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

CITY COMMISSION AGENDA

Regular Meeting - Tuesday, January 21, 2025 - 5:05 p.m.
City Hall - City Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida

1. **CALL TO ORDER**

2. **OPENING PRAYER -** Pastor Andrew Brown with Full Gospel Tabernacle of Deliverance

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of the minutes from the January 06, 2025 Regular Meeting.

6. **PROCLAMATIONS**

   a. The Battle of Loxahatchee Proclamation

   b. National Certified Registered Nurse Anesthetists Week

7. **LETTERS TO COMMISSION**

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 Security Camera System, Police Department, Securitas Electronic Security, Inc. Uniontown, OH, in the amount of $255,845.72.

b. Approval of First Amendment to the Interlocal Funding Agreement with St. Lucie County, FL for Homeless Services

c. Authorize staff to negotiate a traffic signal maintenance continuing service contract with Econolite Systems with an annual cost of $175,000.00; final contract will come back for approval.

d. Authorization for the Mayor to sign an affidavit to be submitted to the Department of Florida Commerce notifying them that the city will perform the Comprehensive Plan Evaluation and Appraisal review.

e. Approval or denial of the request for the Third Amendment to the Amended and Restated Agreement for Development of King's Landing.

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 25-001 - Economic Development Ad Valorem Tax Exemption. SECOND READING

b. Legislative Hearing - Ordinance 25-002 - Review and approval of Voluntary Annexation by owner Frances Casner, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 3302 Avenue B. The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R-3). Parcel ID: 2408-506-0002-000-5. FIRST READING

c. Legislative Hearing - Ordinance 25-004 - An Ordinance amending the Code of Ordinances of the City at Chapter 121-Subdivisions, to amend the plat procedures. FIRST READING

d. Legislative Hearing - Ordinance 25-005 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 111, Article II, Section 111-151 Delegation of Review Authority to revise the Certificate of Appropriateness (COA) approval Matrix. - FIRST READING

e. Legislative Hearing-Ordinance 25-007, Amending Chapter 103, Article IX - Buildings and Building Regulations, Providing for Public Access to the International Property Maintenance Code. SECOND READING

f. Legislative Hearing-Ordinance 25-008, Amending Chapter 103, Article XI, Buildings and Building Regulations - Mobile and Manufactured Homes Ordinance, Section 103-403, Providing for Public Access to the Mobile/Manufactured Home Repair and Remodeling Guidelines. SECOND READING

g. Legislative Hearing - Ordinance 25-009: An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 2721 South Jenkins Road, from City of Fort Pierce (GC) General Commercial to City of Fort Pierce (RM) Medium Density Residential; Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. FIRST READING

h. Legislative Hearing - Ordinance No. 25-010: An Ordinance by the City Commission of the City of Fort Pierce, Florida; amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 3398 Selvitz Road, from City of Fort Pierce (RL) Low Density Residential to City of Fort Pierce (CO) Conservation and Open Space; Parcel (IDS): 2430-411-0001-000-6 and 2429-321-0003-000-0. FIRST READING

i. Quasi-Judicial Hearing - Ordinance No. 25-011: An Ordinance by the City Commission of the City of Fort Pierce; amending the City's Zoning Atlas and Rezoning two (2) parcels generally located at or near 3398 Selvitz Road, Fort Pierce, Florida, containing approximately 12.357 acres of land, more or less, from (R-1) Single-Family Low Density Zone to (OS-2) Conservation Open Space Zone; Parcel ID(s): 2430-411-0001-000-6 and 2429-321-0003-000-0. FIRST READING

13. **CITY COMMISSION**

a. Resolution 25-R04 Appointing Nicola Angelos to the City of Fort Pierce Arts and Culture Advisory Board as Commissioner Taylor's appointee.

b. Resolution 25-R10 Appointing Dan Noelke to the City of Fort Pierce Parking Committee as Commissioner Taylor's appointee.

c. Resolution 25-R11 Appointing Eric Gill to the City of Fort Pierce Parks Advisory Committee as Commissioner Taylor's appointee.

d. Resolution 25-R12 Appointing Gabe Atkinson to the City of Fort Pierce Infrastructure Surtax Committee as Commissioner Taylor's appointee.

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

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

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

Meeting Date: 01/21/2025

Re: Approval of the minutes from the January 06, 2025 Regular Meeting.

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the minutes from the January 06, 2025 Regular Meeting.

Attachments

01.06.2025 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 01/13/2025 03:25 PM

Final Approval Date: 01/13/2025

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, JANUARY 06, 2025.

1. CALL TO ORDER

Mayor Hudson called the January 06, 2025 Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - Bishop Craig Cobb with City of Faith

3. PLEDGE OF ALLEGIANCE

4. ROLL CALL

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

Staff Present: Acting City Manager Linda Cox
Deputy City Clerk Latoya Ransom
City Attorney Sara Hedges

5. APPROVAL OF MINUTES

a. Approval of Minutes from the December 16, 2024 Regular Meeting.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve the minutes of the December 16, 2024 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

7. **LETTERS TO COMMISSION**

a. Dave Strothmann, Vice President, Ocean Village Property Owners Association, commended Danielle Goncalves, a Permit Specialist in the Building Department, for her exceptional communication, helpfulness, and professionalism during a challenging permit process.

b. The City of St. Petersburg Public Works professionals expressed heartfelt gratitude for the City of Fort Pierce’s donation to the Disaster Recovery Assistance program, which provided essential supplies and support for storm-affected staff.

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

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

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

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.

Emily Fingerhut

Scott Hawkins

Michelle Longarzo

Gus Guiterrez

10. MISCELLANEOUS REPORTS

11. CONSENT AGENDA

a. Approval of travel for Commissioner Curtis Johnson to attend the FBC-LEO Annual Conference in Orlando, Florida from February 27, 2025, to February 28, 2025, in the amount of $900.69.

b. Approval of Change Order No. 1 for Specific Authorization No. 5 with Culpepper & Terpening in the amount not to exceed $19,175.00 for engineering services for the Little Jim Fish Camp sanitary sewer connection.

c. Approval of a corrected Memorandum of Understanding between the City of Fort Pierce and the Fort Pierce Utilities Authority relating to the Interpretation of the Charter Provisions Governing the FPUA Distribution to the City to correct a typographical error in Section 3(B) related to the replacement of FPUA employees by FMPA employees.

d. Approval of Interlocal Agreement between St. Lucie County and the City of Fort Pierce on Non-Annexation of Airport Property.

e. Approval of Change Order No. 2 for Specific Authorization No. 4 with Kimley-Horn & Associates, Inc. in an amount not to exceed $49,980.00 for the Indian River Drive Historic Downtown Waterfront Corridor Improvements.

f. Approval to award Bid No. 2024-025 for Police Department Service pistols to the lowest responsive bidder, Lawmen’s & Shooter’s Supply Inc., in an amount not to exceed $170,051.40.

g. Recommendations from the Arts and Culture Advisory Board seeking approval of the Mayor and City Commission to include sponsorship of the Highwaymen Festival in the amount of $20,000 and soliciting bids for a mural on the Highwaymen Museum.

Commissioner Broaderick pulled items 11d and 11g.
Commissioner Johnson pulled item 11e.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve items 11a-11c and 11f of the consent agenda.

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

Passed

As to item 11d
Commissioner Broderick commented on the interlocal agreement and the annexation.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve item 11d of the consent agenda.

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

Passed

As to item 11e
Jack Andrews, Engineering, explained that this is for the design of the Indian River Drive project and is necessary for the pavement and bridge improvements.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner James Taylor to approve item 11e of the consent agenda.

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

Passed

As to item 11g
Commissioner Broderick inquired if this was done last year.
Acting City Manager Linda Cox explained that this sponsorship also took place last year and includes a bid for a Highwaymen mural.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve item 11g of the consent agenda.

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

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 25-001 - Economic Development Ad Valorem Tax Exemption. FIRST READING.

Deputy City Clerk, Latoya Ransom, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-001
AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE IMPLEMENTATION OF THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION AS PROVIDED BY SECTION 3, ARTICLE VII, OF THE CONSTITUTION OF THE STATE OF FLORIDA; CREATING THE ECONOMIC

DEVELOPMENT AD VALOREM TAX EXEMPTION REGULATIONS OF THE CITY OF FORT PIERCE; ESTABLISHING AN EXEMPTION OF CERTAIN AD VALOREM TAXATION FOR CERTAIN NEW AND EXPANDING BUSINESS PROPERTIES; PROVIDING DEFINITIONS AND REQUIREMENTS; PROVIDED FOR PROCEDURES FOR APPLICATION FOR EXEMPTION; SPECIFYING DUTIES OF THE PROPERTY APPRAISER IN CONNECTION WITH SUCH PROPERTY; REQUIRING A WRITTEN TAX EXEMPTION AGREEMENT; PROVIDING FOR A SUNSET CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE. FIRST READING

Linda Cox, Acting City Manager, commented that the ordinance merely codifies the will of the taxpayers for formalization.

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 25-001.

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

Passed

b. Legislative Hearing-Ordinance 25-007, Amending Chapter 103, Article IX - Buildings and Building Regulations, Providing for Public Access to the International Property Maintenance Code. FIRST READING

Deputy City Clerk, Latoya Ransom, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-007
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX – PROPERTY MAINTENANCE ORDINANCE AND HOUSING CODE, SECTION 103-338 – PROPERTY MAINTENANCE ORDINANCE AND HOUSING CODE TO PROVIDE FOR PUBLIC ACCESS TO THE INTERNATIONAL PROPERTY MAINTENANCE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Paul Thomas, Building Director, explained the recent HUD determination and making the reference materials accessible.

The Commission briefly discussed the changes and the adoption of the policy.

Mr. Thomas explained that this is a Federal policy.

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

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Ordinance No. 25-007.

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

Passed

c. Legislative Hearing-Ordinance 25-008, Amending Chapter 103, Article XI, Buildings and Building Regulations - Mobile and Manufactured Homes Ordinance, Section 103-403, Providing for Public Access to the Mobile/Manufactured Home Repair and Remodeling Guidelines. FIRST READING

Deputy City Clerk, Latoya Ransom, introduced the Ordinance, read by title only, into the record.

ORDINANCE NO. 25-008
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE XI – MOBILE AND MANUFACTURED HOMES ORDINANCE, SECTION 103-403 – MOBILE AND MANUFACTURED HOMES ORDINANCE TO PROVIDE FOR PUBLIC ACCESS TO THE MOBILE/MANUFACTURED HOME REPAIR AND REMODELING GUIDELINES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

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

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Ordinance No. 24-008.

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

Passed

13. CITY COMMISSION

a. Resolution 25-R01 Appointing Christopher Widing to the City of Fort Pierce Planning Board as Commissioner Broderick's appointee.

Deputy City Clerk, Latoya Ransom, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R01
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF A MEMBER TO THE CITY PLANNING BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 25-R01.

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

Passed

b. Resolution 25-R02 Asserting no objection to St. Lucie County abandoning portions of an unnamed rights-of-ways at or near the Southeast Corner of S US Highway 1 and South of E. South Market Avenue.

Deputy City Clerk, Latoya Ransom, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R02
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, ASSERTING NO OBJECTION TO ST. LUCIE COUNTY ABANDONING PORTIONS OF AN UNNAMED 25 FOOT RIGHT OF WAY, AN UNNAMED 50 FOOT RIGHT OF WAY, AND AN UNNAMED 60 FOOT RIGHT OF WAY WITHIN THE PLAT OF ST. JAMES PARK; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Linda Cox, Acting City Manager, commented the County requested this agreement to ensure the City has no issues.

Motion was made by Commissioner James Taylor, seconded by Commissioner Michael Broderick to approve Resolution No. 25-R02.

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

Passed

c. Resolution 25-R03 appointing an at-large position to serve on the FPUA Board, filling the unexpired term of Larry Lammers.

Deputy City Clerk, Latoya Ransom, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R03
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OF AN AT-LARGE MEMBER OF THE FORT PIERCE UTILITIES AUTHORITY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

d. Resolution 25-R05 either granting approval or denying approval of the Sale of the Plat of Villas at King's Landing from Audubon Development, Inc to Kings Landing Ft Pierce, LLC.

Deputy City Clerk, Latoya Ransom, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R05
A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, REGARDING THE CITY’S APPROVAL OR DENIAL OF THE SALE OF THE VILLAS PLAT AT KING’S LANDING; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE.

Attorney Scott Hawkins and Johnathan Bell of INB Homes explained the plans to move forward with the villas as the first construction that aligns with the original plans.

The Commission commented on concerns with separating the project, the performance bond, and the impact of sequencing.

Kevin Freeman, Planning Director, commented on the major site plan amendment as it is independent of this resolution.

Sara Hedges, City Attorney, commented on and clarified the date requirements for moving forward.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Resolution No. 25-R05.

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

NAY: Commissioner Arnold Gaines

Passed

e. Resolution 25-R06 Authorizing the Lease of Space in City Hall to Brian Mast, United States Representative

Deputy City Clerk, Latoya Ransom, introduced the Resolution, read by title only, into the record.

RESOLUTION NO. 25-R06
A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA AUTHORIZING THE LEASE OF SPACE IN CITY HALL, 100 NORTH US HIGHWAY 1, FORT PIERCE, FL 34950 TO BRIAN MAST, UNITED STATES REPRESENTATIVE; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve Resolution No. 25-R06.

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

Passed

f. Selection of Mayor Pro Tem pursuant to Section 23 of the City Charter which requires the City Commission to select one (1) of their number as Mayor Pro Tem at the first regular meeting following January 1.

According to the traditional rotation, Commissioner Johnson is next in line as Mayor Pro Tem.

Motion was made by Commissioner James Taylor, seconded by Commissioner Michael Broderick to approve the selection of Commissioner Johnson as Mayor Pro Tem.

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

Passed

g. City Manager Applicant Review and Shortlist Interview Selection.

Jared Sorensen, Human Resources Manager, and Lynda Aransevia Human Resources Coordinator, provided the applications submitted for review, reducing the applications down to six or eight, and the interview process.

The Commission discussed the applications and reducing them.

Commissioner Johnson requested hiring a staffing service to increase the applicant pool.

The Commission discussed the time frame and cost of hiring a staffing service.

Sara Hedges, City Attorney, commented that the decision does not have to be made tonight and recommended a special meeting.

The Commission agreed on a special meeting to be held on January 16, 2025, at 4 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.

Michelle Longarzo

15. COMMENTS FROM THE CITY MANAGER

a. Reports

Linda Cox, Acting City Manager, announced the Commission Day Meeting on Monday, January 13th at 9 a.m., the FPRA Meeting on Tuesday, January 14th, the Staff Strategic Planning Meeting on January 7th, the Commission Strategic Planning Meeting on January 23rd, and that the City is monitoring the weather to determine if the cold weather shelter at Percy Peek Gym will open.

16. COMMENTS FROM THE COMMISSION

Commissioner Gaines commented on the cold weather shelter.

Commissioner Taylor wished the City a Happy New Year, commented on the City's direction, and St. Lucie County officials and new chiefs' swearing-in tomorrow.

Commissioner Johnson wished the City a Happy New Year and commented on the MLK Parade, new fire station dedication, and TSERTA.

Commissioner Broaderick wished the City a Happy New Year, commented on his optimism for the upcoming year, and expressed the need to address security concerns with the marina and protocols.

Mayor Hudson wished the City a Happy New Year and thanked the staff for their work in 2024.

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 7:52 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 01/21/2025

Re: The Battle of Loxahatchee Proclamation

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

The Battle of Loxahatchee Proclamation

Attachments

The Battle of Loxahatchee

Form Review

Form Started By: Latoya Ransom Started On: 01/14/2025 09:18 AM

Final Approval Date: 01/14/2025

WHEREAS, The Seminoles of Florida and free black militia were ordered to vacate their lands according to the Treaty of Mountie Creek 1823, the Indian Removal Act of 1830, and the Treaty of Payne's Landing 1832; and

WHEREAS, in 1835, black Seminole leaders prepared for war against the Army by recruiting enslaved people from plantations along St. Augustine's east coast to resist removal; and

WHEREAS, on New Year's Day in 1838, a regiment of soldiers worked on the west bank of the Indian River, clearing a site for their new fort and constructing a log house for shelter and protection. On January 2nd, the new wilderness outpost became operational. Fort Pierce honors Colonel Benjamin Kendrick Pierce, a lieutenant during the Second Seminole War; and

WHEREAS, on January 14, 1838, Major General Thomas S. Jessup, commander of all U.S. forces in Florida, designated Fort Pierce as the headquarters in the south while advancing toward Jupiter in pursuit of the Seminoles; and

WHEREAS, from 1835 to 1842, Seminoles and African Americans fought alongside each other against American troops who attempted to remove them from their homeland while defending their territories.

WHEREAS, no peace treaty was ever signed, and Colonel William Jennings Worth declared the war over on August 14, 1842; and

WHEREAS, today, the Seminoles remain unconquered 187 years later, as a result of the Army leaving the Treasure Coast area of Florida with no peace treaty signed.

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

The Battle of Loxahatchee

in the City of Fort Pierce and encourage our citizens to celebrate their unique history.

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 21st day of January 2025.

MAYOR/COMMISSIONER

City Commission Regular Meeting **6. b.**

Meeting Date: 01/21/2025

Re: NATIONAL CERTIFIED REGISTERED NURSE ANESTHETISTS' WEEK

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

National Certified Registered Nurse Anesthetists Week

Attachments

National CRNA WEEk

Form Review

Form Started By: Latoya Ransom Started On: 01/14/2025 09:20 AM

Final Approval Date: 01/14/2025

WHEREAS Certified Registered Nurse Anesthetists (CRNAs) are advanced practice registered nurses, providing anesthesia care to patients in the United States for more than 150 years, CRNAs are among the nation's most trusted professionals; and

WHEREAS, legislation passed by Congress in 1986 made nurse anesthetists/ anesthesiologist the first nursing specialty to be accorded direct reimbursement rights by Medicare; and

WHEREAS, CRNAs are the primary anesthesia providers in rural communities and continue to be the primary providers of anesthesia care to U.S. military personnel; and

WHEREAS, CRNAs practice in every setting in which anesthesia is delivered - from traditional hospital surgical suites and obstetrical delivery rooms to critical access hospitals; and ambulatory surgical centers to the offices of dentists, podiatrists, ophthalmologists, pain management specialists and are qualified to make independent judgments regarding all aspects of anesthesia care based on their education, training and licensure; and

WHEREAS, CRNAs are trusted anesthesia experts, caring for patients safely and compassionately, delivering specialized, cost-effective care to all patients - from newborns to seniors - for every type of procedure in all types of facilities; and

WHEREAS, CRNAs' experience in critical care nursing in addition to anesthesia care, provides the training and education to address the unique healthcare challenges of some of our sickest patients, including veterans.

NOW, THEREFORE, I, Linda Hudson, Mayor of the City of Fort Pierce, Florida, do hereby proclaim January 19-25, 2025:

National CRNA Week

in the City of Fort Pierce and are proud to recognize and honor the countless contributions made on behalf of health and well-being.

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 21st day of January 2025.

MAYOR/COMMISSIONER

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

Meeting Date: 01/21/2025

Re: Security Camera System, Single Source Purchase

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

SUBJECT:

Approval of Security Camera System, Police Department, Securitas Electronic Security, Inc. Uniontown, OH, in the amount of $255,845.72.

SUMMARY:

The Fort Pierce Police Department is requesting to purchase a new security camera system for both the Police Department's main station and the Willie B. Ellis substation in the amount of $255,845.72 for the security and safety of the department. The current system is antiquated, failing, and beyond repair due to its age. Securitas Electronic Security is a single-source vendor that currently provides all the security needs for City Hall and remote sites. On this basis, staff recommends that competitive procurement be waived and that the above item be treated as a "Single Source" commodity.

RECOMMENDATION:

Staff recommends approval of the Police Department security camera system not exceeding $255.845.72 for materials and installation.

ALTERNATIVES:

Staff will proceed as directed by the Commission.

RESPONSIBLE STAFF:

Robert Ridle, Deputy Chief

COORDINATED WITH:

DeVoshay Johnson, Deputy City Manager
Jason Braun, Captain
Securitas

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2025

Account: 1171111-564405

Amount: $255,845.72

FISCAL IMPACT:

Project ARP21. Restricted American Rescue Restricted fund capital item.

Attachments

Securitas Proposal Redacted

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/08/2025 04:10 PM
City Manager	Linda Cox	01/09/2025 08:50 AM
Form Started By: Robert Ridle		Started On: 12/20/2024 11:12 AM
Final Approval Date: 01/09/2025		

Securitas Technology

Prepared For

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

FORT PIERCE POLICE DEPARTMENT - FORT PIERCE, FL - Necessary Video Update And enhancements Full cloud solution - 561049-24

Jason (Captain) Braun
FORT PIERCE POLICE DEPARTMENT
920 South U.S. Highway 1
FORT PIERCE, FL, 34950
Phone: 772.467.6824
jbraun@fppd.org

Prepared By

Securitas Technology Corporation
3800 Tabs Drive Uniontown, OH 44685
Phone: 1-855-331-0359

Miguel Casanova
Sr Account Executive Regional Enterprise
Phone: 914-872-4470
miguel.casanova@securitases.com

Project Site

FORT PIERCE POLICE DEPARTMENT
920 S US 1
FORT PIERCE ,FL ,34950
Phone: 772.467.6824

Why Choose Us

We See Electronic Security Differently

We understand that selecting a partner for your electronic security is a key business decision, and we thank you for the opportunity to present this proposal. We are proud to be a trusted advisor to thousands of organizations in over 40 countries across the globe.

Why? Because we see electronic security differently.

73%

Of Clients Have Been with Us for 6+ Years*

Client Engagement

Working hand in hand with your business, we serve not only as your specialist security provider, but as a **security technology partner and trusted advisor** you can rely on for a bespoke, personalized client experience over the long term.

Innovation

Our **sharp focus on innovation, strategic partnerships with industry leaders, and expansive knowledge** of security products, integrations, engineering processes, and design applications enables us to create the security systems of tomorrow, today.

30+

Strategic Global Technology Partners

5,000+

Highly Skilled Technicians Worldwide

Installation

The depth and breadth of our solutions is surpassed only by the proficiency of our installation teams. From project initiation to completion, our skilled designers, engineers, technicians, and project managers follow centralized processes to deliver **outstanding installations and system integrations.**

Service and Maintenance

Service excellence is embedded within our DNA. By providing a comprehensive service and preventative maintenance program delivered by thousands of technicians across multiple countries,
we are nearby when our clients need us most.

