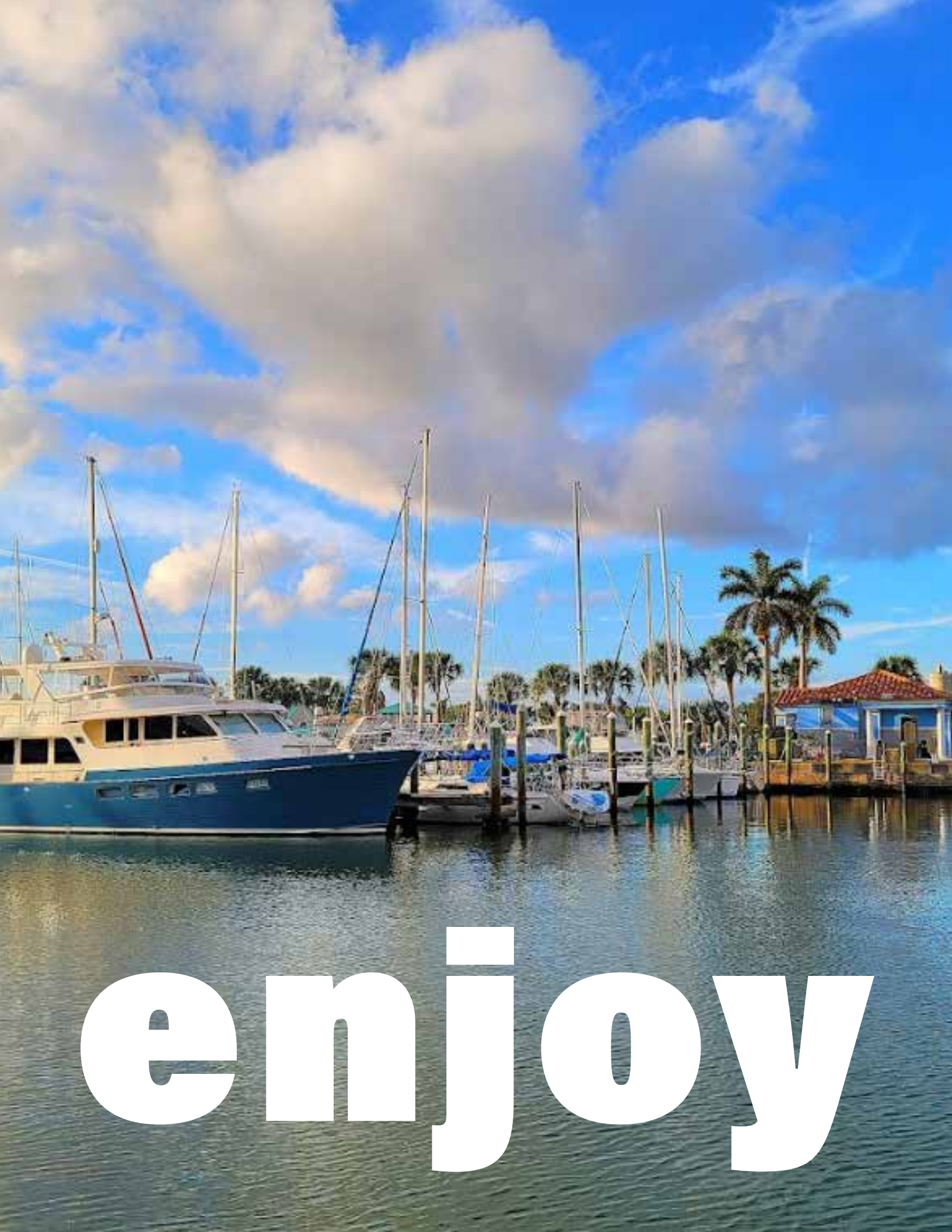
MAY 2024 UPDATE

- Scheduled for Technical Review Committee approval May 2024.
- Currently under legal review.

MILESTONES

1.	Complete legal review	5/24
2.	Planning Board: Review	7/24
3.	DECISION: Architectural Design Standards Ordinance Adoption	11/24

***Responsibility*: Planning Director**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ACTION ITEM 1 : Homeless/Unhoused Residents Strategy: Goals/ Outcomes, Community Problem Analysis and Impacts, Best Service Needs, Report with Options, Direction and City Actions

KEY ISSUES

- Resources for Daytime
- City Role
- St. Lucie County Role
- Community Needs
- Community Resources
- Scope of Services
- Partner: Operator
- Location
- Costs
- Funding Mechanism
- Facility Design
- Hotel/Motel Option and Purchase
- Mobile Unit: Scope of Services and Design
- One Centralized Location
- Homeless Veterans Housing Options
- Location: West Industrial Area

MILESTONES		
1.	Develop concept with a centralized facility and mobile unit	5/24
2.	Develop budget proposal	5/24
3.	BUDGET WORKSHOP: Budget FY 25 for Homeless Daytime Facility and Mobile Unit	7/24
4.	DECISION: Budget FY 25 Funding	9/24

Responsibility: **City Manager**

MAY 2024 UPDATE

The City Manager's Office is working closely with Treasure Coast Homeless Services Council and St. Lucie County to identify a feasible site location for a facility while at the same time exploring potential partnerships with local houses of faith, social service agencies, and mental health providers to offer services in the interim.