1M+

Service Calls Handled Per Year

50M+

Monitoring Signals Handled Annually Across the Globe

Monitoring Services

From our **44 industry-leading monitoring centers worldwide, staffed with 2,000+ highly trained operators,** we offer you the widest spectrum of interactive alarm, video monitoring, and remote services available today.

Advanced Services

From security technology life cycle management to our **SecureStat HQ™ digital platform, we take the complexity out of security management** with our extensive range of remote, hosted, cloud, embedded, and advanced
managed services.

80,000+

Registered Users of SecureStat HQ™ and Growing

Certifications

SOC Certification

Securitas Technology has achieved Service Organization Control (SOC) 2 certification for adherence to a strict set of five "trust principles," including security, privacy, availability, processing integrity and confidentiality.

SAFETY Act Designation

After an extensive review by the Department of Homeland Security (DHS) of the service standards adopted and followed by Securitas Technology, the DHS awarded Securitas Technology SAFETY Act protection (Designated).

TMA Five Diamond Designation

Our alarm monitoring network is UL, ULC, UL2050 and TMA Five Diamond certified – the latter of which is granted by The Monitoring Association (TMA) to monitoring centers that meet "five points of excellence."

Top 5 Reasons Why Our Clients Choose Us

*Based on data collected from the Securitas Technology 2023 Global Client Survey with 2,369 responses worldwide.

1. **Service Maintenance and Repair Capabilities**
2. **Reputation / Brand and Specialized Expertise**
3. **Sales Relationship / Account Management**
4. **Installation and Project Management Capabilities**
5. **Monitoring Services and Remote Services Capabilities**

> With our global footprint, local operations, scalable systems, personalized services, and intense focus on operational excellence, we are uniquely positioned to be the best technology partner in the industry.

Tony Byerly,
Global President,
Securitas Technology

Sustainable Security Initiative

Securing a More Sustainable Future, Together

Securitas Technology is working together with our clients and industry partners for a more sustainable future **in three key areas.**

In Our Operations:

Science Based Targets

Securitas AB, our corporate parent, is the first global security solutions company to have its sustainability targets validated by the Science Based Targets initiative (SBTi). The company has committed to reducing absolute scope 1, 2, and 3 greenhouse gas emissions by 42% by 2030 from a 2022 base year, aligned to the 1.5-degree goal set by the Paris Agreement and endorsed by the SBTi.

With Our Industry Partners:

Emissions Data

Energy consumption is the largest component of the lifetime environmental impact of electronic security devices. Securitas Technology is documenting energy consumption and CO_2 equivalent (CO_2e) in every proposal, bringing an important awareness and choice to our clients.

For Our Clients:

Remote Services & Insights

Securitas Technology is committed to offering the widest range of remotely delivered services that reduce or eliminate travel to sites and the associated emissions. In addition, we help clients leverage their security infrastructure to reduce energy use.

SCIENCE BASED TARGETS
DRIVING AMBITIOUS CORPORATE CLIMATE ACTION

Table Of Contents

1 .Proposal Schedules 13
2 .Service and Support Schedules 14
3 .Purchase Investment Summary 16

Securitas Technology

I. The Equipment and Material:

Securitas Technology is pleased to provide you with pricing quotation for the Attached list of Licensing and services based on the terms and conditions stated herein. This quotation reflects our best estimate based on information received from your organization. The determination of the exact requirements for this project is the responsibility of the purchasing agency.

II. Installation:

The installation services included in this proposal are all encompassing and are sufficient for the complete installation as described on Schedules. Installation is to be done during normal business hours. Work shall begin and finish in one complete continuous effort. There is no planned phased delivery for this project. After hour access shall be provided if requested and coordinated in advance. Installation price is based on free air cabling and a construction environment composed of mainly lift out ceiling (10ft max. height), and hollow walls. Specific exceptions to the required Installation above are as follows: Because
permits and compliance fees vary considerably from area, they have been excluded from this proposal. Permits and compliance fees for this project will be billed under separate cover once the fees have been identified.

Securitas Technology Security Inc. Will Provide and install a Full cloud video solution for the main Police Department building and substation as per walk-through and below sketch provided bye Fort Pierce PD. 30 day cloud solution for all cameras

Additional installation time required to complete the work beyond the quantities stated may be subject to charge if sufficient access cannot be reasonably coordinated, if phased delivery is required, or if work by others is not complete and causes unforeseen delays.

III. Work by Others:

The following work is the responsibilities of others and is required to be complete and in place before Securitas Technology begins the installation:

1. Power
2. Network connections
3. IP Addresses
4. Core Drilling
5. Environmental
6. Fire Alarm Interface
7. Fire Stopping
8. Lift rental
9. Painting and patching

[redacted]

1 .Proposal Schedules

Material Schedule :

Material Line Items

Description	Qty
[redacted]	

Freight and Handling: **$8,194.65**

Labor Schedule

Securitas Technology

[redacted]

2 .Service and Support Schedules

Service and Support Schedule

Categories	Qty	Internal Part #	Monthly Charges
Ava Aware License 1 year Securitas Technology one (1) year subscription to video management. The service analyzes video feeds from all cameras in real-time, identifies objects and events, and sends instant notifications and alarms based on rules and unusual-activity detection. Service requires equipment, including access control system, door locking hardware and internet connectivity priced separately. Client to provide mobile phone devices with applicable cell phone service coverage, client employee training and customization information required for service. Price per integration. Annual billing required.	**55**	**AWA-CLD-1Y**	**$1,043.90**
Annual Preventative Maintenance III - Video Scheduled Preventative Maintenance (Mon - Fri, 8am - 5pm local time) may include a review of cameras, housings, monitors, controls, storage, DVR/NVR, converter devices and batteries associated with the applicable video system covered and listed under the terms of the contract. Components are typically visually inspected and tested for proper operation and functionality per the STC Preventative Maintenance (PM) Checklist, which includes 30 minutes of travel time. PM service does not include national holidays, battery replacement(s), after hours or weekends, or lift/ specialty rentals required to perform the PM. Repairs identified during the PM, additional travel time, non standard business hours, return trips, and specialty rentals will be billed at standard time and material rates, unless covered under a STC Service Plan.	**2**	**PLAN C VID**	**$130.00**

Customer required to provide free and clear access to equipment and the ability to inspect and test devices as necessary to perform PM service.

Standard Service Plan	**1**	**CP OPTION A**	**$2,720.12**

Plan coverage includes troubleshooting, diagnosis, adjustment, repair and/or replacement, if required, of non-functioning security system devices covered and listed per contract terms. Service is for repair purposes only and covers normal wear and tear. Coverage does not include battery replacement(s), lift or specialty rentals, system upgrades, add ons, technology enhancements, equipment obsolescence, Acts of God, vandalism, customer or third-party alterations or misuse, and other exemptions as identified per contract terms, which will be billed at STC prevailing service rates. Plan covers labor during normal business hours (Monday thru Friday, 8am-5pm local time); does not include national holidays, weekends or after hours service, which will be billed at STC prevailing hourly rates. Customer required to provide free and clear access to equipment and the ability to perform repair services as necessary. Customer is responsible to perform their own onsite device and signal testing to identify and report any system malfunctions or service repair needs.

Service & Support Schedule Subtotal

$3,894.02

Service & Support Schedule Subtotal (After Warranty Period):

$3,894.02

3 .Purchase Investment Summary

Pricing Breakdown

Material Schedule:	**$158,430.00**
Labor Schedule:	**$13,360.00**
Subcontracting & Cable Schedule:	**$84,055.72**
	Total:
	$255,845.72

*Prices quoted do not include Sales or Use tax. Applicable Sales and Use tax will be added to the quoted prices.

Billing Terms:

0% On Order Entry - 40% Upon Installation - 60% On Installation Completion. Payment Terms: Due Upon Receipt.

Service and Support Schedule (Monthly per Location): $3,894.02

Note: Billing for all Services, including applicable Service Plans, will be begin upon installation completion or in-service date.

Client agrees to pay Securitas Technology Corporation this monthly sum, plus all applicable taxes, per location, for the Services indicated on the Service & Support Schedule, prepaid Annually for a period of 5 year(s).

This proposal shall be governed by the terms and conditions of the existing agreement between the parties. Any additional or inconsistent terms or conditions contained in a Purchase Order or other document submitted by Buyer shall not be binding on either party.

This proposal is valid for **30** days.

Thank you for the opportunity to provide this proposal. Please sign, date and return the proposal in its entirety to

Email: miguel.casanova@securitases.com

Please issue any Purchase Order or other contract documents to Securitas Technology Corporation

Client Expected Completion Date:

This Agreement shall not become binding on Securitas Technology Corporation until approved and accepted by Securitas Technology Corporation management as provided below.

Seller:	**Buyer:**
Securitas Technology Corporation	FORT PIERCE POLICE DEPARTMENT
Company	Trade, partnership or corporate name if different from above.
	920 South U.S. Highway 1
	FORT PIERCE FL 34950
Address	Address
Miguel Casanova, Sr Account Executive Regional Enterprise	DeVoshay "Shay" Johnson Sr Deputy City Manager, City of Fort Pierce
Account Representative Name & Title	Name & Title
	DeVoshay Johnson 12/9/24
Securitas Technology Corporation Management	Authorized Signature Date

Securitas Technology Corporation Date

Management Signature

4. Sustainability Summary

Securitas Technology is working together with our clients and industry partners for a more sustainable future.

This proposal includes a CO_2 equivalent (CO_2e) calculation so that you can better understand the environmental footprint of the proposed solution. Contact us if you would like to discuss other more sustainable options.

Manufacturer	Part Number	Qty	Annual CO2e (lbs.)
[redacted]			

Annual Total : **24,233.84 lbs.**

This is equivalent to these offset actions:[2]

- CO_2 sequestered annually by **12.84 acres of mature forest**
- CO_2 avoided through **3.88 tons of waste recycled instead of landfilled**

[1]Annual emissions are calculated based on energy consumption for the solution in use 24 hours a day, multiplied by the emissions factor for electricity generated in the United States.

[2]Source: Environmental Protection Agency, Greenhouse Gas Equivalencies Calculator

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

Meeting Date: 01/21/2025

Re: First Amendment to the Interlocal Funding Agreement with St. Lucie County, FL for Homeless Services

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

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SUBJECT:

Approval of First Amendment to the Interlocal Funding Agreement with St. Lucie County, FL for Homeless Services

SUMMARY:

The City of Fort Pierce entered into an agreement with St. Lucie County on May 6, 2024, to provide homeless services as part of our community's efforts to address homelessness. The allocation of $125,000 covers staffing and operational costs at the Housing HUB, a 24-bed shelter for adult men, and the development of a Women's Facility.

On August 12, 2024, Treasure Coast Homeless Services Council requested St. Lucie County to broaden the use of these funds to address homelessness beyond the Housing Hub and to extend the contract term by one year. Consequently, the Interlocal Funding Agreement between the City of Fort Pierce and St. Lucie County for Homeless Services needs to be amended. The St. Lucie County Board of Commissioners approved Amendment No. 1 to the Housing Hub Grant Agreement between St. Lucie County and Treasure Coast Homeless Services Council, Inc. on December 10, 2024.

The following are the expanded the scope of services under the funding agreement:

- Street Outreach and Shelter Intake: With the increase in homeless individuals camping in public spaces, the demand for street outreach services has grown. TCHSC's trained outreach staff plays a critical role in engaging these individuals and directing them to appropriate services. The passage of House Bill 1365, which bans camping in public areas, heightens the need for effective triage and shelter placement. Expanding funding to support outreach will help address this need.
- St. Lucie County Director Position: St. Lucie County has made the largest contribution to combating homelessness among the three counties served by TCHSC. In response to the county's commitment, TCHSC has hired a director to oversee interagency coordination and planning. The proposed amendment would allow reimbursement for key deliverables associated with this role, ensuring seamless collaboration and enhanced program oversight.
- Certification for Homeless Individuals: The DMV requires homeless individuals to present a Certification of Homeless Status in order to obtain an ID at no cost. Previously handled by the Community Services department, TCHSC has agreed to take on this responsibility. In doing so, TCHSC can use the opportunity to assess the individual's needs and connect them to available services, increasing the chances of enrollment in supportive programs.
- Move-In Rental Assistance: Once individuals are prepared to transition from homelessness to stable housing, the costs associated with moving into a rental

property, such as first and last month’s rent and security deposits, can be prohibitive. The proposed amendment would allow funds to cover these expenses, along with up to two months of stability support, ensuring individuals can secure housing and free up shelter space for others in need.

RECOMMENDATION:

Approve amendment as presented.

ALTERNATIVES:

Amend or deny amendment.

RESPONSIBLE STAFF:

Audria Moore, Special Projects Coordinator

COORDINATED WITH:

City Manager's Office
Attorney's Office
FPRA Administrator
St. Lucie County Community Services
St. Lucie County Attorney's Office

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2024
Account:	N/A
Amount:	0

OTHER INFORMATION:

There is no fiscal impact associated with this amendment at this time. At the May 6, 2024 City Commission Meeting, the Commission approved the Interlocal Funding Agreement in the amount of $125,000 in the FY2024 budget to fund staffing as well as operational costs at the Housing HUB (24-bed shelter for adult men) and to expand services by developing a Women’s Facility.

Attachments

City Attorney Approval Memo
First Amendment

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/06/2025 01:51 PM
City Manager	Linda Cox	01/06/2025 01:51 PM
Form Started By: Audria Moore		Started On: 11/08/2024 02:34 PM
Final Approval Date: 01/06/2025		

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Audria Moore, Special Projects Coordinator, City Manager

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: First Amendment to the Interlocal Funding Agreement with St. Lucie County, FL for Homeless Services

CAO RLS FILE: 24-413

DATE: October 30, 2024

I have reviewed the First Amendment to the Interlocal Funding Agreement. I have communicated with the County Attorney's Office regarding this document. The document has been simplified to better reflect the intent of the parties. The First Amendment uploaded by this Office to Agenda Quick is approved as to form and correctness.

Please note, you will need to attach the following documents to the First Amendment when presenting it to the City Commission for approval:

Attachment "A" – Grant Agreement between the County and TCHSC
Attachment "B" – Interlocal Funding Agreement between the City and the County
Attachment "C" – First Amendment to the Grant Agreement between the County and TCHSC

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

Thank you.

FIRST AMENDMENT TO MAY 7, 2024 INTERLOCAL FUNDING AGREEMENT BY AND BETWEEN ST LUCIE COUNTY, FLORIDA AND THE CITY OF FORT PIERCE FOR HOMELESS SERVICES

THIS FIRST AMENDMENT is made this ____ day of _____, 2024, by and between ST. LUCIE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and the CITY OF FORT PIERCE, a Florida municipal corporation, hereinafter referred to as the "City".

WHEREAS, on January 9, 2024, the County entered into a grant agreement with the Treasure Coast Homeless Services Council ("TCHSC") to fund staffing as well as operational costs at the Housing Hub and to expand services by developing a women's facility (Attachment "A"); and,

WHEREAS, on May 7, 2024, the parties entered into an Interlocal Funding Agreement (the "Agreement") wherein the City contributed funds to support the Housing Hub and TCHSC's expansion of services to women (Attachment "B"); and,

WHEREAS, on September 17, 2024, the County amended its grant agreement with the TCHSC to reflect additional eligible activities and extend the term as detailed in the attached Amendment No. 1 to the Housing Hub Grant Agreement (Attachment "C"); and,

WHEREAS, the parties desire to amend the Agreement to reflect the changes made to the County's grant agreement with TCHSC.

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

1. Attachment "C" is adopted by the parties as the First Amendment to the Agreement.

2. Except as amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.

[Remainder of Page Intentionally Left Blank]

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

ATTEST:

DEPUTY CLERK

ST. LUCIE COUNTY

CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

COUNTY ATTORNEY

ATTEST:

CITY CLERK

CITY OF FORT PIERCE

MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

CITY ATTORNEY

C24-01-266

Attachment A

ST. LUCIE COUNTY AND TREASURE COAST HOMELESS SERVICES COUNCIL, INC HOUSING HUB GRANT AGREEMENT

THIS AGREEMENT, made this 9th day of January, 2024 between **ST. LUCIE COUNTY**, a political subdivision of the State of Florida, hereinafter called the "County," and **TREASURE COAST HOMELESS SERVICES COUNCIL, INC.**, a Florida Not-For-Profit Corporation, or its successors, executors, administrators, and assigns hereinafter called "Recipient":

IN CONSIDERATION of the mutual benefits received by each part, the parties mutually agree as follows:

1. The County shall disperse to the Recipient a financial award not to exceed six hundred thousand and 00/100 dollars ($600,000) for the period beginning October 1, 2023 through and including September 30, 2024. The Recipient shall use funds in accordance with the applicable Attachments included with this agreement. Recipient may use up to fifteen percent (15%) of the total award for administrative fees. This fee is meant to cover costs to develop, administer, evaluate and track projects and/or programs described in Exhibit A – Scope of Award. After the initial advance, this Agreement is on a cost-reimbursement basis. The Recipient will be required to submit Quarterly Financial Activity Reports and Quarterly Outcome reports as delineated in Exhibit B – Reporting Requirements. Reports shall be due on or before the 15th of the month following each quarter. Once received, payment will be made to the Recipient within thirty (30) days of County approval. The County reserves the right to request additional data concerning long-term outcomes that the Recipient may have readily available regarding supported programs for up to five (5) years following the full expenditure of the grant funds.
2. Preference shall not be given to any particular population of the homeless i.e., veterans, domestic violence victims, etc.
3. Recipient shall maintain all funds provided under this Agreement in a separate bank account or Recipient's accounting system shall have sufficient internal controls to separately track the expenditure of all funds from the Agreement. The recipient shall expend no more than $300,000 for the Women's shelter and no more than $300,000 for the Men's shelter under this combined funding agreement. There shall be no commingling of funds provided under this Agreement, with any other funds, projects, or programs.
4. Recipient shall have internal controls to adequately safeguard funding.
5. If the grant cannot be used or a subsequent audit reveals the grant was not used according to this Agreement, any money not so used shall be reimbursed to the County within thirty (30) days from the date of Recipient's receipt of a written request for reimbursement from the County. The County reserves the right to request, and Recipient must furnish within thirty (30) calendar days, repayment of any sums not used in accordance with this Agreement.
6. If requested, Recipient shall provide an audit, by a certified or duly licensed public accountant, of the expenditure of monies disbursed pursuant to this Agreement. Recipient shall submit all documents required under this paragraph within one hundred and eighty days (180) days after the end of its last fiscal year during which funds are expended under the Contract.
7. Recipient gives the County the right, until the expiration of three (3) years after expenditure of funds under this Agreement, to audit the use of the grant monies. Upon demand, the

DocuSign Envelope ID: FDC580CE-8B26-4777-B9F8-C56C891D1953

County shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Recipient involving transactions related to these grant monies. All required records shall be maintained until an audit is completed and all questions arising there from are resolved, or until the expiration of three (3) years after the expenditure of the funds.

8. Recipient shall ensure rules of conduct for all staff, volunteers, contractors, agents and participants are in place and provide a copy to the County upon request.

9. Recipient shall be responsible for providing necessary security and ensuring the safety of its staff, volunteers, contractors, agents and participants at all times.

10. Recipient is and shall be an independent contractor, responsible to all parties for all of its acts or omissions and the County shall in no way be responsible for such acts or omission. Recipient shall and will indemnify and hold harmless the County from and against any and all liability, claims, damages, expenses, fees, fines, penalties, suits, proceedings, and actions and cost of actions, including reasonable attorney's fees of any kind and nature arising or growing out or in any way connected with the use, occupations, administration or control of the above described services by Recipient or its agents, employees, customers, patrons or invitee, or resulting from injury to person or property, or a loss of life or property of any kind or nature whatsoever sustained during the term of this Agreement. Recipient hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification provided herein.

11. Recipient agrees to comply with all local, state and federal laws, rules and regulations.

12. Recipient shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits set forth below. Such insurance shall cover Recipient and appropriate personnel, including without limitation, Recipient's employees and contractors. Recipient shall also provide the County with evidence of this insurance in the form of Certificates of Insurance which shall be subject to the County' s approval for adequacy. The County shall be an Additional Insured on policies of Commercial General Liability with respect to all claims arising out of the work performed under this Agreement. The County shall be given thirty(30) days prior written notice of any material changes or cancellations of the policies. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

    a. Commercial General Liability. Recipient shall provide and maintain during the life of this Agreement, its own expense, Commercial General Liability insurance on an occurrence basis for a minimum combined single limit of $1,000,000.00 per occurrence, 2,000,000.00 general aggregate for claims of bodily injury including death, property damage and personal injury. Contractual Liability coverage shall be included.

    b. b. Commercial Auto Liability. Provider shall provide and maintain during the life of this Agreement, at its own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of$ 1,000,000.00 combined single limit.

    c. c. Workers' Compensation. Provider shall provide and maintain during the life of this Agreement, at its own expense, Workers' Compensation insurance coverage to cover all employees and include Employers Liability coverage with limits of not less than 1,000,000.00 for accidents or disease.

13. All publications, media productions and exhibit graphics shall include the following statement: Sponsored in part by the Board of County Commissioners, St. Lucie County, Florida.

14. Any notice shall be in writing and sent registered or certified mail, postage and charges prepaid, and addressed to the parties at the following address:

TO THE COUNTY:	St. Lucie County Administrator 2300 Virginia Avenue Fort Pierce, Florida 34982
WITH COPIES TO:	St. Lucie County Attorney Administration Annex 2300 Virginia Avenue Fort Pierce, Florida 34982
	St. Lucie County Community Services Director Administration Annex 2300 Virginia Avenue Fort Pierce, Florida 34982
TO RECIPIENT:	Treasure Coast Homeless Services Council, Inc. 2525 St. Lucie Avenue Vero Beach, Florida 32960

15. No amendment, modification or waiver of this Agreement shall be valid or effective unless in writing and signed by both parties and no waiver of any breach or condition of this Agreement shall be deemed to be a waiver of any other conditions or subsequent breach whether of like or different nature. If the County currently provides or subsequently provides any forms for agreement modification, Recipient agrees to use said forms.

16. Recipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Section 112.311, Florida Statutes (2018) and as may be amended from time to time. Recipient further represents that no person having any interest shall be employed for said performance.

17. This Agreement may be terminated by either party without cause, upon ninety (90) days prior written notice to the other party. The County may, if due to the fault of Recipient, without prejudice to any other right or remedy, after thirty (30) days written notice, terminate this Agreement if:

A. Recipient is adjudged bankrupt or insolvent.

B. Recipient makes any assignment for the benefit of creditors.

C. A trustee or receiver is appointed for Recipient or for any of Recipient's property.

D. Recipient files a petition or seeks in any manner to take advantage of any debtor's act or to reorganize under bankruptcy or any similar law.

E. Recipient violates any material provision of this Agreement and has failed to cure such violation after thirty (30) days written notice from the County, which describes the alleged violation, and requests cure.

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

Termination is effective on the date specified on the written notice. In any event, of termination under this paragraph, Recipient shall be paid for all services satisfactorily performed the effective date of termination. The County reserves the right to request, and Recipient must furnish with thirty (30) calendar days, repayment of all or a portion of the initial advance payment if recipient elects to terminate this Agreement without cause within the first year of this Agreement.

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

19. Except as otherwise provided, this Agreement shall be binding upon and shall insure to the benefit of the parties.

20. In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

21. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial Circuit for St. Lucie County, Florida

for claims under state law and the Southern District of Florida for any claims that are justiciable in federal court.

22. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either verbal or written, between the parties hereto.

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

    a. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service.
    b. Provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in state law or as otherwise provided by law.
    c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
    d. Meet all requirements for retaining public records and transfer, at no cost, to the County all public records and possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County.

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

24. Effective January 1, 2021, as required by Section 448.095(2)(a), Florida Statutes, the Recipient and any subcontractors shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. The County, Recipient, and any subcontractors may not enter into a contract unless each party uses the E-Verify System. The Recipient shall provide documentation of its compliance with this requirement upon request by the County.

    If the Recipient enters into a contract with a subcontractor, the subcontractor must provide the Recipient with an affidavit stating the subcontractor does not employee, contract with or subcontract with an unauthorized alien. The Recipient shall maintain a copy of the affidavit during the terms of this Agreement.

    The County will not intentionally award contracts to any contractor who knowingly employ unauthorized alien workers, constituting a violation of the employment provisions of the Immigration and Nationality Act ("INA"). The County shall consider the employment by the Recipient of unauthorized aliens a violation of 8 Section U.S.C. 1324(a)(3) [Section 274(e) of the INA]. The Recipient agrees that violation by the Recipient shall be grounds for unilateral termination of this Agreement by the County.

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials as of the day and year first written above.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

Vera Smith
DEPUTY CLERK

BY: Cathy Laurser
CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

Asst
COUNTY ATTORNEY

WITNESSES:

Bruce Cady

Martie Halloran

TREASURE COAST HOMELESS SERVICES COUNCIL, INC.

BY:

NAME: Rayme L. Nuckles

TITLE: Executive Director - Visionary Leader

EXHIBIT A: SCOPE OF AWARD

Project Title:	Housing Hub (Men's and Women's)
Project Description:	Each Hub will provide shelter to unaccompanied homeless individuals. Residents will have access to benefit enrollments, healthcare, mental health services, and employment support and training. Individuals will be provided with case management during their stay and for 6 months following their exit from the program with the goal on obtaining permanent housing.
Project Start Date:	October 1, 2023
Project End Date:	September 30, 2024
Amount of Approved Funding:	An amount not to exceed $600,000.00. 15% of the total award can be used to cover administrative costs. Reimbursement requests to be made by the recipient on a quarterly basis to include all supporting financial documentation describing expenditures and proof of payment.
Year One	The County will provide funding as follows: $600,000 Annual Award -$217,500 Advance (15% admin fee + 1st quarter payment of $127,500) upon execution of contract $382,500 Balance paid in remaining 3 quarterly payments of $127,500.

DocuSign Envelope ID: FDC580CE-8B26-4777-B9F8-C56C891D1953

EXHIBIT B: REPORTING REQUIREMENTS

- Attachment A - Financial Activity Report
- Attachment B - Outcome Report
- Attachment C - Demographic Report
- Attachment D - HMIS Data Report

FINANCIAL ACTIVITY REPORTING WOMEN'S SHELTER

Treasure Coast Homeless Services Council

TCHSC Contract # XXXXXXX General Revenue Funds

RECIPIENT: Treasure Coast Homeless Services Council
FINANCIAL REPORTING Housing Hub

BUDGET CATEGORIES	Budgeted Allocation	Advance Quarter 1	Reimbursement Quarter 2	Reimbursement Quarter 3	Reimbursement Quarter 4	Total Payments to Date	TOTAL EXPENDITURES Quarter 1 Oct-23	Nov-23	Dec-23	Quarter 2 Jan-24	Feb-24	Mar-24	Quarter 3 Apr-24	May-24	Jun-24	Quarter 4 Jul-24	Aug-24	Sep-24	Total Expended To Date	Unexpended Balance (A-C)
Total Funds Allocated	$600,000.00						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$600,000.00
							Expenses	Expenses	Expenses	Expenses	Expenses	Expenses							(3)	(4)
	Budgeted Allocation																		Year to Date	Unexpended Balance (1-4)
PROGRAM EXPENSES																				
Line 1. Administrative Funds - **Men's Shelter**	$45,000.00	$0.00				$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,000.00
Line 1. Administrative Funds - **Women's Shelter**	$45,000.00	$0.00				$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$45,000.00
Line 2. Operational costs including Shelter Monitors, Case Management staffing & Program Expenses - **Men's Shelter**	$255,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$255,000.00
Line 2. Operational costs including Shelter Monitors, Case Management staffing and Program Expenses - **Women's Shelter**	$255,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$255,000.00
Total	**$600,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$600,000.00
1. Total funds received from SLC - YTD																				
$0.00			$0.00																	

I certify that I am authorized to sign reports and the information provided herein is true and accurate to the best of my knowledge.

Name and Title (please type) Authorized Signature

Rayme Nuckles, Executive Director

DATE: _____

Attachment B - Outcome Report for St. Lucie County

	Oct – Dec 2023	Jan – Mar 2024	Apr – Jun 2024	July - Sept 2024	Total
St. Lucie – ESG- Rental Assistance & Other Homeless Prevention Services					0
SOAR Services - Social Security Disability Applications					0
Benefits enrollment - Food Stamps					0
Medical Service Referral					0
Residential Program					
Men's - Applications for Residency					0
Women's - Applications for Residency					0
Men's - Residential Enrollments					0
Women's - Residential Enrollments					0
Men's - Number on Waitlist					0
Women's - Number on Waitlist					0
Men's - Successful exits in Permanent Housing					0
Women's - Successful exits in Permanent Housing					0
Men's - Number of Residents voluntarily leaving the program					0
Women's - Number of Residents voluntarily leaving the program					0
Men's - Number of Residents asked to leave the program					0
Women's - Number of Residents asked to leave the program					0

Attachment C - Residential Demographic Report *

	Oct – Dec 2023	Jan – Mar 2024	Apr – Jun 2024	July - Sept 2024	Total
Age					0
Gender					0
Ethnicity					0
Length of Homelessness					0
Income					0
Education Level					0

* This report can be provided through the Homeless Management Information Systems (HMIS) printout.

Attachment D - HMIS Database Access

Treasure Coast Homeless Services Council agrees to provide St. Lucie County one license to access the Housing Hub and Shelter Data in the Homeless Management Information System

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/15/2024

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

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

PRODUCER	CONTACT NAME: Jessica Shephard	
Schlitt Insurance Services 1717 Indian River Boulevard Suite 300 Vero Beach FL 32960	PHONE (A/C, No, Ext): (772) 567-1188	FAX (A/C, No): (772) 778-1416
	E-MAIL ADDRESS: jess@schlittservices.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Scottsdale Insurance Co.	
	INSURER B : Technology Insurance Company	42376
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

INSURED
Treasure Coast Homeless Services Council, Inc., DBA: Indian River Rayme Nuckles 2525 St. Lucie Avenue Vero Beach FL 32960

COVERAGES **CERTIFICATE NUMBER:** CL2421510901 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y		UPOLV-O	02/05/2024	02/05/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Medical Payments	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000 $ 5,000
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			UPOLV-O	02/05/2024	02/05/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ 1,000,000 $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4272600	07/15/2023	07/15/2024	PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

St Lucie County Board of County Commissioners: 2300 Virginia Ave, Fort Pierce, FL 34982 is additional insured with respect to all claims airising out of the work performed under this Agreement.

CERTIFICATE HOLDER

St Lucie County Board of County Commissioners
2300 Virginia Ave
Fort Pierce FL 34982

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jeff M Schlitt

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C24-05-462

Attachment B

INTERLOCAL FUNDING AGREEMENT
BY AND BETWEEN ST. LUCIE COUNTY, FLORIDA
AND THE CITY OF FORT PIERCE FOR HOMELESS SERVICES

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this 17 day of May, 2024, by and between the CITY OF FORT PIERCE, a Florida municipal corporation, (hereinafter "City") and ST. LUCIE COUNTY, a political subdivision of the State of Florida (hereinafter "County").

RECITALS

WHEREAS, the County and City desire to enter into this Agreement pursuant to Section 163.01 Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969," which authorizes local governmental units to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage; and

WHEREAS, the County is seeking financial contributions in support of the Treasure Coast Homeless Services Council ("TCHSC"), a non-profit organization, to continue to fund staffing as well as operational costs at the Housing Hub (24-bed shelter for adult men) and to expand services by developing a Women's Facility; and

WHEREAS, the City desires to contribute funds to support the TCHSC Housing Hub and TCHSC's expansion of services to women; and

WHEREAS, the County acknowledges the importance of the TCHSC Housing HUB and TCHSC's expansion of services to women and is willing to accept the funds provided by the City for the purposes outlined in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, mutual benefits to be derived from the cooperation of the parties regarding addressing the needs of homeless individuals, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the County agree as follows:

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

2. **City Responsibilities.** The City agrees to provide the County with the sum of One Hundred Twenty-Five thousand Dollars ($125,000) to be remitted to the TCHSC to fund staffing as well as operational costs at the Housing HUB and to expand services by developing a Women's Facility.

    a. The City shall remit payment to the County within thirty (30) days of the effective date of this Agreement.

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5345963 06/04/2024 11:11:26 AM
OR BOOK 5159 PAGE 737 - 744 Doc Type: AGR
RECORDING: $69.50

3. **County Responsibilities.** The County shall remit the funds received from the City to the TCHSC for use by the TCHSC to fund staffing as well as operational costs at the Housing HUB and to expand services by developing a Women's Facility.

   a. The County shall remit the funds received from the City to the TCHSC on a cost-reimbursement basis in accordance with the terms of the grant agreement between the County and TCHSC.

   b. The County agrees to provide the City with the quarterly Financial Activity Reports and Quarterly Outcome reports provided by TCHSC pursuant to the grant agreement.

   c. If the funds cannot be used or a subsequent audit reveals the funds were not used according to this Agreement, any money not so used shall be reimbursed to the City within thirty (30) days from the date of County's receipt of a written request for reimbursement from the City. The City reserves the right to request, and the County must furnish within thirty (30) calendar days, repayment of any sums not used in accordance with this Agreement.

4. **Term; Termination:** This Agreement shall commence on the effective date set forth in paragraph 11 below, and shall continue until September 30, 2024, or until the funding has been fully expended, whichever comes last. This Agreement may be terminated upon mutual agreement of the parties except in the event of a breach of a provision herein, in which case the non-breaching party may terminate upon thirty (30) days written notice to the other party.

5. **Notices.** All written notices required under this Agreement, shall be in writing and shall be (as elected by the party giving such notice) hand delivered by messenger or courier service or mailed by certified mail, postage prepaid, return receipt requested, and shall be directed to the following persons and places designated by the parties:

FOR THE CITY:	FOR THE COUNTY
CITY OF FORT PIERCE 100 N. U.S. Highway 1 Fort Pierce, FL 34950 With a copy to: CITY MANAGER CITY OF FORT PIERCE 100 N. U.S. Highway 1 Fort Pierce, FL 34950 AND SARA HEDGES, CITY ATTORNEY	ATTN: COMMUNITY SERVICE DIRECTOR 714 Avenue C, 2nd Floor Fort Pierce, FL 34950 With a copy to: ST. LUCIE COUNTY ADMINISTRATOR County Administration Annex 2300 Virginia Avenue Fort Pierce, FL 34982 AND ST. LUCIE COUNTY ATTORNEY

CITY OF FORT PIERCE 100 N. U.S. Highway 1 Fort Pierce, FL 34950	County Administration Annex 2300 Virginia Avenue Fort Pierce, FL 34982

6. **Invalid Provisions.** In the event any term or provision of this Agreement is held illegal, unenforceable, or inoperative as a matter of law, the remaining terms and provisions will not be affected thereby but will be valid and remain in full force and effect so far as possible. If any provision of this Agreement may be construed in two or more ways, one of which would render the provision invalid or otherwise voidable or unenforceable and another of which would render the provision valid and enforceable, such provision shall have the meaning which renders it valid and enforceable.

7. **Liability.** The parties to this Agreement shall not be deemed to have assumed any liability for the negligent or wrongful acts or omissions of the other party, or their respective officers, employees, servants, or agents. Nothing contained herein shall be construed as a waiver, by either party, of the liability limits established in Section 768.28, Florida Statutes, or any other source of applicable governing law.

8. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto as it pertains to the subject matter contained herein and shall supersede and take precedence over any and all prior and contemporaneous verbal or written agreements and understandings between the parties hereto.

10. **Amendments.** This Agreement may not be amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by each and all of the parties hereto.

11. **Recording; Effective Date.** This Agreement shall be recorded by the County in the Official Public Records of the Clerk of the Court of St. Lucie County, Florida. A copy of the recorded Agreement shall be forwarded to the City. The Effective Date of this Agreement shall be the date the Agreement is recorded in the public records of St. Lucie County, Florida.

(Remainder of this page left blank)

IN WITNESS WHEREOF, the County and City have caused this Agreement to be executed on behalf of their respective entities, their successors, and assigns, on the day first above written.

ATTEST:

Vera Smith
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: Cathy Townsend
CATHY TOWNSEND, CHAIR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
COUNTY ATTORNEY

ATTEST:

Linda W. Cox
CITY CLERK

CITY OF FORT PIERCE, FLORIDA

BY: Linda Hudson
LINDA HUDSON, MAYOR

APPROVED AS TO FORM AND CORRECTNESS:

BY: _____
SARA HEDGES, CITY ATTORNEY

FINANCIAL ACTIVITY REPORTING WOMEN'S SHELTER

Treasure Coast Homeless Services Council

TCHSC Contract # XXXXXXX General Revenue Funds

RECIPIENT: Treasure Coast Homeless Services Council
FINANCIAL REPORTING Housing Hub

BUDGET CATEGORIES	Budgeted Allocation	Advance Quarter 1	Reimbursement Quarter 2	Reimbursement Quarter 3	Reimbursement Quarter 4	Total Payments to Date	TOTAL EXPENDITURES Quarter 1 Oct-23	Nov-23	Dec-23	Quarter 2 Jan-24	Feb-24	Mar-24	Quarter 3 Apr-24	May-24	Jun-24	Quarter 4 Jul-24	Aug-24	Sep-24	Total Expended To Date	Unexpended Balance (A-C)
Total Funds Allocated	**$600,000.00**						$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$600,000.00**
							Expenses	**Expenses**	**Expenses**	**Expenses**	**Expenses**	**Expenses**							**(3)**	**(4)**
	Budgeted Allocation																		Year to Date	Unexpended Balance (1-4)
PROGRAM EXPENSES																				
Line 1. Administrative Funds - **Men's Shelter**	$45,000.00	$0.00	N/A	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**$45,000.00**
Line 1. Administrative Funds - **Women's Shelter**	$45,000.00	$0.00	N/A	N/A	N/A	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**$45,000.00**
Line 2. Operational costs including Shelter Monitors, Case Management staffing & Program Expenses - **Men's Shelter**	$255,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**$255,000.00**
Line 2. Operational costs including Shelter Monitors, Case Management staffing and Program Expenses - **Women's Shelter**	$255,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	**$0.00**	**$255,000.00**
Total	**$600,000.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$600,000.00**
1. Total funds received from SLC - YTD																				
$0.00			$0.00																	

I certify that I am authorized to sign reports and the information provided herein is true and accurate to the best of my knowledge.

Name and Title (please type) Authorized Signature

Rayme Nuckles, Executive Director

DATE: _____

Attachment B - Outcome Report for St. Lucie County

	Oct – Dec 2023	Jan – Mar 2024	Apr – Jun 2024	July - Sept 2024	Total
St. Lucie – ESG- Rental Assistance & Other Homeless Prevention Services					0
SOAR Services - Social Security Disability Applications					0
Benefits enrollment - Food Stamps					0
Medical Service Referral					0
Residential Program					
Men's - Applications for Residency					0
Women's - Applications for Residency					0
Men's - Residential Enrollments					0
Women's - Residential Enrollments					0
Men's - Number on Waitlist					0
Women's - Number on Waitlist					0
Men's - Successful exits in Permanent Housing					0
Women's - Successful exits in Permanent Housing					0
Men's - Number of Residents voluntarily leaving the program					0
Women's - Number of Residents voluntarily leaving the program					0
Men's - Number of Residents asked to leave the program					0
Women's - Number of Residents asked to leave the program					0

Attachment C - Residential Demographic Report •

	Oct – Dec 2023	Jan – Mar 2024	Apr – Jun 2024	July - Sept 2024	Total
Age					0
Gender					0
Ethnicity					0
Length of Homelessness					0
Income					0
Education Level					0

* This report can be provided through the Homeless Management Information Systems (HMIS) printout.

Attachment D - HMIS Database Access

Treasure Coast Homeless Services Council agrees to provide St. Lucie County one license to access the Housing Hub and Shelter Data in the Homeless Management Information System

Docusign Envelope ID: 329C9A7E-7166-4FAA-8433-0B1022762F1C

Attachment C

Amendment No. 1 to the Housing Hub Grant Agreement between St. Lucie County and Treasure Coast Homeless Services Council, Inc.
(C24-01-266)

This Amendment No. 1 to the Housing Hub Grant Agreement ("Agreement") is made and entered into this 17 day of September, 2024, by and between St. Lucie County, a political subdivision of the State of Florida (the "County"), and Treasure Coast Homeless Services Council, Inc., a Florida Not-For-Profit Corporation (the "Recipient").

WHEREAS, the County and the Recipient entered into the Agreement on January 9, 2024, for the provision of services to homeless individuals; and

WHEREAS, the parties now desire to amend the Agreement to extend the term of the agreement and reflect certain additions to the Scope of Work as detailed herein.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree to amend the Agreement as follows to include the following eligible activities:

1. **Eligible Activities**
   a. **Eligible Activity No. 1 – Street Outreach and Shelter Intake**
   Maximum Reimbursement for this Activity: $80,000.00

   TCHSC will implement proactive outreach to homeless individuals sleeping in parks, encampments, and vehicles within St. Lucie County. Outreach efforts will engage homeless individuals at congregate sites and encampments, aiming to bring them into Housing Hub residential programs for stabilization. TCHSC is authorized to charge staffing costs for these outreach activities to the County.

   b. **Eligible Activity No. 2 – St. Lucie County Director**
   Maximum Reimbursement for this Activity: $93,000.00

   To enhance service delivery, TCHSC will appoint a St. Lucie County Director responsible for inter-agency communications and planning. The Director will facilitate intensive wrap-around services for Housing Hub program participants. The role will promote quality service delivery to those experiencing homelessness. The billable rate for this position may not exceed $48/hour. The following tasks associated with addressing homelessness in St. Lucie County may be billed for using Attachment E:

Deliverable #	Description
1	Conducting assessments of homelessness issues within a community or organization.
2	Analyzing data related to homelessness trends, demographics, and service needs.
3	Developing strategic plans or roadmaps for addressing homelessness.
4	Facilitating planning sessions and workshops with stakeholders.
5	Designing new programs or services to address homelessness.

6	Creating detailed project plans, including objectives, timelines, and resource needs.
7	Writing grant proposals or funding applications to support homelessness initiatives.
8	Developing fundraising strategies and materials.
9	Conducting training sessions for staff or volunteers on best practices in homelessness services.
10	Developing training materials and curricula.
11	Analyzing existing policies related to homelessness and providing recommendations for improvements.
12	Drafting policy briefs or reports for clients.
13	Designing and implementing evaluation plans for homelessness programs.
14	Analyzing program outcomes and providing recommendations for improvement.
15	Facilitating meetings and discussions with stakeholders such as local government officials, non-profits, and community groups.
16	Developing engagement strategies to build support for homelessness initiatives.
17	Providing technical support and advice on best practices and innovative approaches.
18	Assisting with the implementation of new systems or processes.
19	Collecting and analyzing data related to homelessness services and outcomes.
20	Preparing detailed reports and presentations for clients.
21	Assisting clients in advocating for policy changes at local, state, or federal levels.
22	Preparing advocacy materials and coordinating lobbying efforts.
23	Developing plans for crisis management related to homelessness issues.
24	Providing support and recommendations during emergencies or critical situations.

c. Eligible Activity No. 3 – Per Transaction Reimbursement for Certification of Homeless Form
Maximum Reimbursement for this Activity: $5,000.00

TCHSC will assist St. Lucie County residents experiencing homelessness in completing the "Self-Certification of Homeless Status" form. A pre-screen assessment will be conducted during this process to initiate the coordinated entry process. TCHSC will be reimbursed $50 per completed certification, documented in an HMIS service summary along with a copy of the completed form.

Docusign Envelope ID: 329C9A7E-7166-4FAA-8433-0B1022762F1C

d. Eligible Activity No. 4 – Move-In Rental Assistance Payments for Housing Hub Program Participants
Maximum Reimbursement for this Activity: $55,000.00

Due to increased demand and successful program exits, TCHSC will utilize funds to cover move-in rental assistance payments. Assistance includes the first month's rent, security deposit, and (if essential for stability) second month's rent. Payments will be made directly to landlords and utility providers, with proper documentation provided.

Program Guidelines:

Participants must be current program participants of the Housing Hub Program (Men's Shelter and Women's Shelter). Participants must be literally homeless (Category 1) and have an income at or below 50% Area Median Income. Financial assistance will help households move into rental properties in St. Lucie County. Monthly rent must not exceed Fair Market Rent as defined by HUD. Documentation will include leases, proof of payment, and client eligibility paperwork.