ACTION ITEM 2 : Youth Recreational Programs and Activities Expansion - Needs, Report with Options, Direction and City Role/ Actions

KEY ISSUES

- Community Needs
- Gaps
- Current Programs/Activities
- Level of Participation
- Locations
- Potential Additional Programs/ Activities
- Youth Recreational Trends
- Youth Recreational Realities
- City Role

MAY 2024 UPDATE

In progress

MILESTONES		
1.	Prepare youth recreation update	5/24
2.	COMMMISSION DAY MEETING: Youth Recreation – What Has Been Done and Future Plan/Activities	7/24

***Responsibility*: Deputy City Manager - Administrative Services**

ACTION ITEM 3 : Sunrise Theatre Capital and Financial Plan - Development, Direction, Funding Mechanisms and City Actions

KEY ISSUES

- Capital Needs
- Costs
- Funding Mechanism
- CIP Plan for Sunrise Theatre
- Sunrise Theatre Found Ownership of Building
- Major Facilities
- Sunrise Theatre Operating Model
- Marquee Upgrade
- Sunrise Theatre Foundation Fund Raising
- Operator Options

MAY 2024 UPDATE

A Request for Proposals for the Lease and Operational Management of the Sunrise Theatre in Mid-June 2024. The Sunrise Theatre Advisory Board will be asked by the City Manager to serve as the Evaluation Committee for this RFP.

MILESTONES		
1.	Develop a comprehensive CIP with projects and funding mechanism	6/24
2.	CIP WORKSHOP: CIP Budget FY 25 Sunrise Theatre CIP Presentation and Discussion	7/24
3.	DECISION: Budget FY 25 Funding for Sunrise Theatre CIP Projects	9/24

Responsibility: City Manager

ACTION ITEM 4 : Cobb's Landing - Report with Findings and Option, Direction, Issue RFP and Implementation

KEY ISSUES

- City Retention of Land Ownership
- Building Condition
- Community Historic Traditions
- Development Options
- Length of Contract
- Contract End Date
- Financial Component

MAY 2024 UPDATE

No further update at this time.

MILESTONES		
~~1.~~	~~Complete survey~~	Complete
2.	Complete building condition assessment and needs	7/24
3.	Prepare a comprehensive report with findings and options	9/24
4.	COMMISSION DAY MEETING: Cobb's Landing Report Presentation, Discussion and Direction	10/24

Responsibility: Marina Director

ACTION ITEM 5 : City Marina Expansion - Report with Options, Direction, Funding and City Actions

KEY ISSUES

- Phase 1 – Marina Expansion
- Phase 2 – Internal Basin

MAY 2024 UPDATE

Awaiting a meeting to be set up between the Marina staff, Engineering and Tetra Tech to review the contract

MILESTONES

1.	Complete engineering design	2/25
2.	Complete permitting	2/25

Responsibility: Marina Director

ACTION ITEM 6 : Indian Hills Clubhouse Facility/Pickleball Courts - Report with Options, Direction and Funding Mechanism

KEY ISSUES

- Phase 1 Pickleball Courts
- Banquet Capacity Investigation
- Partnership Operator for Banquets
- City Role
- Cost
- Funding

MAY 2024 UPDATE

Construction contract is currently being reviewed by legal. Final City Commission approval anticipated in June 2024. Improvements will include vehicular parking, golf cart parking and four (4) pickleball courts.

MILESTONES		
~~1.~~	~~Conduct pre-bid meeting~~	Complete
~~2.~~	~~Bid for Pickleball Courts~~	Complete
~~3.~~	~~DECISION: Award Contract for Pickleball Construction; Site Plan Approval~~	Complete
4.	Open Pickleball Courts	10/24

Responsibility: **Deputy City Manager - Public Services**

ACTION ITEM 7 : Little Jim Bait and Tackle Operations - RFP and Direction

KEY ISSUES

- Services
- Contract

MAY 2024 UPDATE

Final Draft of the RFP is being finalized.

MILESTONES		
1.	Issue RFP	6/24
2.	Evaluate responses and prepare recommendations	10/24
3.	DECISION: Little Jim Bait and Tackle Contract	12/24

Responsibility: **Marina Director**

ACTION ITEM 8 : Animal Adoption Center Implementation - Next Steps (including Creation of 501c3 and Voucher Program Refinements)

KEY ISSUES

- 501c3 Creation
- Park Yard Upgrade
- Clinic Opening
- Clinic Voucher Program
- Funding Mechanisms

MAY 2024 UPDATE

- Fort Pierce Paws for Progress, Inc (FPPP) has been officially established. They can begin receiving donations in June.
- Approval of the clinic bid received, and Purchasing is working on the construction contract.
- Request sent to Finance to open a restricted fund for donations specific for the clinic (both direct and through the FPPP.
- Pre-construction meeting to be held in June.

MILESTONES

1.	~~Initiate fund raising campaign for Play Yard~~	Complete
2.	Create 501c3 organization	8/24
3.	Prepare report on clinic	8/24
4.	DECISION: Resolution on Clinic and Voucher Program	9/24
5.	Open Clinic	10/24

Responsibility: **Community Response Director**

ACTION ITEM 9 : Smart City Initiative Development - Direction and Actions

KEY ISSUES

- Downtown Fiber
- Airport Areas Fiber

MILESTONES

1.	Prepare update report	11/24
2.	REPORT: Smart City Initiative Update	12/24

Responsibility: **FPUA Utilities Director**