2. Paragraph 1 of the Contract shall be amended to read as follows:

1. The County shall disperse to the Recipient a financial award not to exceed six hundred thousand dollars and 00/100 dollars ($600,000) for the period beginning October 1, 2023 through and including September 30, 2025. The Recipient shall use funds in accordance with the applicable Attachments included with this agreement. Recipient may use up to fifteen percent (15%) of the total award for administrative fees. This fee is meant to cover costs to develop, administer, evaluate and track projects and/or programs described in Exhibit A – Scope of Award. After the initial advance, this Agreement is on a cost-reimbursement basis. The Recipient will be required to submit Quarterly Financial Activity Reports and Quarterly Outcome reports as delineated in Exhibit B – Reporting Requirements. Reports shall be due on or before the 15th of the month following each quarter. Once received, payment will be made to the Recipient within thirty (30) days of County approval. The County reserves the right to request additional data concerning long-term outcomes that the Recipient may have readily available regarding supported programs for up to five (5) years following the full expenditure of the grant funds.

3. Attachment B to the agreement has been amended to reflect reporting of the activities as referenced above.

4. Except as amended herein, the remaining terms and conditions of the January 09, 2024 Housing Hub Grant Agreement shall remain in full force and effect.

Docusign Envelope ID: 329C9A7E-7166-4FAA-8433-0B1022762F1C

IN WITNESS WHEREOF, the parties have caused the execution by their duly authorized officials as of the day and year first written above.

ATTEST:

DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ST. LUCIE COUNTY, FLORIDA

BY: _____
CHAIR

APPROVED AS TO FORM AND
CORRECTNESS:

_____
COUNTY ATTORNEY

WITNESSES:

_____

_____

TREASURE COAST HOMELESS
SERVICES COUNCIL, INC.

BY: _____

NAME: Rayme L. Nuckles

TITLE: Executive Director - Visionary Leader

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

Meeting Date: 01/21/2025

Re: Request Approval to Contract with Econolite Systems for Traffic Signal Maintenance

Submitted For: John Andrews, Deputy City Manager - City Engineer, Engineering

SUBJECT:

Authorize staff to negotiate a traffic signal maintenance continuing service contract with Econolite Systems with an annual cost of $175,000.00; final contract will come back for approval.

SUMMARY:

Econolite is the vendor that manufactures the equipment utilized by the City of Fort Pierce traffic control system. Econolite has recently added a division which the City is currently utilizing on an emergency basis, that offers emergency and preventive maintenance. Engineering staff are requesting contracting with Econolite for this service based on their familiarity with the equipment and the fact that no vendors have responded to the previous two advertisements for bids. Follow-up conversations with possible vendors indicated the age and condition of the City's traffic control system was a deterrent for them in submitting a bid.

Therefore, staff requests contracting with Econolite as a single-source provider in accordance with the definition provided by the National Institute of Governmental Purchasing, which authorizes direct purchases to one source for reasons that include standardization, warranty, or other considerations, even if other competitive sources are available.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny and readvertize for bids for a third time.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

FDOT

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	FY 23/24
Account:	0014400-534900
Amount:	$175,000.00

FISCAL IMPACT:

The $175,000 shall be encumbered by the General Fund Engineering Contractural Services, Account No. 0014400-534900.

Attachments

Econolite Time and Material Rates

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	01/06/2025 02:08 PM
City Manager	Linda Cox	01/09/2025 08:55 AM
Form Started By: Tracy Telle		Started On: 01/02/2025 08:42 AM
Final Approval Date: 01/09/2025		

December 17, 2024

Richard Marino
Traffic Operations Administrator
City of Ft Pierce, Engineering Department
100 North US-1
Fort Pierce, FL 34950
Tel: 772-467-3784

RE: T&M Rates for Traffic Signal Maintenance Services

Mr. Marino,

Econolite Systems, Inc. is pleased to offer the following Time and Material rates for the City of Ft Pierce, Florida. These rates can be used for traffic signal, ITS and lighting maintenance, testing, installation, repair, and associated services for various locations throughout the City.

T&M Rates:

TABLE 1. Labor Rates

	Rate/Hour
Traffic Signal Tech, IMSA III - Daytime Weekdays (8am – 5pm)	$78.00
Traffic Signal Tech, IMSA III - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	$117.00
Traffic Signal Tech, IMSA II - Daytime Weekdays (8am – 5pm)	$70.00
Traffic Signal Tech, IMSA II - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	$105.15
Technician - Daytime Weekdays (8am – 5pm)	$63.30
Technician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	$95.00
Master Electrician - Daytime Weekdays (8am – 5pm)	$113.00
Master Electrician - Overnight Weekdays (5pm – 8am), Weekends, and Holidays	$169.50
Project Manager / Supervisor	$147.00

TABLE 2. Equipment Rates

Bucket Truck	$44.00
Pickup Truck	$28.70

TABLE 3. Materials and Subcontractors, as Required

Actual Cost (including shipping and tax) Plus	10%

General Terms and Conditions:

- Prices are valid through December 31st, 2025. At that time, rates identified in Table 1 and Table 2 will escalate 3% per year, or by the Annual Increase in the Consumer Price Index for Urban areas between December of the renewal year and the previous year, which ever is greater.
- Work will be performed per direction received from the City's Traffic Operations Administrator or designee.
- Rates will be billed hourly in 1/2 hour increments with a minimum of 4 hours for after hours callout
- Econolite will be paid labor and equipment rates for travel time to and from the field site.
- Econolite will submit invoices on a monthly basis. Backup may include timesheets, the technician daily log or similar records (e.g., TeamE or MMS report) to substantiate the hours billed.
- This price quotation is valid for 45 days.
- Payment terms are Net 30 days from date of invoice.
- This proposal does not include any permit costs or inspection fees.
- Pricing is inclusive of markup and sales tax.
- Prices may be used for additional field support in case of State of Emergency, such as for hurricanes.
- If Econolite provides additional staff and equipment from outside of the Ft Pierce area, Econolite shall be reimbursed for travel costs and expenses at cost plus 10% markup. Travel time to be paid at the provided labor & equipment rates.
- Note that Econolite currently does not have a maintenance / storage facility in the Ft Pierce, FL area.

Thank you, and please feel free to contact me with any questions.

Sincerely,
Econolite Systems, Inc.

Stephanie K. DeFazio, PE
Vice President, Field Services

City Commission Regular Meeting **11. d.**

Meeting Date: 01/21/2025

Re: Authorization for City Mayor to sign Affidavit for EAR notification to State

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Authorization for the Mayor to sign an affidavit to be submitted to the Department of Florida Commerce notifying them that the city will perform the Comprehensive Plan Evaluation and Appraisal review.

SUMMARY:

Each local government in the State of Florida is required to regularly review its comprehensive plan pursuant to Section 163.3191, Florida Statutes (F.S.). The City's Comprehensive Plan Evaluation and Appraisal Notification Letter is due on February 1, 2025:

Section 163.3191, F.S., states that at least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in s. 163.3177(5) or to reflect changes in state requirements, or changes in local conditions since the last update of the comprehensive plan and notify the state land planning agency as to its determination. If the local government determines that no updates are necessary the notification must include a separate affidavit, signed by the chair to include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided ins. 163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period. Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle. Section 163.3191(4) F.S., provides that a local government will be prohibited from initiating or adopting any publicly initiated amendment to its comprehensive plan if it fails to timely submit its notification letter or transmit the necessary amendment to update its plan within one year of notification. This prohibition on plan amendments does not apply to privately initiated plan amendments.

RECOMMENDATION:

Authorize the City Mayor to sign the affidavit.

ALTERNATIVES:

Do not authorize the City Mayor to sign the affidavit.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Sara Hedges, City Attorney.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Affidavit - EAR

CA memo RLS 24-238 - EAR

State Notification

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 10:11 AM

Form Started By: Kev Freeman Started On: 01/08/2025 03:04 PM

Final Approval Date: 01/09/2025

CITY OF FORT PIERCE EVALUATION AND APPRAISAL AFFIDAVIT

I, Linda Hudson, Mayor of the City of Fort Pierce, St. Lucie County, Florida, do hereby certify, swear, or affirm under the penalty of perjury that I am competent to give the following declaration based on my personal knowledge, and that the following statement is true and correct to the best of my knowledge:

1. This affidavit is provided consistent with the requirements of section 163.3191(1), Florida Statutes.

2. The City of Fort Pierce Comprehensive Plan must be updated to address changes to state planning requirements which have occurred since the update of the City's Comprehensive Plan, to extend the Comprehensive Plan to the required minimum planning periods, and to update the population projections as required through Florida Statutes.

3. As Part of the Evaluation and Appraisal Report based amendments, all elements of the City of Fort Pierce Comprehensive Plan will comply with section 163.3191(1), Florida Statutes.

4. As Part of the Evaluation and Appraisal Report based amendments, the adopted Comprehensive Plan will cover a planning period of 10 years occurring after the plan's adoption and an additional 20-year period, as provided and required by section 163.3177(5)(a), Florida Statutes.

5. The Evaluation and Appraisal Report based amendments will cite the source and date of the population projections used in establishing the 10-year planning period.

_____
__
Linda Hudson, Mayor, City of Fort Pierce
Date: _____

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing Instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization, this ____ day of _____, 20___, by Linda Hudson, as Mayor for the City of Fort Pierce, Florida, on its behalf, who is [ ] personally known to me or [ ] produced identification, type of identification produced:_____.

_____
(Seal) Signature Notary Public, State of Florida

Name Notary Public: _____
My commission expires: _____

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: KEVI FREEMAN, PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: AFFIDAVIT FOR EAR NOTIFICATION TO STATE

CAO RLS FILE: RLS 24-438

DATE: DECEMBER 11, 2024

I have reviewed the above Request for Legal Services (RLS) related to an Affidavit pursuant to section 163.3191, Florida Statutes, and the evaluation and appraisal of the Comprehensive Plan. The Affidavit you prepared provides notice to the State that amendments are needed to the City's Comprehensive Plan and such amendments will follow statutory requirements. I have made suggested changes to the Affidavit. Such has been uploaded in a track changes and clean copy version to Agenda Quick for your review. The clean copy, with the suggested changes implemented is approved as to form and correctness.

As discussed, section 163.3191(1), Florida Statutes, is in portions so that it appears to call for an Affidavit after the Comprehensive Plan has been updated certifying the updates are in line with the statutory requirements. Please clarify with the State whether a secondary Affidavit will be required after adoption of the Comprehensive Plan amendments.

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

Thank you.
SH

December 3, 2024

RECEIVED
DEC 09 2024
CITY OF FORT PIERCE
PLANNING & ZONING

Mr. Kevin Freeman
Director of Planning
City of Fort Pierce
Planning Department
100 N US Highway 1
Fort Pierce, Florida 34950

RE: City of Fort Pierce Evaluation and Appraisal Notification Letter Due Date

Dear Mr. Freeman:

As you know each local government in the State of Florida is required to regularly review its comprehensive plan pursuant to Section 163.3191, Florida Statutes (F.S.).

The purpose of this letter is to remind you that your Evaluation and Appraisal Notification Letter is due on **February 1, 2025;** as well as remind you of the 2023 requirements for submitting your EAR Notification Letter. Section 163.3191, F.S., states that at least once every 7 years, each local government shall evaluate its comprehensive plan to determine if plan amendments are necessary to reflect a minimum planning period of at least 10 years as provided in s. 163.3177(5) or to reflect changes in state requirements, or changes in local conditions since the last update of the comprehensive plan and notify the state land planning agency as to its determination. If the local government determines that no updates are necessary **the notification must include a separate affidavit, signed by the chair of the governing body of the county or the mayor of the municipality, attesting that all elements of its comprehensive plan comply with this subsection. The affidavit must also include a certification that the adopted comprehensive plan contains the minimum planning period of 10 years, as provided in s. 163.3177(5), and must cite the source and date of the population projections used in establishing the 10-year planning period. Updates to the required elements and optional elements of the comprehensive plan must be processed in the same plan amendment cycle.**

Section 163.3191(4) F.S., provides that a local government will be prohibited from initiating or adopting any publicly initiated amendment to its comprehensive plan if it fails to timely submit its notification letter or transmit the necessary amendment to update its plan, within one year of notification. This prohibition on plan amendments does not apply to privately initiated plan amendments.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

It is important to complete the Evaluation and Appraisal notification process and you are encouraged to comprehensively evaluate and, as necessary, update your comprehensive plan to reflect changes in local conditions. Staff of FloridaCommerce is available to assist and provide technical guidance to your questions concerning this new process.

If you have any questions concerning the processing of the Evaluation and Appraisal Notification Letter or the submittal of proposed Evaluation and Appraisal based amendments, please contact me at, (850) 717-8491 or by email at donna.harris@commerce.fl.gov. You can also contact James Stansbury, Bureau Chief at (805)717-8512.

Sincerely,

Donna Harris, Senior Plan Processor
Bureau of Community Planning and Growth

DH/

Attachment-Section 163.3191, F.S.

An equal opportunity employer/program. Auxiliary aids and service are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TTD equipment via the Florida Relay Service at 711.

City Commission Regular Meeting **11. e.**

Meeting Date: 01/21/2025

Re: Third Amendment to the Amended and Restated Agreement for Development of King's Landing

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Approval or denial of the request for the Third Amendment to the Amended and Restated Agreement for Development of King's Landing.

SUMMARY:

Pursuant to the Second Amendment to the Amended and Restated Agreement for Development of King's Landing, Audubon Development ("Audubon") had 180 days from the effective date of the Second Amendment to finalize its Joint Venture Partnership with Harbert Realty Services, LLC ("Harbert"). Audubon has requested an amendment to permit the replacement of Harbert with Live Oak Holdings Group ("Live Oak") as the Joint Venture Partner pursuant to their Joint Venture Salient Terms.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

Linda Cox, Acting City Manager
Shyanne Harnage, Community Redevelopment Agency Administrator

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Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Request for Third Amendment
Second Amendment to Agreement
First Amendment to Agreement
Amended and Restated Agreement

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/13/2025 03:05 PM

Form Started By: Sara Hedges
Started On: 01/13/2025 01:31 PM
Final Approval Date: 01/13/2025

JONES
FOSTER

January 9, 2025

VIA EMAIL

City of Fort Pierce
100 North U S Highway 1
Fort Pierce, Florida 34950

Re: January 13, 2025 Quarterly Progress Update Summary and Supporting Materials

Dear Mayor Hudson and Commissioners Broderick, Johnson, Gaines, and Taylor:

As you know, Jones Foster, P.A. represents Audubon Development, Inc. ("Audubon"). I am writing to you in advance of the January 13, 2025, Quarterly Progress Update Presentation to provide an update on the King's Landing Project ("Project") presentation and our presentation's supporting materials. This update will cover the following topics: (1) Audubon's proposal to include Live Oak Holdings Group ("LOHG") as lead developer of the Project; (2) Mainsail Lodging and Development ("MLD") and Marriott's continued commitment to bringing a premier hotel to the Project; and (3) site plan modifications.

Audubon's Proposal to Include Live Oak Holdings Group ("LOHG")

as Lead Developer of the Project

As noted in our January 2025 Written Progress Update, Mr. Bill Ware has amicably resigned from Harbert Realty Services ("HRS") and has joined Live Oak Contracting, Inc. ("LOC") as its Development Manager. LOC is a full-service general contracting firm that specializes in multifamily and commercial construction including design-assist build and development of multifamily market-rate projects, low-income housing tax credit projects, senior living communities, general commercial projects, rehabs, and renovations. The LOC team has an extensive portfolio, including over 50 years of construction experience spanning ten states.

LOC's Owner and President, Paul Bertozzi, is supportive of Mr. Ware's continued involvement with the project in his new role. LOC's parent company, Live Oak Holdings Group (LOHG), previously intended to join the project as a co-general partner providing project equity, debt guaranty, and Mr. Ware's continued services. On January 8, 2025, Audubon was notified that HRS and LOHG concluded that transitioning leadership from HRS to LOHG would be in the best interest of the Project, ensuring its continued success and effective management by Mr. Ware. As more fully discussed below, Audubon and MLD are in support of this transition, and all project efforts continue seamlessly as currently prescribed.

In light of these changes, we intend to present the City with the revised terms of a proposed joint venture agreement between LOHG and Audubon for discussion and approval pursuant to Paragraph 12 of the Amended and Restated Agreement for Development of King's Landing at the January 13, 2025, Quarterly Progress Update Presentation. I have attached the (1) Audubon/LOHG Memorandum of Understanding

EST. 1924

lfrancisco@
jonesfoster.com
561-650-0492 T
561-650-5300 F

505 S. Flagler Drive
Suite 1100
West Palm Beach
Florida 33401

("Audubon MOU") (Attachment 1) and (2) the LOHG/EDC Agreement for Professional Services (Attachment 4) for your review. Mr. Ware will also be present at the meeting and available to answer any questions you might have on this topic.

Mainsail Lodging and Development ("MLD") and Marriott's

Continued Commitment to the Project

Both MLD and Marriott remain committed to bringing a Tribute Portfolio hotel to the Project. The parties support LOHG's transition to lead developer. MLD and LOHG have executed an updated memorandum of understanding to this effect ("Hotel MOU"). For your review, I have attached (1) the Hotel MOU (Attachment 2) and (2) correspondence from MLD regarding the Marriott Franchise Application (Attachment 3).

As stated in our January 2025 Written Progress Update, a Terms Sheet between Marriott and MLD has already been agreed to and fully executed. The parties continue to collaborate with MLD to complete the Marriott Franchise Application. On January 9, 2025, MLD reaffirmed that the Marriott Franchise Application will be submitted on or before January 20, 2025 – **nine days ahead of the Project Schedule**. (See Attachment 3.)

Site Plan Modifications

In collaboration with MLD and Marriott, the parties continue to work with the City on proposed site plan modifications, which predominantly relate to parking and overall site connectivity. The goals of these modifications are (1) to enhance the overall quality of the project, (2) to elevate the user experience for residents and hotel guests, and (3) to improve the project's integration into the City's existing infrastructure and character.

Mr. Ware has been in consistent communication with the City regarding these changes. At least, two global meetings on these changes have occurred, involving all department heads and staff.

The parties are grateful for the City's continued collaboration on the Project.

Sincerely,

JONES FOSTER P.A.

/s/ Lainey W. Francisco

Lainey W. Francisco

Attorney

Enclosure

JOINT VENTURE SALIENT TERMS

TO: Dale Matteson – Audubon Development

FROM: Live Oak Holdings Group

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: January 6, 2025

This agreement ("Agreement") is a summary of salient business terms of a company structure that Live Oak Holdings Group ("LOHG") proposes to develop a mixed-use project known as King's Landing in Ft. Pierce, Florida ('Project') with Audubon Development (AD). This Agreement will serve as a guide to facilitate associated operative agreements for a Joint Venture structure, including exclusive development rights, due diligence period, and approval 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 LOHG, 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 LOHG acting as the company's Managing Member of the JV.

6. Due Diligence:

LOHG has performed due diligence including studies and discovery on: the updated City approved project development schedule (being reviewed for modification), the City Florida Job Growth Infrastructure Grant and Amendment One thereto, 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. LOHG acknowledge receipt of the survey, land appraisal, City approved initial site plan, (being reviewed for modification), the City Florda Job Growth Infrastructure Grant and Amendment One thereto, the Recorded Amended and Restated Agreement for Development of King's Landing, the First Amendment to Amended and Restated Agreement for Development of King's Landing, the Second Amendment to Amended and Restated Agreement for Development of King's Landing, 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, and subject to final approval of an amended project site plan and schedule, are satisfied.

LOHG shall immediately sign the Proposal from EDC dated December 13, 2024 engaging them for immediate commencement of the proposed site plan modifications.

7. Exclusive:

LOHG has the exclusive right to execute the 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. LOHG will immediately proceed to submit and receive any and all required site plan and schedule modifications from the City.

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%

LOHG will be the general partner (GP) in the above uses, which excludes the Hotel. LOHG serve as managing member and LOHG will have a GP interest of 100%, and AD will have an LP interest in the calculated percentage of its land contributions, respectively.

LOHG and its affiliates will invest up to $4,450,000 of the GP equity in the form of cash; LOHG commits to raise an additional $38,500,000 investor limited partners (LP) funds; AD will invest $1,500,000 LP equity in the form of the 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 100% LOHG.

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.

c. ***Development Fee*** - 5% of total design, engineering and construction cost. This fee shall be allocated 100% to LOHG.

d. ***Guaranty*** – LOHG and affiliates will be loan guarantors and each 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***: .5% of the total construction contracts for the project to be paid to LOHG, for services to be rendered.

11. Debt/Equity Structure	Hotel Please see separate signed MOU between Mainsail Lodging and Development and LOHG.
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.
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, LOHG 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"). LOHG 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 LOHG'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 a Development Agreement with Members.

c. *Management Agreements:* The Company will enter into a property management agreement 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 with Members to market and sell the Residential Condominiums.

f. *Guaranty Agreement:* The company will enter into a guaranty agreement with LOHG and its affiliates to provide a guaranty on the construction loan.

This Agreement contains the salient business terms of the parties. Both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

By: _____

Name: Dale Matteson

Its: President / CEO

Date: 1-9-25

Live Oak Holdings Group:

By: _____

Name: Paul Bertozzi

Its: President

Date: 1.6.2025

MAINSAIL
LODGING • DEVELOPMENT

MEMORANDUM OF UNDERSTANDING

TO: Bill Ware – Live Oak Contracting

FROM: Joe Collier - Mainsail Lodging and Development

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: January 8, 2025

This Memorandum of Understanding ("MOU") is an initial summary of a company structure that Live Oak Estates ("LOE") with Mainsail Lodging & Development ("Mainsail") proposes to develop a hotel in Ft. Pierce, Florida ('Project'). 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, a single-asset limited liability company ("JV") for the project hotel.

2. Purpose: JV will acquire land, develop, and own an upscale full-service hotel (the "Project") as an investment property. The JV will develop, finance, construct and operate the Project.

3. Property: LOE controls an approximate 7.38-acres property located on North 2nd Street in Ft. Pierce, Florida ("Property") and Audubon Development (A.D.) shall contribute the property for the hotel into the JV at a value of $1,500,000 as a limited partnership contribution. This will be the imputed equity that is in the limited partnership.

4. The Project and Surrounding Development: 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
- Excess land that could be sold or developed
- 170-Space Structured Parking and 129 Surface Parking Spaces

5. Members: LOE, and Mainsail, 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 limited liability company with LOE and Mainsail as the company's Co-Managing Members of the JV.

6. Due Diligence: Prior to the formation of the JV, LOE and Mainsail shall have 60-days to perform due diligence including studies and discovery on:

ATTACHMENT 2

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the hotel, markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, zoning, density, preliminary design cost and state, county, and local incentives. The results of these studies will be presented to HRS to determine the need for additional or modified terms of the JV structure not outlined in the MOU. LOE and Mainsail acknowledge receipt of the survey, land appraisal, approved initial site plan (to be modified), 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, LOE and Mainsail will have the exclusive right to JV with each other for the development of the Property.

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 estimated to be approximately as follows:
Hotel: $55,000,000

Hotel
Mainsail (80%), LOE (20%) will be Co-GPs in the Hotel.

Kings Landing Capital Stack - Hotel				
GP Equity		**%**	**Equity $**	**Contribution**
LOE		20%	$385,000	Cash
Mainsail		80%	$1,540,000	Cash
	Total GP	100%	$1,925,000	
LP Equity		**%**	**Equity $**	**Contribution**
A.D.			$1,500,000	Land
Limited Partners			$15,825,000	Raise
	Total LP		$15,825,000	
Total Equity		35%	$19,250,000	
Debt		65%	$35,750,000	
Total Project	100%		$55,000,000	

MAINSAIL
LODGING • DEVELOPMENT

Assumptions:

$55,000,000 Estimated Budget
$35,750,000 Leveraged Debt – 65%
$19,250,000 Cash, Land – 35%

Mainsail and LOE will invest up to $2,000,000 in the form of cash. Mainsail will raise (LP) equity in the amount of $15,750,000. If the construction loan proceeds and/or incentives/development credits are received, the GP and LP cash contributions will be adjusted accordingly. All cost overruns will be funded pro rata.

Decision making within the GP will be 80% Mainsail, 20% LOE.

a. ***Development Fee*** - 4% of design, engineering, and construction costs. This fee shall be paid to 20% to LOE and 80% to Mainsail.

b. ***Opening and Technical Fees*** - Mainsail to receive $150,000, plus reimbursable expenses that are pre-approved by the Parties. Fee to be paid $10,000 at execution of the Hotel Management Agreement and $7,000 for the following twenty (20) months.

c. ***FF& E/OS&E Sourcing*** -to be a cost of the work and performed by a third-party entity.

d. ***Hotel Management Fees*** - Mainsail to receive a base management fee equal to 4.0% of annual gross revenues. Incentive management fee to be negotiated during final terms of the agreement.

11. Promote: The Hotel component 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 in agreed stack with limited partner.

12. Management Responsibilities: Members to prepare responsibilities matrix.

13. 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.

14. Admission of Additional Members: No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.

15. Buy/Sell Provisions: The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.

16. Confidentiality:

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Prior to the finalization of the JV, LOE and Mainsail agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). LOE and Mainsail agree: (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 LOE's and Mainsail's 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.

17. 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. *Guaranty Agreement:* The company will enter into a guaranty agreement with LOE and Mainsail Lodging and Development 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 except for 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.

Mainsail Lodging & Development:

By: _____

Name: Joe C. Collins

Its: President

Date: 1-8-25

Name: _____

Its: _____

Date: _____

Live Oak Estates

By: _____

Name: Paul Bertozzi

Its: President

Date: 09 January 2025

From: Joe Collier <jcollier@mainsailhotels.com>
Sent: Thursday, January 9, 2025 2:05 PM
To: Bill Ware <bware@liveoakcontracting.com>
Cc: Juli Corlew <jcorlew@mainsailhotels.com>
Subject: Marriott App

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Bill,
I wanted to confirm that we are completing the Marriott franchise app for the Fort Pierce, Kings Landing project and will have that ready for submittal prior to 1/20/25.
I hope you are doing well.

Joe

JOE COLLIER
President & Founder
tO | 813.243.2602
M | 813.294.1667
MAINSAILHOTELS.COM

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ATTACHMENT 3

A DIVISION OF HALEY WARD, INC.

December 13, 2024

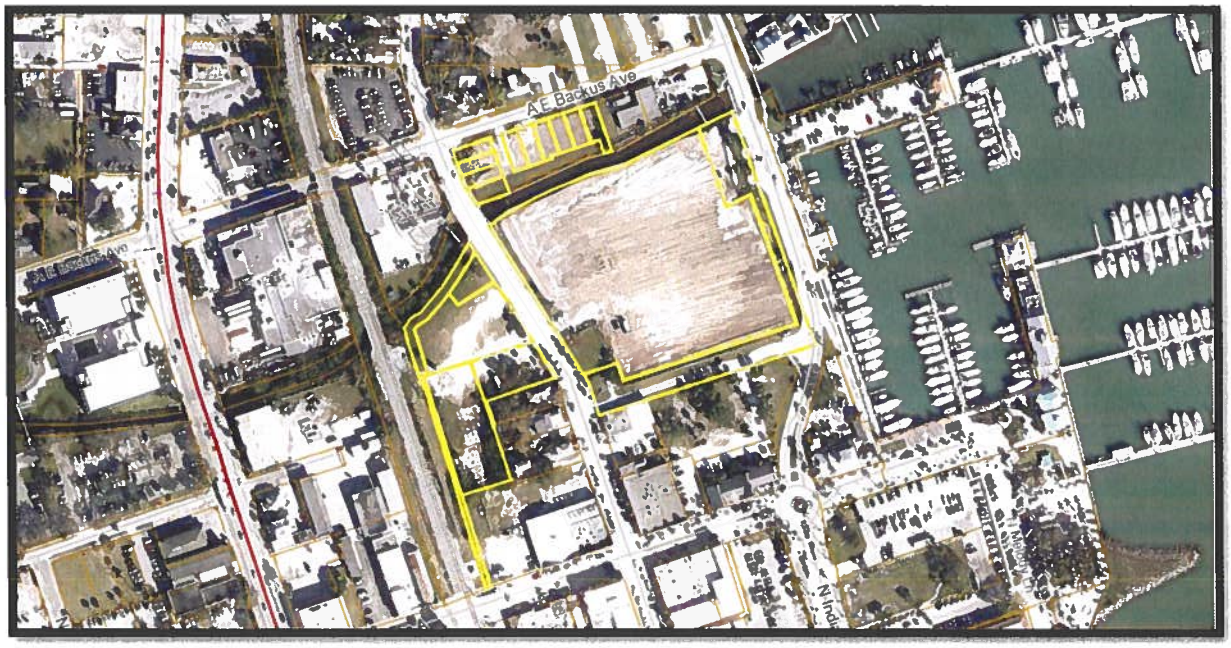
Xxxxxxxxxxxxxxxxxxx Live Oak Estates Group *via e-mail:* bware@harbertrealty.com
Attn: Bill Ware, Development VP
XXXXXXXXXXXXXXXXXX 100 N Laura St Ste 900
XXX XXXXXX, XX XXXXX Jacksonville, FL 32202

Subject: **Proposal for Professional Services Associated with King's Landing Main Site Phase I and Hotel Located in the City of Fort Pierce, Florida.**

Dear Mr. Ware,

We appreciate the opportunity to submit the following proposal for professional services regarding the properties as outlined in the aerial below known as "Kings Landing":

Site Aerial



The subject properties have a Future Land Use Designation of Central Business District (CBD) and are located in the Planned Development (PD) Zoning district. We understand that you wish to obtain approval of a new layout on the Kings Landing Main Site (excludes Villas and property west of 2nd Street) for the proposed hotel, parking garage, restaurant/retail buildings, and realignment of the street connection to 2nd Street as was previously approved on July 21, 2023. This would require a site plan amendment from the City of Fort Pierce.

ATTACHMENT 4

The following Scope of Services includes typical land development tasks for the outlined services. In addition, this scope covers the coordination and management of sub-consultants. This scope includes only those tasks described. Most of the requirements for the land development applications can be provided by our firm. You will need the services of an architect(s) to work collaboratively with our firm for the Design Review by local government. It is assumed that involvement by the hotel design team will support development of the plans associated with this scope of services. This scope includes only the Phase I core infrastructure, roadways, parking garage (if included with Phase I by CLIENT) and hotel site in the construction plan and permit portion of the project. Subsequent phases of Kings Landing are not included.

If you agree with the proposed tasks please sign and return to our office as authorization to proceed. Thank you for the opportunity to serve as your civil engineering consultants.

Respectfully,

ENGINEERING DESIGN & CONSTRUCTION, INC.

David C. Baggett, P.E.
Regional Manager - Engineering

Z:\EDC-2024\NEW PROJECT - Harbert - Kings Landing Main Site\ENGINEERING\Administration\Contracts\2024-12-XX_B_Ware_Harbert_Realty_Services_Kings_Landing_SP_CP_Proposal.docx

SCOPE OF PROFESSIONAL SERVICES

For

KINGS LANDING – FORT PIERCE, FL

SITE PLAN AMENDMENT APPROVAL

1. **TEAM / AGENCY MEETINGS:** CONSULTANT will attend periodic development meetings with the CLIENT, Team, and Governmental entities to discuss the schedule and progress of the work. This also includes preliminary meetings with various agencies if required. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies. This section includes one (1) intake meeting, two (2) Technical Review Committee meetings, one (1) Planning & Zoning (P&Z) Board meeting, and one (1) City Commission meeting.

   Time & Expense: $ 4,500.00

2. **CITY OF FORT PIERCE DEVELOPMENT REVIEW APPLICATION:** CONSULTANT will prepare a revised final site plan based on concept plan approved by the CLIENT. Preparation of development review application and supporting documents. CONSULTANT will prepare preliminary engineering plans for submittal to the City of Fort Pierce for site plan approval. The plan will be reviewed by the CLIENT and revisions will be incorporated to act as the basis for the final engineering plans. The plans will address, major drainage features, utility connection points, utility extensions, grading concepts, and drainage elements. The plan will also include basic civil design requirements such as paving cross sections, sidewalk design, and roof drainage concepts. These plans will be submitted to the City of Fort Pierce for approval as part of the development review application. The CONSULTANT will prepare responses and revisions and required supporting data and documents to address review comments from the City of Fort Pierce Technical Review Committee. Preparation will include compilation of responses and revised materials from professionals such as, but not limited to, surveys, traffic analysis, drainage analysis, etc. as needed. Preparation of support materials for meetings with development team, review staff, and government officials to discuss non-compliance issues. Preparation of packets required for re-submittal. Coordination of responses and revisions for the required supporting data and documents to address review comments for the re-submittal including materials from professionals who will provide materials such as, but not limited surveys, traffic analysis, drainage analysis, etc. as needed. The CONSULTANT will prepare for and attend Technical Review Committee (TRC), Planning Board, and Board of Commissioners as required by the City of Fort Pierce.

Lump Sum: $ 20,500.00

3. **CITY OF FORT PIERCE DESIGN REVIEW APPLICATION:** CONSULTANT will prepare the application package for signature by the property owner and will coordinate with the CLIENT's architect to obtain the necessary color renderings, floor plans, exterior elevations and required narrative that describes the intent of the project.

Lump Sum: $ 2,950.00

4. **LANDSCAPE & IRRIGATION PLANS:** CONSULTANT will prepare revised code compliant Landscape Plans for submission to the City of Fort Pierce for their review process. The plan shall include all plant locations, type/varieties, sizes, spacing, plant specifications, details, charts, etc. required for their review process excluding tree mitigation. Based upon CLIENT'S review and approval (signature) of the Landscape Plan, it will be submitted to the governing agency for their review process. This task revisions to address one (1) round of written comments from the City of Fort Pierce. The irrigation drawings will correspond with the Landscape Plan and submitted to the City of Fort Pierce and will be submitted after the first review by staff to minimize revisions. Irrigation Plans include detailed zone and head layouts, component specifications, and written specifications on detail sheet. The water source will be a proposed well unless otherwise directed by the CLIENT. This includes one (1) round of response to comments.

Landscape Lump Sum: $ 5,200.00
Irrigation Lump Sum: $ 3,650.00

5. **BOUNDARY & TOPOGRAPHIC SURVEY (UPDATED):** CONSULTANT will prepare a Boundary/Topographic Survey based upon a prior survey prepared by the office under Project Number 19-361. The survey will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Minimum Technical Standards for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The Boundary Survey will include the review of the title policy or commitment if provided by the CLIENT. All easements, reservations, and rights-of-way provided within the commitment or provided by the CLIENT will be shown on said survey. The survey will be tied to the Florida State Plane Coordinate System NAD1983, 1990 adjustment. The cost of the survey will include finding and setting property corners & mapping the improvements. CONSULTANT will verify existing topography and supplement any changes from the prior survey.

Lump Sum: $ 8,500.00

PHASE I CORE INFRASTRUCTURE AND HOTEL SITE – CONSTRUCTION PLANS & PERMITS

6. **TEAM / AGENCY MEETINGS:** CONSULTANT will attend periodic development meetings with the CLIENT, Team, and Governmental entities to discuss the schedule and progress of the work. This also includes preliminary meetings with various agencies if required. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies.

Time & Expense: $ 4,500.00

7. **CONSTRUCTION PLANS:** Based on the CLIENT-approved final site layout, the CONSULTANT will design and prepare construction plans and "short-form" specifications (included with the construction plans) for the on-site paving, grading, drainage, utility and erosion control for the proposed project. The plans will meet the requirements of the CLIENT and relevant permitting agencies, and will include the following: cover sheet, horizontal control, paving, grading, drainage, signage pavement markings, and associated details, water and wastewater utility design and associated details, and short-form specifications. Substantially complete construction plans and will be submitted to the CLIENT and appropriate agencies and all comments will be incorporated into the final set of documents.

Lump Sum: $ 84,000.00

8. **FPUA UTILITY COORDINATION AND APPROVAL:** CONSULTANT will submit preliminary plans and calculations to FPUA for approval. The item includes the coordination of existing utility connection points. If required, this task includes the coordination of pressure tests at the existing fire hydrant for the proposed project. CONSULTANT will respond to any request for information from staff. CONSULTANT will then submit final plans and specifications to FPUA for water and wastewater approval. This includes one (1) round of response to comments. This task includes coordination with FPUA for off-site utilities on Avenue B and Indian River Drive.

Lump Sum: $ 7,500.00

9. **REVISED DRAINAGE APPROVAL AND PIPE SIZING CALCULATIONS:** CONSULTANT will revise previously prepared and approved drainage calculations and submit to the City of Fort Pierce Engineering Department for approval. The calculations will be prepared to meet the requirements of the State and Local guidelines. This task includes pipe sizing for the on-site drainage network. This includes one (1) round of response to comments.

Lump Sum: $ 10,500.00

10. **COST ESTIMATE (IF REQUIRED):** CONSULTANT will prepare an Engineer's Estimate of Probable Cost for the construction of the civil aspects of the project. The estimate will be prepared as one complete document for the CLIENT's budgeting purposes and provided in a spreadsheet format. This estimate is also used for submittal to the city of Fort Pierce as a basis for the construction permit.

Lump Sum: $ 2,250.00

11. **PREPARATION OF REVISED LIFT STATION CALCULATIONS:** CONSULTANT will perform the required lift station calculations for the proposed project. FPUA require analyses of the station's pumps and impellers along with assumptions on build-out. CONSULTANT will prepare one (1) round of revisions to calculations to address staff comments. The lift station calculations will be submitted along with the Construction/Detail Plan submittal and will be used to obtain the required agreements with the Utility Department. This includes one (1) round of response to comments.

Lump Sum: $ 3,500.00

12. **CITY OF FORT PIERCE CONSTRUCTION PLAN REPRESENTATION (DPCR SITE WORK):** CONSULTANT will prepare and submit a DPCR application with supplemental material associated with civil site work to the City of Fort Pierce Building Department for approval. This includes three (3) rounds of response to comments. CONSULTANT will prepare construction plan application and supporting documents for submittal to the City of Fort Pierce for site work approval through the building department. This includes coordination with sub-consultants and CLIENT for supplemental material required for submittal. These plans will be submitted to the City of Fort Pierce for approval as part of the construction plan approval.

Lump Sum: $ 8,400.00

13. **CITY OF FORT PIERCE SITE WORK BUILDING PERMIT (SITE WORK):** CONSULTANT will prepare and submit a site work building permit application with supplemental material associated with civil site work to the City of Fort Pierce Building Department for approval. This includes one (1) round of response to comments.

Lump Sum: $ 3,200.00

14. **SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) ERP (ONSITE):** CONSULTANT will prepare for the CLIENT's review and signature an Individual

Environmental Resource Permit application, calculations and exhibits for submittal to the SFWMD for authorization to obtain a surface water management system permit to serve the project. The task assumes no dewatering activity is required for construction. This includes two (2) rounds of response to comments.

Lump Sum: $ 8,500.00

15. **SOUTH FLORIDA WATER MANAGEMENT DISTRICT (SFWMD) DEWATERING PERMIT:** CONSULTANT will prepare for the CLIENT's review and signature a Standard Construction Consumptive Use & Dewatering Permit application, calculations and exhibits for submittal to the SFWMD for authorization to dewater for the proposed construction activity. This includes one (1) round of response to comments.

Lump Sum: $4,200.00

16. **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) SUPPORT:** CONSULTANT will develop on-site drainage erosion control and a required Storm Water Pollution Prevention Plan (SWPPP) for submittal to FDEP. This package will be provided to the contractor so he can submit to FDEP for the required NPDES permit. This includes one (1) round of response to comments.

Lump Sum: $ 1,950.00

17. **FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (FDEP) PERMITTING:** The CONSULTANT will prepare for the CLIENT's review and signature a FDEP Permit for Construction of a Sanitary System and a Distribution System Extension (water main extension) for the proposed project. Required calculations, plans, and documents will be submitted to FDEP for approval. This includes one (1) round of response to comments.

Lump Sum: $ 4,500.00

18. **SERVICES DURING CONSTRUCTION:** As required by City of Fort Pierce, SFWMD and FDEP, CONSULTANT will perform periodic inspections of the construction activity for the purposes of observing the progress and quality of the work to verify that the work is in conformance with the construction drawings and specifications. This effort is directed toward providing the CLIENT a greater degree of confidence that the completed project will conform to the requirements contained in the approved drawings, specifications and regulatory agency permits, and will enable CONSULTANT to prepare record drawings and construction certifications of the completed work for submittal to the appropriate permitting agencies. This task also includes the review of contractor submitted shop drawings. No work beyond the estimated time frame will be performed without the CLIENT's prior

approval. CONSULTANT will review and prepare record drawings of the completed work based on certified information obtained by a licensed Professional Surveyor and Mapper that is to be provided by the Contractor. CONSULTANT will also prepare required document for Utility turnover and final certification.

Time & Expense: SEE HOURLY RATES, LAST PAGE

19. **PROJECT CERTIFICATION:** CONSULTANT will certify to the City of Fort Pierce, SFWMD and FDEP with the required record drawing, density, and certifications. The intent is to put the project in its operation phase and satisfy the various requirements of the agencies. We will require the contractor provide an as-built drawing prepared by a licensed surveyor and density results provided by a licensed geotechnical engineer.

Lump Sum: $ 4,950.00

SPECIAL PROVISIONS

For

KINGS LANDING – FORT PIERCE, FL

1. Not Included: The following bulleted items are not included in this proposal and must be provided by the CLIENT or agreed to under separate contract with the CONSULTANT.

- Application Fees.
- Color Renderings.
- Certified List of Property Owners.
- Geotechnical Reporting.
- Construction bidding services.
- Utility Sketch & Descriptions.
- Floor plans / elevations.
- Construction staking and surveying services (Typically contracted through contractor).
- Only task shown is being provided.

2. Invoices: Billing shall be invoiced on the percentage complete of the lump sum elements or for services actually accomplished for hourly rate elements. Fees for professional services rendered are due and payable upon receipt of invoice. In the event the CLIENT has an objection to any portion of said invoice, the CLIENT must notify the CONSULTANT in writing within ten (10) business days of the date of the invoice. Such notice of objection shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within ten (10) business days it shall constitute approval of invoice by the CLIENT. All money owed to CONSULTANT for services rendered is due and payable within thirty (30) days of CLIENT being submitted an invoice, regardless of whether Contractor has been paid by property owner. Payments not received within thirty (30) days of invoice issue will be subject to a 1+½ % interest charge per month eighteen percent (18%) per annum compounding interest. Retainers are forfeited if project activity ceases for a period of 180 days.

3. Attorney's Fees and Costs / Dispute Resolution: CLIENT agrees to pay all reasonable attorney's fees and costs associated with CONSULTANT enforcing any provision of this Contract, including, but not limited to, payment for services rendered. Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed by the laws of the State of Florida without regard to the laws of any other jurisdiction wherein any party resides or performs any duties hereunder or where any violation of this Agreement occurred. Any claim arising out of collection activities for monies due under this Agreement shall be brought exclusively in the circuit or county courts of St. Lucie County and the parties hereby submit to personal jurisdiction in the State of Florida and to venue in St. Lucie County.

4. Contract Limits: This proposal is valid for a period of 60 days from the date of the CONSULTANT's signature. A CLIENT signed response received after the 60-day time period will be considered void. The CONSULTANT will re-submit the proposal with any necessary revisions for consideration by the CLIENT before any work begins. Work begins when the CONSULTANT receives a complete, original, signed agreement and any required retainer. The captions contained in this Agreement are for informational purposes only and are of no legal effect. They shall not be used to interpret or construe the provisions of this Agreement.

5. Documents: All original work shall be the property of the CONSULTANT. All documents furnished by the CONSULTANT are instruments of this service. Reproducible copies will be given to the CLIENT, at his request, if the CLIENT has satisfied all of its obligations under this Agreement. Any use or reuse of the original, or altered computer files by the CLIENT or others without written verification by CONSULTANT or other adaptation for the specific purpose intended will be at the CLIENT'S risk and full legal responsibility. Any verification of such adaptation by the CLIENT will entitle CONSULTANT to additional compensation at the current time and expense rate.

6. Limits of Liability: The CLIENT shall, to the fullest extent permitted by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, indemnify and hold CONSULTANT harmless from any and all claims, losses, damages, suits, liability, demands or costs arising out of or resulting there from. The CONSULTANT or his consultants, agents, representatives or employees shall not be liable to the CLIENT for indirect, special, reliance, incidental, consequential or exemplary, lost profits, other costs due to changing conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications, arising out of or concerning the performance of the services for this Agreement beyond the amount of fees paid for such services.

7. Cost Estimates: The CLIENT hereby acknowledges that the CONSULTANT cannot warrant that estimates of probable construction or operating costs provided by the CONSULTANT will not vary from actual costs incurred by the CLIENT.

8. Construction Services: Should Construction Administration Services be provided to the CLIENT by the CONSULTANT, it is understood that this service includes periodic observation of the contractor's work. The CONSULTANT does not, and shall not, act as a construction manager to direct and supervise the work being performed. Furthermore, the CONSULTANT shall not be held liable for specific construction errors or deficiencies not observed during any periodic observation of the contractor's work. In addition, the CONSULTANT will not be responsible for the Contractor's failure to perform the work in accordance with the contract documents. The CLIENT also agrees to indemnify and hold the CONSULTANT harmless for unsafe construction practices performed by the Contractor.

9. Severability: If any provisions of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting

such provision it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

10. Remedies Not Exclusive: All rights, duties and obligations of the parties are in addition to, and not substitution of, all rights, duties and obligations provided by applicable law. No remedy provided in this Agreement, or otherwise confirmed upon or available to the parties, will be considered exclusive of any other remedy, but will be cumulative and in addition to every other remedy provided in this Agreement, or presently or hereafter existing. No delay or omission to exercise any right or remedy will impair the same or be construed as a waiver.

11. Non-Waiver of Contractual Rights: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of Agreement.

12. Termination: The obligation to provide further services under this agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. However, CONSULTANT may, after giving seven (7) days written notice to the CLIENT, suspend services under this agreement for non-payment of invoices. CONSULTANT shall be compensated for all services performed to the termination date together with expenses then due and all termination expenses.

13. Advice of Counsel: Each party acknowledges that it has reviewed carefully all provisions contained in this Agreement prior to its execution. Each party acknowledges further that they have had the opportunity to seek advice of an attorney of their choice. Each party agrees that they have executed this Agreement freely and voluntarily and believes this Agreement to be fair, just and reasonable.

14. Advertising: The CONSULTANT retains the right to post a Company sign on the subject property once planning and civil design commence. The sign will be no larger than 3' by 4' and include the CONSULTANT's name, Company description, and phone number. All costs to create and install the design will be solely incurred by the CONSULTANT. The sign will be located in a convenient unobtrusive location and will be removed once the project is complete.

15. Schedule of Hourly Charges:

PRINCIPAL ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST / SURVEYOR	$ 225.00
SENIOR PROJECT MANAGER	$ 185.00
DRONE TECHNOLOGY	$ 150.00
SURVEY CREW	$ 160.00
PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR)	$ 160.00
PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST	$ 125.00
SURVEY FIELD AS-BUILT TECHNICIAN	$ 110.00
INSPECTOR / ENVIRONMENTAL FIELD	$ 110.00
INTERIOR DESIGN	$ 125.00
CADD TECH	$ 90.00
EXPERT WITNESS	$ 400.00
ADMINISTRATIVE STAFF / CLERICAL	$ 60.00

16. Reimbursable Expenses: Please note, submitted invoices will also include five (5%) service charge to cover items including mileage, postage, copies, and other administrative costs. Other direct expenses including out of region travel expenses, out-of-office reproduction or photographic services, special mailing or delivery services, contract services authorized by the CLIENT, sub-consultant fees, permit fees authorized by the CLIENT, legal advertisements and notices, and special materials will be the responsibility of the CLIENT. A fifteen percent (15%) handling and administrative charge will be added to the above mentioned "other direct expenses".

IN WITNESS WHEREOF, the CLIENT and CONSULTANT have executed this Agreement the day and year indicated below. By execution of this Agreement, both the CLIENT and the CONSULTANT agree to the conditions reflected in the attached proposal including the Special Provisions.

As to **CONSULTANT**
Engineering Design & Construction, Inc.
(a division of Haley Ward)

David Baggett, P.E.

Dated: December 13, 2024

As to **CLIENT** Live Oak Estates Group
~~Harbert Realty Services~~

Name/Title:

Dated: 09 January 2025

Client Billing Name: _____

Client Billing Address: _____

Billing Email Address: _____

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5374068 08/14/2024 02:22:45 PM
OR BOOK 5192 PAGE 666 - 684 Doc Type: AGR
RECORDING: $163.00

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 13 day of August 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");

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");

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

WHEREAS, Audubon and the City entered into a First Amendment to the Amended and Restated Agreement, dated November 21, 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 in Section 9, and revising Section 13, related to Tax Increment Financing;

WHEREAS, Audubon and the City made claims of default against the other;

WHEREAS, a disagreement between Audubon and the City arose 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 entered into a "Joint Venture Salient Terms" Agreement with Harbert Realty Services, LLC on July 25, 2024;

WHEREAS, Audubon and Harbert Realty Services, LLC, intend to finalize their joint venture agreement and to form a joint venture entity pursuant to the "Joint Venture Salient Terms" Agreement;

WHEREAS, the City finds the addition of a Joint Venture Partner with Audubon to be a necessary requirement to proceed in contract with Audubon and wishes to proceed in contract with Audubon if Harbert Realty Services, LLC is a Joint Venture Partner with Audubon;

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 July 11, 2028.

   b. Phase 2. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than February 24, 2027. Audubon shall Commence Construction of Phase 2 no later than May 19, 2027, and shall complete construction no later than May 29, 2029.

   c. Phase 3. Audubon shall submit an application for building permit(s) or DPCR approval for construction of Phase 3 no later than August 23, 2028. Audubon shall Commence Construction of Phase 3 no later than November 15, 2028, and shall complete construction no later than November 13, 2029.

   Audubon's Updated Construction Schedule is attached hereto as Exhibit "A." Audubon shall comply with all Start and Finish Dates for each Task Name within Exhibit "A." The failure of Audubon to comply with any Start or Finish Date for any Task Name within Exhibit "A" shall a constitute a material breach of the Agreement.

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 or the FPRA.

6. **Documentation Production.** Audubon shall produce documentation to the City showing a Franchise Application has been submitted to Marriott International no later than January 29, 2025. Audubon shall produce documentation to the City showing the approval or denial of the Franchise Application by Marriott within five (5) business days of the decision.

7. **Removal of Buried Concrete.** Paragraph 27 of the Amended and Restated Agreement for Development is hereby deleted and replaced with the below Paragraph 27 to clarify the intent of the Parties:

> 27. Removal of Buried Concrete. The FPRA 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 an amount up to, but not to exceed, $170,000.

8. **Debris Removal Payment.** Audubon hereby agrees the City has paid $170,000 to Audubon, the maximum required amount required under the Amended Paragraph 27. Audubon hereby agrees the City is in compliance with and has fully satisfied any and all obligations related to the Debris Removal.

9. **Waiver of Default Claims.** Audubon has made claims of default against the City, which the City denies. Audubon hereby expressly waives any and all claims related to its Debris Removal Claim against the City, including its claim for damages and compensation related to remediation of debris (concrete removal) and any misrepresentations related the development of the King's Landing site. Audubon additionally waives any and all claims relating to unclear title and any delays in the permit review or approval process that occurred prior to the execution of this Agreement.

10. **Joint Venture Partnership.** Pursuant to Paragraph 12 of the Amended and Restated Agreement for Development of King's Landing, the City hereby approves the Joint Venture Partnership between Audubon and Harbert Realty Services, LLC pursuant to their "Joint Venture Salient Terms" Agreement, attached hereto as Exhibit "B". If the "Joint Venture Salient Terms" Agreement between Audubon and Harbert Realty Services, LLC is breached or terminated, by either Audubon or Harbert Realty Services, LLC, prior to the finalization and formation of their joint venture agreement, such breach or termination shall be a material breach by Audubon under the Amended and Restated Agreement for Development of King's Landing. In the event of such breach or termination, the City may default Audubon pursuant to Paragraph 10 of the Amended and Restated Agreement for Development of King's Landing, and Audubon shall have thirty (30) days to present a cure to the City.

    The "Joint Venture Salient Terms" Agreement may be amended, prior to the formation and finalization of their joint venture agreement, upon approval by the City and FPRA.

    Audubon shall finalize its Joint Venture Partnership with Harbert Realty Services, LLC through the formation of a Delaware limited liability company within one hundred and eighty (180) days of the effective date of this Agreement. Failure to do so shall be a material breach by Audubon for which the City may default Audubon pursuant to Paragraph 10 of the Amended and Restated Agreement for Development of King's Landing, and Audubon shall have thirty (30) days to present a cure to the City.

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

12. **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.

(REMAINDER OF PAGE INTENTIALLY LEFT BLANK)

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: Lainey Francisco
Print Name: Lainey Francisco
Address: 505 S. Flagler Dr. Suite 1100, West Palm Beach, FL

By:
Print Name: Dale Matteson
Title: President + CEO

By: Linda Cox
Print Name: Linda Cox
Address: 100 N US Hwy 1 Fort Pierce FL

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 13 day of August, 2024, by Dale Matteson as President & CEO 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 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:

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

By: Linda W Cox
Print Name: Linda Cox
Address: 100 N US Hwy 1 Fort Pierce FL

By: _____
Print Name: Latoya Ranson
Address: 100 N US Hwy 1 Fort Pierce FL

"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: _____
~~Sara~~ Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before me this 13 day of August, 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:

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: _____

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

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

By: Linda W Cox
Print Name: Linda Cox
Address: 100 N US Hwy 1 Fort Pierce FL

By: Linda Hudson
Linda Hudson, Chairwoman

By:
Print Name: Latoya Ransom
Address: 100 N US Hwy 1 Fort Pierce FL

APPROVED AS TO FORM
AND CORRECTNESS:

By:
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was acknowledged before this 13 day of August, 2024 by Linda Hudson as Chair 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:

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

EXHIBIT

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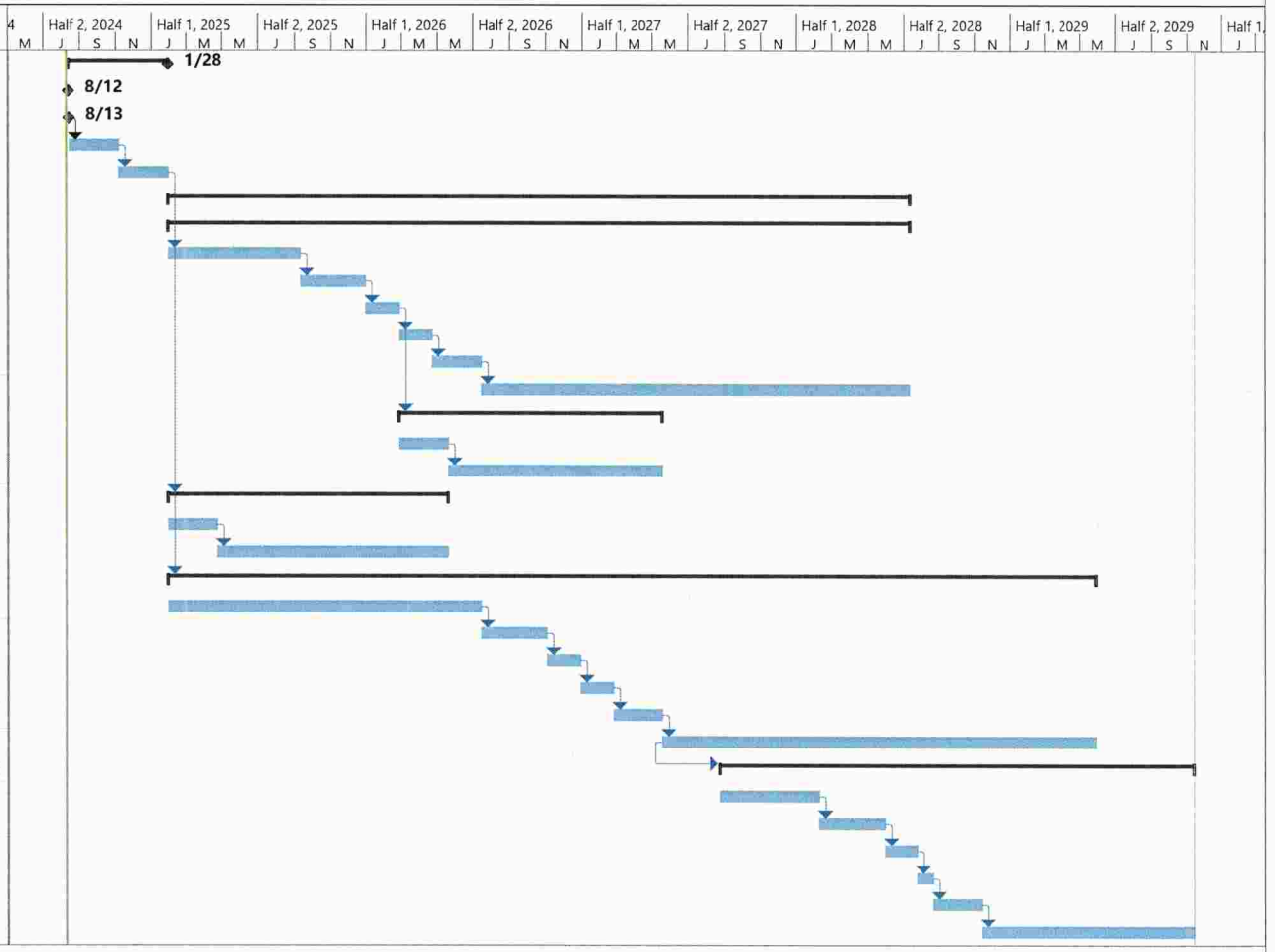
A

AUDUBON DEVELOPMENT

KING'S LANDING

ID	Task Mode	Task Name	Start	Finish
1		**City Meetings & Approvals**	**Mon 8/12/24**	**Tue 1/28/25**
2		FPRA Meeting	Mon 8/12/24	Mon 8/12/24
3		City Council Meeting	Tue 8/13/24	Tue 8/13/24
4		Due Diligence Time - 90 days	Wed 8/14/24	Tue 11/5/24
5		Finalize City Approvals - 90 days	Wed 11/6/24	Tue 1/28/25
6		**Phase I**	**Wed 1/29/25**	**Tue 7/11/28**
7		**Hotel Timeframes**	**Wed 1/29/25**	**Tue 7/11/28**
8		Design Time (8mths)	Wed 1/29/25	Tue 9/9/25
9		Site Work DPCR Approval (4mths)	Wed 9/10/25	Tue 12/30/25
10		Site Work Permitting (2mths)	Wed 12/31/25	Tue 2/24/26
11		Vertical DPCR Approval (2mths)	Wed 2/25/26	Tue 4/21/26
12		Vertical Permitting (3mths)	Wed 4/22/26	Tue 7/14/26
13		Construction Timeframe (2yrs)	Wed 7/15/26	Tue 7/11/28
14		**Infrastructure Timeframes**	**Wed 2/25/26**	**Tue 5/18/27**
15		Mobilize/Procurment (3mths)	Wed 2/25/26	Tue 5/19/26
16		Construction Timeframe (1yr)	Wed 5/20/26	Tue 5/18/27
17		**Villas' Timeframes**	**Wed 1/29/25**	**Tue 5/19/26**
18		Mobilize/Procurment (3mths)	Wed 1/29/25	Tue 4/22/25
19		Construction Timeframe (14mths)	Wed 4/23/25	Tue 5/19/26
20		**Phase II**	**Wed 1/29/25**	**Tue 5/29/29**
21		Design Documents (1.6yr)	Wed 1/29/25	Tue 7/14/26
22		Site Work DPCR Approval (4mths)	Wed 7/15/26	Tue 11/3/26
23		Site Work Permitting (2mths)	Wed 11/4/26	Tue 12/29/26
24		Vertical DPCR Approval (2mths)	Wed 12/30/26	Tue 2/23/27
25		Vertical Permitting (3mths)	Wed 2/24/27	Tue 5/18/27
26		Construction Timeframe (2yrs)	Wed 5/19/27	Tue 5/29/29
27		**Phase III**	**Wed 8/25/27**	**Tue 11/13/29**
28		Design Documents (6mths)	Wed 8/25/27	Tue 2/8/28
29		Site Work DPCR Approval (4mths)	Wed 2/9/28	Tue 5/30/28
30		Site Work Permitting (2mths)	Wed 5/31/28	Tue 7/25/28
31		Verical DPCR Approval (2mths)	Wed 7/26/28	Tue 8/22/28
32		Vertical Permitting (3mths)	Wed 8/23/28	Tue 11/14/28
33		Construction Timeframe (1yr)	Wed 11/15/28	Tue 11/13/29



Fri 8/9/24

EXHIBIT
tabbies
B

HARBERT
REALTY SERVICES

JOINT VENTURE SALIENT TERMS

TO: Dale Matteson – Audubon Development

FROM: Harbert Realty Services, LLC

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: July 25, 2024

This agreement ("Agreement") is a summary of salient business terms 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 Agreement will serve as a guide to facilitate associated operative agreements for a Joint Venture structure, including exclusive development rights, due diligence period, and approval 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 continued due diligence including further studies and discovery on: the updated City approved project development schedule (being reviewed for modification), the City Florida Job Growth Infrastructure Grant and Amendment One thereto, 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, City approved initial site plan, as amended (being reviewed for modification), the City Florda Job Growth Infrastructure Grant and Amendment One thereto the Recorded Amended and Restated Agreement for Development of King's Landing, the First Amendment to Amended and Restated Agreement for Development of King's Landing, 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, Approval Period:

For a period of six (6) months, including the Due Diligence Period, HRS will have the exclusive right to execute the 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. Following the Due Diligence Period, HRS and AD will have a period of three (3) months to submit and receive any and all required site plan and schedule modifications from the City, the ("Approval Period").

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 60%, and AD will have a GP interest of 40%.

HRS will invest up to $2,667,000 of the GP equity in the form of cash; HRS commits to raise an additional $36,738,500 investor limited partners (LP) funds; AD will invest $1,778,000 GP equity in the form of the land, and $2,822,000 LP equity in the form of land. AD has paid approximately $2,000,000 in qualified project expenses. AD will have the option of being reimbursed these expenses, or contributing this amount as additional LP funds. 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 60% to HRS and 40% 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 and AD will be loan guarantors and each 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***: 1% of the total construction contracts for the project to be paid to HRS for services to be rendered.

11. Debt/Equity Structure

Hotel

Please see separate signed MOU between Mainsail Lodging and Development and HRS attached.

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.

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 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 a Development Agreement with Members.

c. *Management Agreements:* The Company will enter into a property management agreement 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 with Members to market and sell the Residential Condominiums.

f. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS and AD to provide a guaranty on the construction loan.

This Agreement contains the salient business terms of the parties. Both parties agree to work exclusively with the other in good faith to negotiate and execute Operating and Development Agreements.

Audubon Development

By: _____

Name: Dale Mathiason

Its: President - CEO

Date: 7/25/24

Harbert Realty Services. LLC:

By: _____

Name: David R. Williams

Its: President and CEO

Date: July 25, 2024

Exhibit B-1

MAINSAIL LODGING · DEVELOPMENT

HARBERT REALTY SERVICES

MEMORANDUM OF UNDERSTANDING

TO: Bill Ware – Harbert Realty Services

FROM: Joe Collier - Mainsail Lodging and Development

SUBJECT: King's Landing Mixed-Use Development in Ft. Pierce, Florida

DATE: July 19, 2024

This Memorandum of Understanding ("MOU") is an initial summary of a company structure that Harbert Realty Services, LLC. ("HRS") with Mainsail Lodging & Development ("Mainsail") proposes to develop a hotel in Ft. Pierce, Florida ('Project'). 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, a single-asset limited liability company ("JV") for the project hotel.

2. Purpose: JV will acquire land, develop, and own an upscale full-service hotel (the "Project") as an investment property. The JV will develop, finance, construct and operate the Project.

3. Property: HRS controls an approximate 6.811-acres property located on North 2nd Street in Ft. Pierce, Florida ("Property") and Audubon Development (A.D.) shall contribute the property for the hotel into the JV at a value of $1,500,000 as a limited partnership contribution. This will be the imputed equity that is in the limited partnership.

4. The Project and Surrounding Development: 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
- Excess land that could be sold or developed
- 170-Space Structured Parking and 129 Surface Parking Spaces

5. Members: HRS, and Mainsail, 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 limited liability company with HRS and Mainsail as the company's Co-Managing Members of the JV.

6. Due Diligence: Prior to the formation of the JV, HRS and Mainsail shall have 60-days to perform due diligence including studies and discovery on:

the hotel, markets in Ft. Pierce and the Treasure coast of Florida, financial feasibility, zoning, density, preliminary design cost and state, county, and local incentives. The results of these studies will be presented to HRS to determine the need for additional or modified terms of the JV structure not outlined in the MOU. HRS and Mainsail acknowledge receipt of the survey, land appraisal, approved initial site plan (to be modified), 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 and Mainsail will have the exclusive right to JV with each other for the development of the Property.

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 estimated to be approximately as follows:
Hotel: $55,000,000

Hotel
Mainsail (80%), HRS (20%) will be Co-GPs in the Hotel.

Kings Landing Capital Stack - Hotel				
GP Equity		**%**	**Equity $**	**Contribution**
HRS		20%	$385,000	Cash
Mainsail		80%	$1,540,000	Cash
	Total GP	100%	$1,925,000	
LP Equity		**%**	**Equity $**	**Contribution**
A.D.			$1,500,000	Land
Limited Partners			$15,825,000	Raise
	Total LP		$15,825,000	
Total Equity		35%	$19,250,000	
Debt		65%	$35,750,000	
Total Project	100%		$55,000,000	

Assumptions:

$55,000,000 Estimated Budget
$35,750,000 Leveraged Debt – 65%
$19,250,000 Cash, Land – 35%

Mainsail and Harbert will invest up to $2,000,000 in the form of cash. Mainsail will raise (LP) equity in the amount of $15,750,000. If the construction loan proceeds and/or incentives/development credits are received, the GP and LP cash contributions will be adjusted accordingly. All cost overruns will be funded pro rata.

Decision making within the GP will be 80% Mainsail, 20% HRS.

a. ***Development Fee*** - 4% of design, engineering, and construction costs. This fee shall be paid to 20% to HRS and 80% to Mainsail.

b. ***Opening and Technical Fees*** - Mainsail to receive $150,000, plus reimbursable expenses that are pre-approved by the Parties. Fee to be paid $10,000 at execution of the Hotel Management Agreement and $7,000 for the following twenty (20) months.

c. ***FF& E/OS&E Sourcing*** -to be a cost of the work and performed by a third-party entity.

d. ***Hotel Management Fees*** - Mainsail to receive a base management fee equal to 4.0% of annual gross revenues. Incentive management fee to be negotiated during final terms of the agreement.

11. Promote:

The Hotel component 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 in agreed stack with limited partner.

12. Management Responsibilities:

Members to prepare responsibilities matrix.

13. 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.

14. Admission of Additional Members:

No additional Members may be admitted to the Company without the prior unanimous written consent of the Members.

15. Buy/Sell Provisions:

The Operating Agreement of the Company will include mutually agreeable buy/sell provisions.

16. Confidentiality:

Prior to the finalization of the JV, HRS and Mainsail agree to keep any information learned about the Property during its due diligence confidential (such information is referred to as the Confidential Information"). HRS and Mainsail agree: (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 and Mainsail's 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.

17. 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. *Guaranty Agreement:* The company will enter into a guaranty agreement with HRS and Mainsail Lodging and Development 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 except for 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.

Mainsail Lodging & Development:

By: J. C. Collins

Name: J. C. Collins

Its: Partner

Date: 7-19-24

Name: _____

Its: _____

Date: _____

Harbert Realty Services. LLC:

By: William E Ware

Name: WILLIAM E WARE

Its: VICE PRESIDENT - DEV.

Date: 7.19.24

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

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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:
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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:

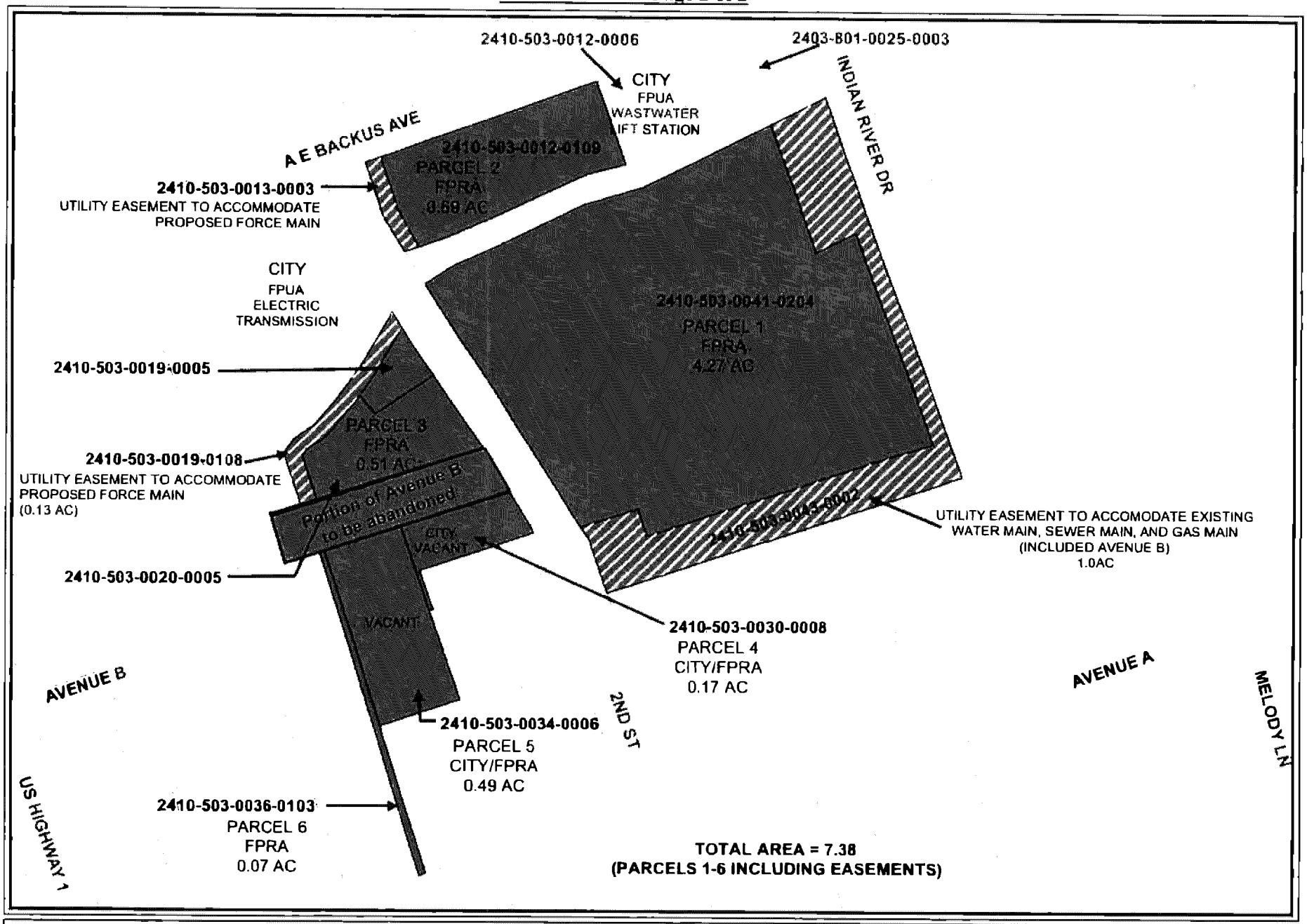
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

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"

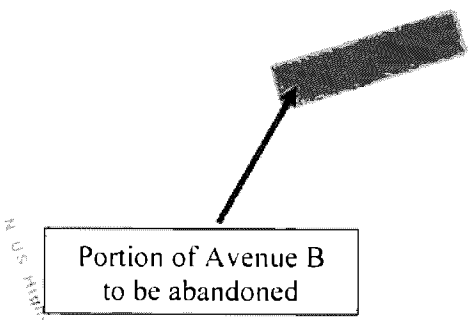


EXHIBIT "C"

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
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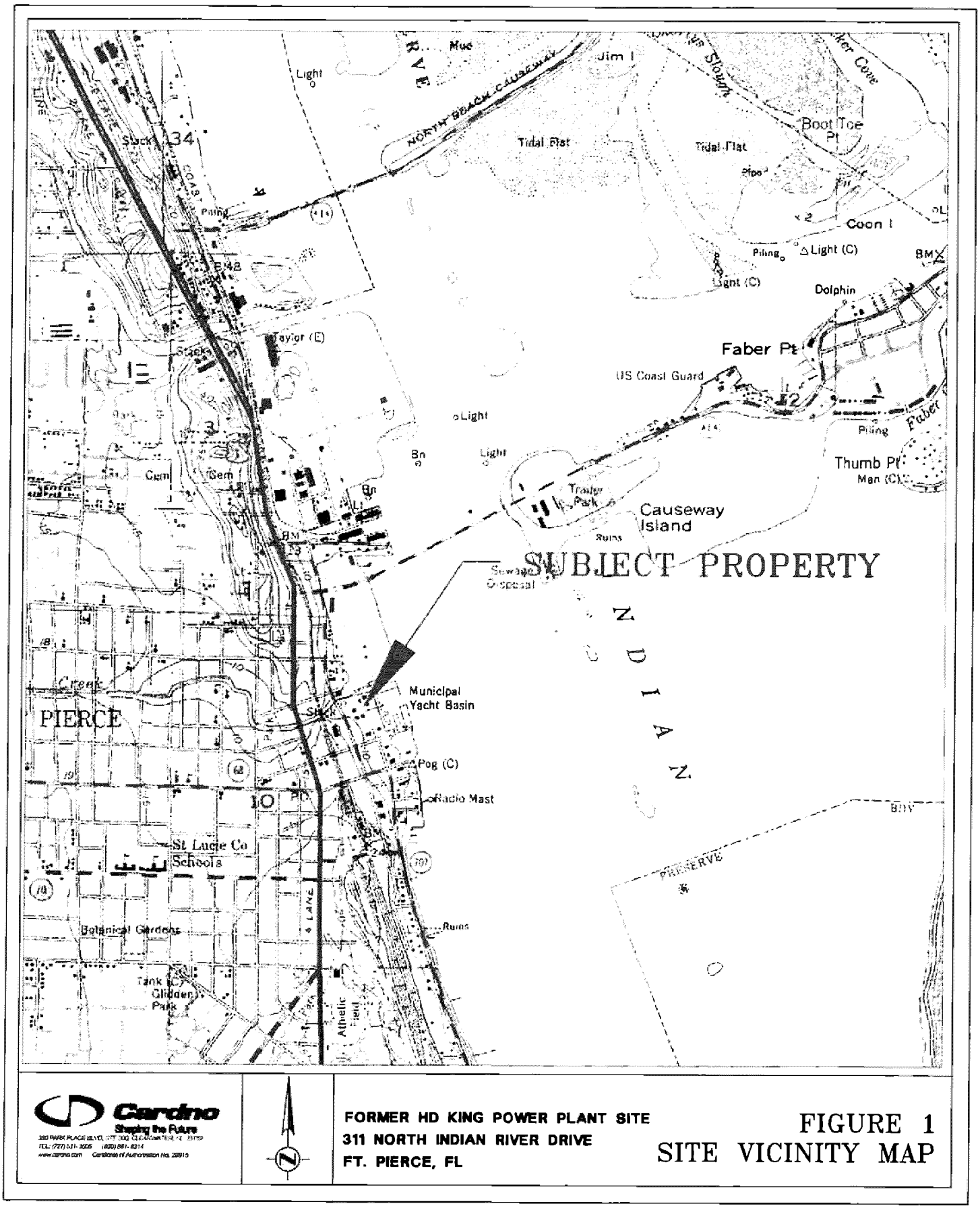
Chad Brcka, P.G., South Florida Water Management District, cbrcka@sfwmd.gov
Stephanie Heidt, AICP, Treasure Coast Regional Planning Council, sheidt@tcrpc.org
FDEP- Diane Pupa, Carrie L. Kruchell, Justin L. Cross, Lisa Duchene, Lea Crandall (Agency Clerk), Jordan Bennett, Brian Dougherty, Kent Edwards, Paul Wierzbicki

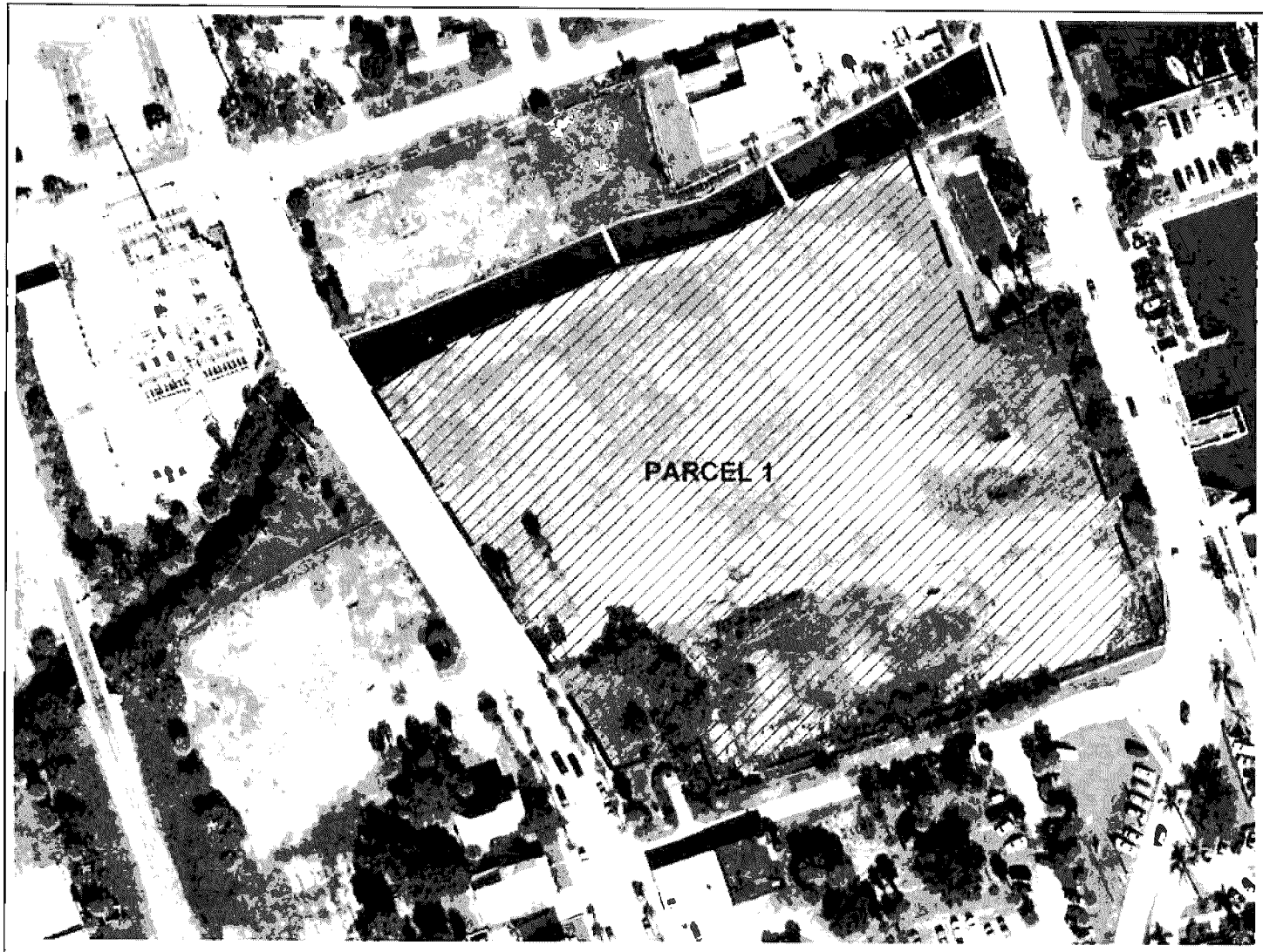


Cardno
Shaping the Future

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

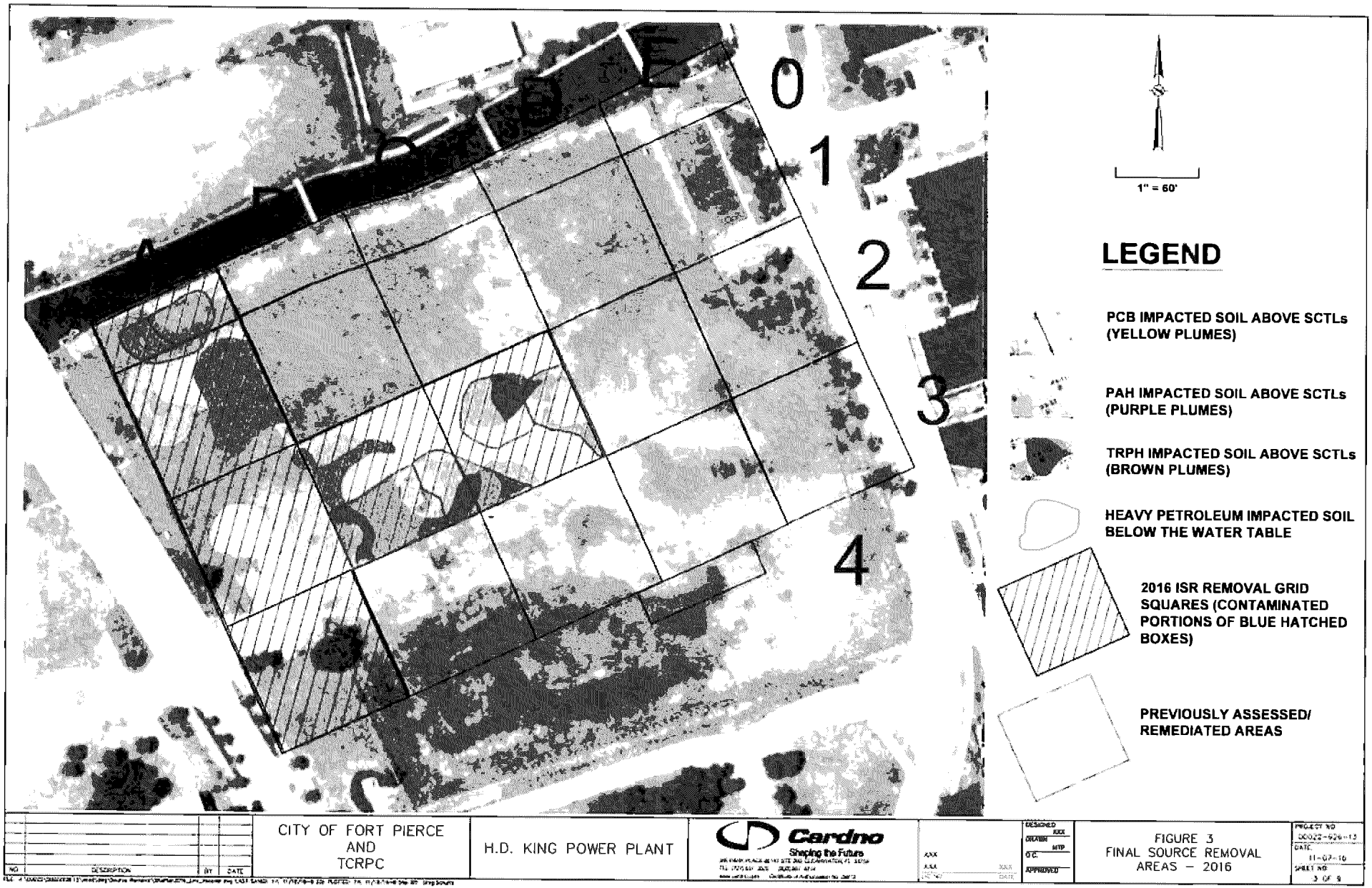
DESIGNED KAS
DRAWN MTP
CHECKED
APPROVED

FIGURE 2
PARCEL/SITE BOUNDARY MAP

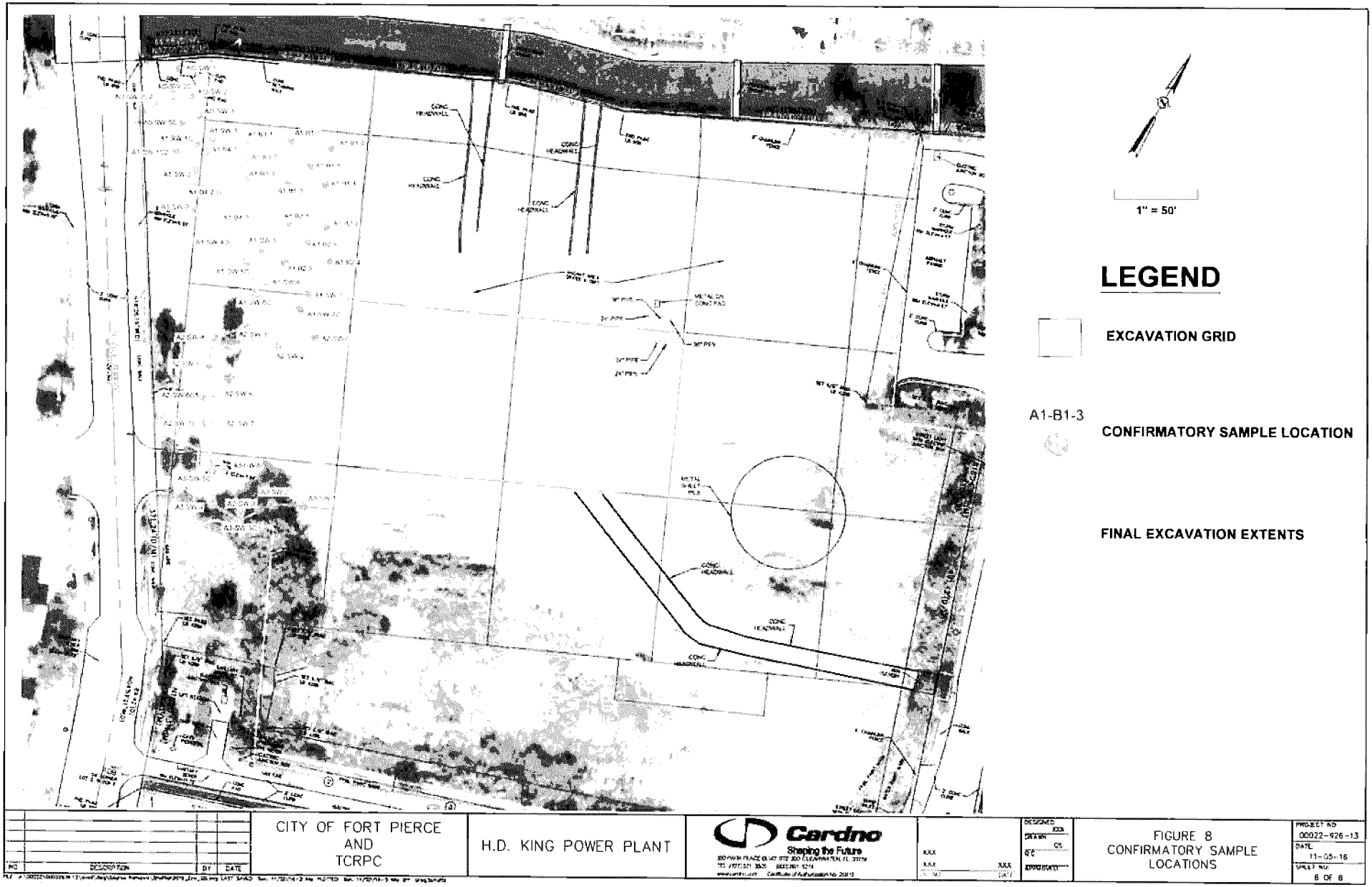
PROJECT NO. 000122-9276-13
DATE 11-1-16
SHEET NO. 2 OF 9

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

OR BOOK 4775 PAGE 2740

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

OR BOOK 4775 PAGE 2741

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)

OR BOOK 4775 PAGE 2742

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)

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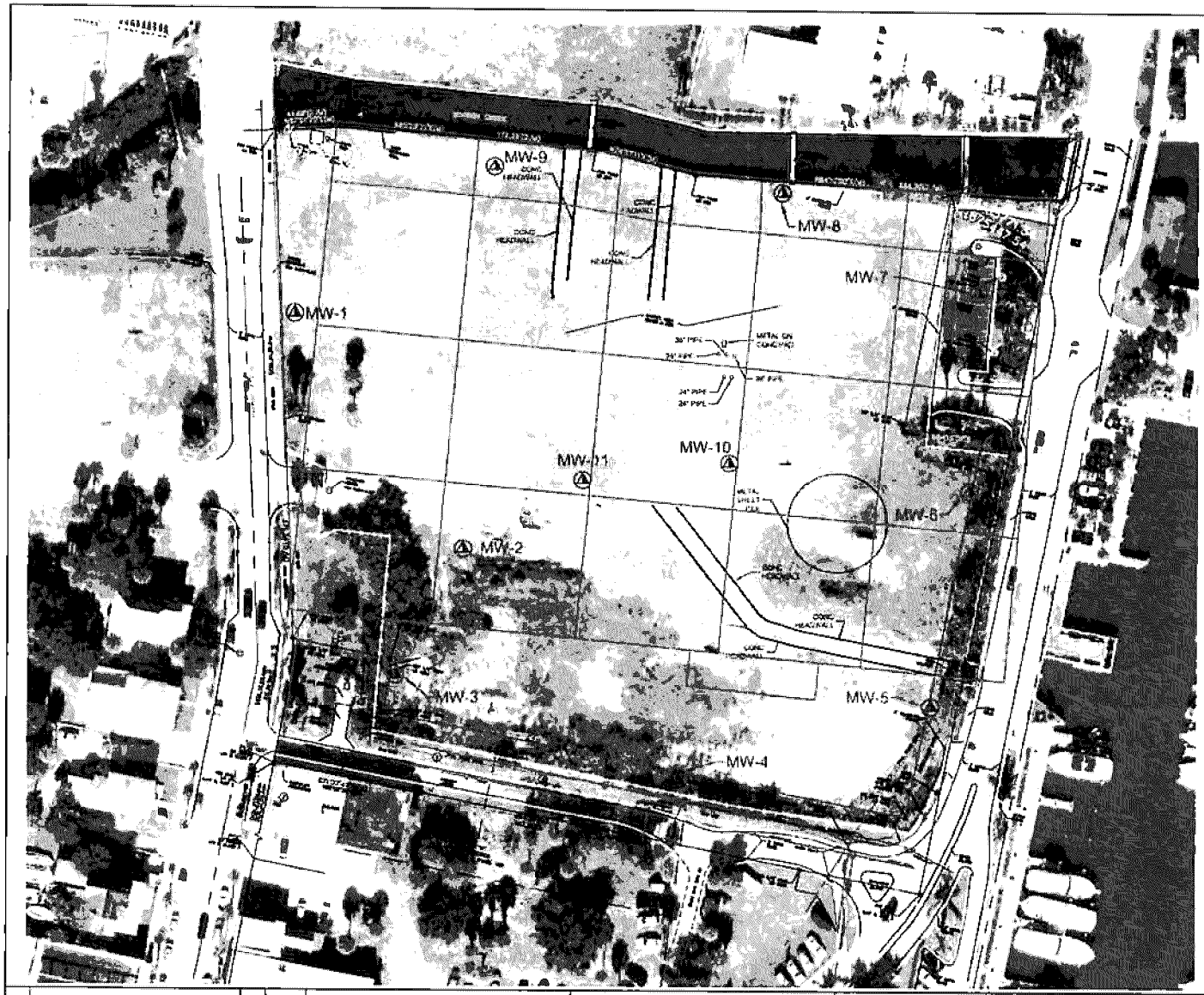
= Site concentrations for carcinogenic polycyclic aromatic hydrocarbons must be converted to Benzo(a)pyrene equivalents before comparison with the appropriate direct exposure SCTL

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

OR BOOK 4775 PAGE 2744

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

OR BOOK 4775 PAGE 2745

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

OR BOOK 4775 PAGE 2746

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

OR BOOK 4775 PAGE 2747

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

OR BOOK 4775 PAGE 2748

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

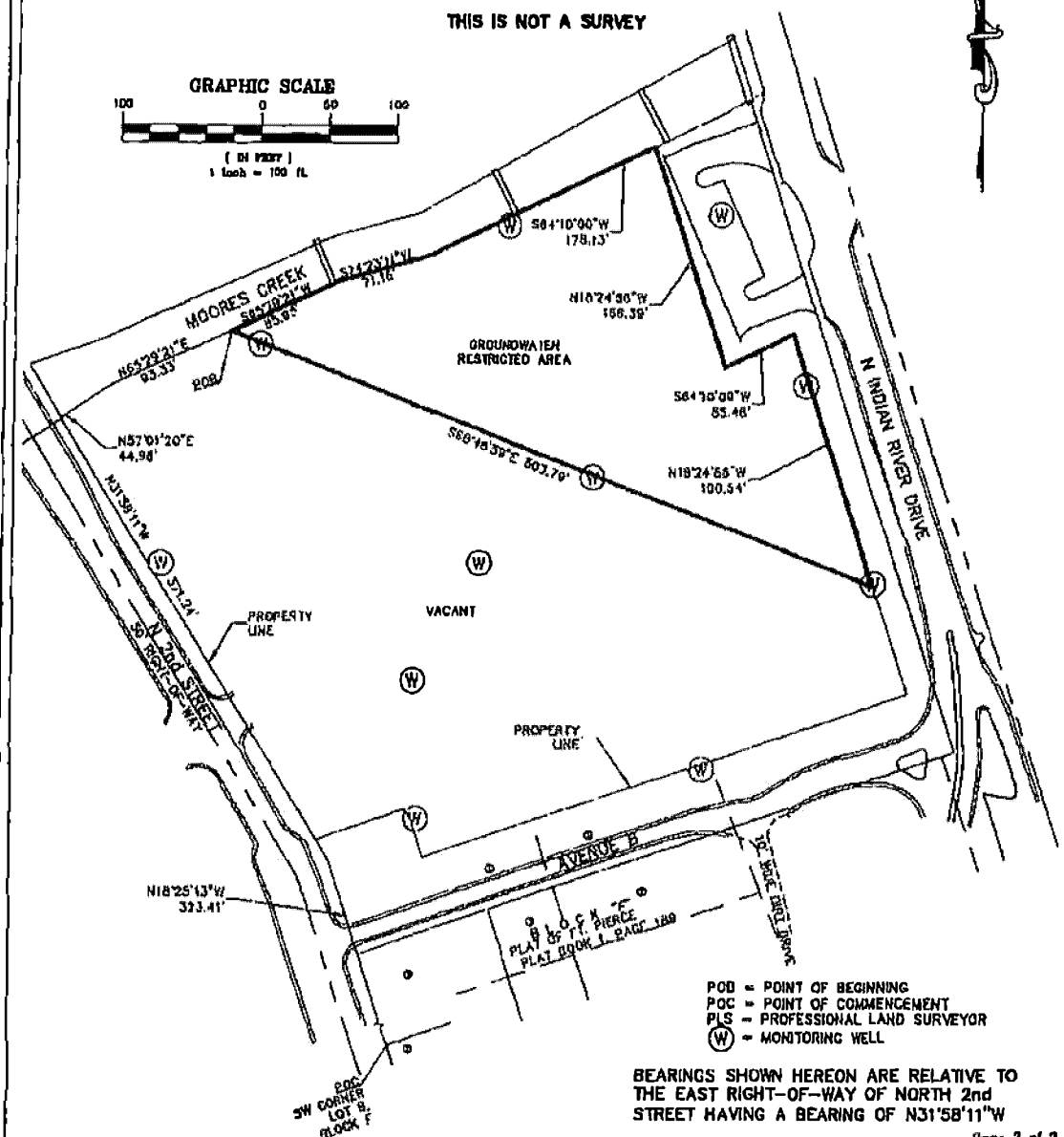
JOB NO: 13-071 sk1.dwg	SCALE: N/A
DRAWN BY: GLM	DATE: 3-17-2017

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

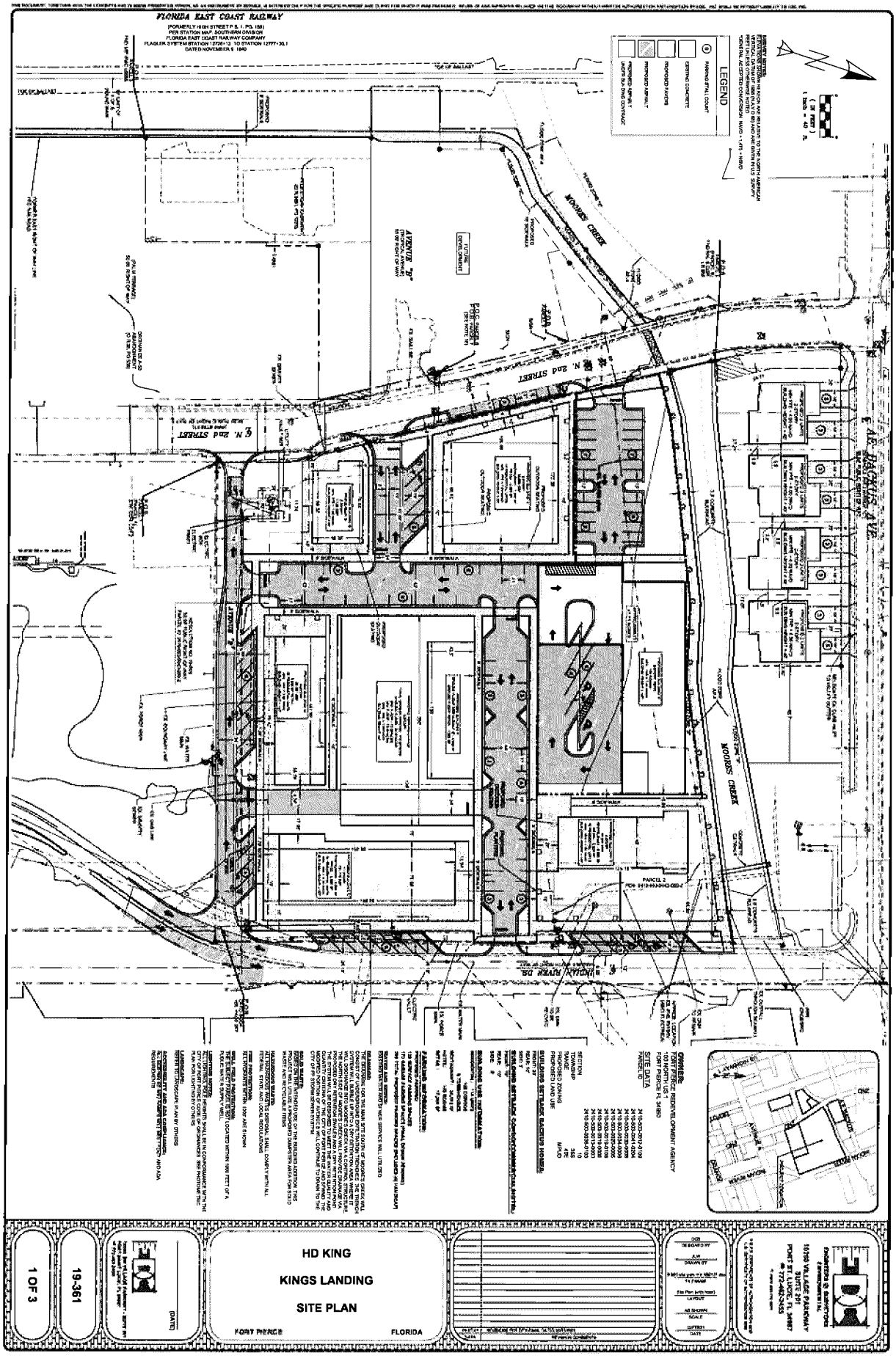
§ 16 Modifications to this bond are as follows:

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



City Commission Regular Meeting **12. a.**

Meeting Date: 01/21/2025

Re: Economic Development Ad Valorem Tax Abatement Ordinance

Submitted For: Shyanne Harnage, CRA Administrator, City Manager

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SUBJECT:

Legislative Hearing - Ordinance 25-001 - Economic Development Ad Valorem Tax Exemption. SECOND READING

SUMMARY:

The Economic Development Ad Valorem Tax Exemption program was authorized by voters on August 23, 2022 to stimulate economic growth and attract new businesses to Fort Pierce. The Economic Development Ad Valorem Tax Exemption program aims to attract new investment, create jobs, and diversify the local economy by providing financial incentives to new and expanding businesses. This ordinance will formalize the existing incentive program, providing a clear framework for application, approval, and administration of tax exemptions for qualifying businesses.

RECOMMENDATION:

Approve Ordinance 25-001.

ALTERNATIVES:

Amend or deny Ordinance 25-001.

RESPONSIBLE STAFF:

Shyanne Harnage, CRA Administrator

COORDINATED WITH:

Linda Cox, Acting City Manager
Sara Hedges, City Attorney
Kev Freeman, Planning Director

Fiscal Impact

OTHER INFORMATION:

There is no fiscal impact at this time. Upon approval of an application for a tax exemption under this ordinance, the City Commission shall enter into a written tax exemption agreement.

Attachments

Ordinance 25-001

Business Impact Estimate

Election Summary Report
RLS Memo
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	12/19/2024 05:30 PM
City Manager	Linda Cox	12/19/2024 05:30 PM

Form Started By: Shyanne Harnage Started On: 12/19/2024 01:24 PM
Final Approval Date: 01/08/2025

ORDINANCE NO. 25-001

AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE **IMPLEMENTATION OF THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION** AS PROVIDED BY SECTION 3, ARTICLE VII, OF THE CONSITITUTION OF THE STATE OF FLORIDA; CREATING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION REGULATIONS OF THE CITY OF FORT PIERCE; ESTABLISHING AN EXEMPTION OF CERTAIN AD VALOREM TAXATION FOR CERTAIN NEW AND EXPANDING BUSINESS PROPERTIES; PROVIDING DEFINITIONS AND REQUIREMENTS; PROVIDED FOR PROCEDURES FOR APPLICATION FOR EXEMPTION; SPECIFYING DUTIES OF THE PROPERTY APPRAISER IN CONNECTION WITH SUCH PROPERTY; REQUIRING A WRITTEN TAX EXEMPTION AGREEMENT; PROVIDING FOR A SUNSET CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VII, Section 3, of the Constitution of the State of Florida and Section 196.1995, Florida Statutes, empower the City of Fort Pierce ("City") to grant economic development ad valorem tax exemptions to new businesses and expansions of existing businesses after the electors of the City, voting on the question in a referendum, authorize such exemptions; and

WHEREAS, pursuant to Section 196.1995(7), Florida Statutes, the authority to grant economic development ad valorem tax exemptions expires ten (10) years after the date such authority was approved in an election; and

WHEREAS, the City's authority to grant such tax exemptions may be renewed for subsequent ten-year periods if each ten-year renewal is approved by referendum; and

WHEREAS, on May 16, 2022, the City Commission called for a referendum to be placed on the August 23, 2022 Primary Election ballot; and

WHEREAS, the referendum of the electors of the City was held on August 23, 2022, at which election the electors authorized the City Commission to grant, pursuant to Section 3, Article VII, of the State Constitution, property tax exemptions to new businesses and expansions of existing businesses that are expected to create new, full-time jobs in the City; and

WHEREAS, by this Ordinance the City Commission hereby establishes the economic development ad valorem tax exemptions, pursuant to Article VII, Section 3, of the Constitution of the State of Florida and section 196.1995, Florida Statutes, and enacts regulations, policies, and procedures in the City's Code of Ordinances, Chapter 115, to implement the direction of the electors.

NOW, THEREFORE, BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. The foregoing recitals are hereby ratified and confirmed as true and correct and are hereby made a part of this Ordinance.

SECTION 2. Chapter 115 Miscellaneous Provisions; Article III of the City's Code of Ordinances entitled "Economic Development Ad Valorem Tax Exemption Regulations" shall be created to read as follows:

ARTICLE III – <u>ECONOMIC DEVELOPMENT AD VALOREM TAX EXEMPTION</u>

REGULATIONS

Sec. 115-29. Purpose and Intent.

The public health, safety, comfort, economy, order, convenience and general welfare require the harmonious, orderly and progressive development of new businesses and the expansion of existing businesses within Florida and its incorporated municipalities and counties. In furtherance of this general purpose, municipalities are authorized and empowered to adopt, amend, or revise and enforce measures relating to economic development ad valorem tax exemptions for new businesses and the expansion of existing businesses. It is the intent of this article to secure or to ensure:

(1) The establishment of criteria for granting such exemptions to certain types of businesses or industries or for denying exemptions on a rational, non-arbitrary, non-discriminatory basis by the city commission.

(2) No precedent shall be implied or inferred by the granting of an exemption to a new or expanding business. Applications for exemptions shall be considered by the city commission on a case-by-case basis for each application, after consideration of the property appraiser's report on that application.

(3) Any exemption granted shall apply to up to 100 percent of the assessed value of all improvements to real property made by or for the use of a new business and all tangible personal property of such new business, or up to 100 percent of the assessed value of all added improvements to real property which additions are made to facilitate the expansion of an existing business and of the net increase in all tangible personal property acquired to facilitate such expansion of an existing business, provided that the improvements to real property are made or the tangible personal property is added or increased on or after the day the ordinance is adopted.

(4) Any exemption shall be up to a full ten-year period from the time the exemption is granted.

(5) No exemption shall be granted on the land on which new or expanded businesses are to be located.

(6) No exemption shall be granted on county ad valorem, school, or water management district taxes, or on taxes levied for payment of bonds or taxes authorized by a vote of the electors of the city pursuant to Sections 9 or 12, Article VII, of the State Constitution.

(7) This article is intended to be consistent with F.S. 196.1995 and any subsequent amendments thereto.

Sec. 115-30. Definitions.

The following words, phrases, and terms shall have the meanings attributed to them as indicated below, consistent with Florida Statutes and the Florida Administrative Code, as each may be amended, except where the context clearly indicates otherwise:

(1) *Applicant.* Any person or corporation submitting an economic development ad valorem tax exemption application to the city.

(2) *Business.* Any activity engaged in by any person, corporation, or company with the object of private or public gain, benefit, or advantage, either direct or indirect.

(a) *New business.*

1. A business or organization establishing ten (10) or more jobs to employ ten (10) or more full-time employees in the city, paying an average wage for such new jobs that is above the average wage in the area, which principally engages in any one or more of the following operations: manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant; or is a target industry business as defined in F.S. 288.005, or as may be amended from time to time;

2. A business or organization establishing twenty-five (25) or more jobs to employ twenty-five (25) or more full-time employees in this city, the sales factor of which, as defined by F.S. 220.15(5), or as many be amended, for the facility with respect to which it requests an economic ad valorem tax exemption is less than 0.50 for each year the exemption is claimed; or

3. An office space in the city owned and used by a business or organization newly domiciled in the city; provided such office space houses fifty (50) or more full-time employees of such business or organization; provided that such business or organization office first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization;

4. A business or organization located in an area designated as an enterprise zone pursuant to F.S. chapter 290 as of December 30, 2015, or brownfield area that first begins operation on a site clearly separate from any other commercial or industrial operation owned by the same business or organization; or

5. A business or organization that is situated on property annexed into the city and at the time of the annexation is receiving an economic development ad valorem tax exemption from the county under F.S. 196.1995; provided the exemption shall expire upon the expiration of the exemption granted by the county; provided the city may extend its exemption if the county renews its exemption; provided that the city's exemption may not extend beyond the duration of the county exemption.

(b) *Expansion of an existing business.*

1. A business or organization establishing ten (10) or more jobs to employ ten (10) or more full-time employees in the city, paying an average wage for such new jobs that is above the average wage in the area, which primarily engages in any one or more of the following: manufactures, processes, compounds, fabricates, or produces for sale items of tangible personal property at a fixed location and which comprises an industrial or manufacturing plant;

2. A business or organization establishing twenty-five (25) or more jobs to employ twenty-five (25) or more full-time employees in the city, the sales factor of which, as defined by F.S. 220.15(5), or as many be amended, for the facility with respect to which it requests an economic ad valorem tax

exemption is less than 0.50 for each year the exemption is claimed; provided that such business increases operations on a site located within the same county, municipality, or both co-located with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization, resulting in a net increase in employment of not less than ten percent (10%) or an increase in productive output or sale of not less than ten percent (10%);

3. Any business or organization located in an area that was designated as an enterprise zone pursuant to F.S. chapter 290 as of December 30, 2025, or brownfield area that increases operations on a site located within the same zone or area co-located with a commercial or industrial operation owned by the same business or organization under common control with the same business or organization.

(3) *Department.* The Florida Department of Revenue.

(4) *Improvements.* Physical changes made to raw land, and structures placed on or under the land surface. All personal property acquired to facilitate an expansion of an existing business provided that the personal property is added or increased on or after the day the ordinance approving the exemption is adopted. However, personal property acquired to replace existing property shall not be considered to facilitate a business's expansion.

Sec. 115-31. General.

(a) The economic development ad valorem tax exemption is a local option tax incentive for new or expanding business which may be granted or refused at the sole discretion of the city commission. To apply for such an exemption, a new or expanding business in the city must file a written application on a form prescribed by the department with the city.

(b) Satisfactory proof that the business meets the criteria for exemption as a new business or expansion of an existing business as defined by this ordinance and F.S. 196.012, or as may be amended, must accompany the application.

(c) The application shall be filed on or before March 1 of the year in which an exemption is requested.

Sec. 115-32. Procedure.

(a) An application for an economic development ad valorem tax exemption must be filed with the city and must contain the following information provided by the applicant:

(1) The name and location of the new business or the expansion of an existing business;

(2) A description of the improvements to real property for which an exemption is requested and the date of commencement of construction of such improvements;

(3) A description of the tangible personal property for which an exemption is requested and the dates when such property was or is to be purchased;

(4) Proof, to the satisfaction of the city commission, that the applicant is a new business or an expansion of an existing business, as defined in this article and F.S. 196.012;

(5) The number of jobs the applicant expects to create along with the

average wage of the jobs and whether the jobs are full-time or part-time;

(6) The expected time schedule for job creation; and

(7) Other information deemed necessary or appropriate by the department or municipality.

(b) Before the city commission acts on an application, the city must submit the application to the property appraiser for review. After careful consideration, the property appraiser shall report to the city commission concerning the fiscal impact of granting the exemption.

(c) The property appraiser's report shall include the following:

(1) The total revenue available to the city for the current fiscal year from ad valorem tax sources, or an estimate of such revenue if the actual total revenue available cannot be determined;

(2) Any revenue lost to the City for the current fiscal year by virtue of exemptions previously granted under this article, or an estimate of such revenue if the actual revenue cannot be determined;

(3) An estimate of the revenue which would be lost to the city during the current fiscal year if the exemption applied for were granted had the property for which the exemption is requested otherwise been subject to taxation; and

(4) A determination as to whether the property for which an exemption is requested is to be incorporated into a new business or the expansion of an existing business, or into neither, which determination the property appraiser shall also affix to the face of the application. that the business meets the definition of a new or expanding business as defined in this article and F.S. 196.012. Upon request, the department and the city will provide the property appraiser such information as it may have available to assist in making this determination.

(d) When considering the issue of whether to grant an economic development ad valorem tax exemption, the city commission shall consider the following:

(1) The report of the property appraiser;

(2) The total number of net new jobs to be created by the applicant;

(3) The average wage of the new jobs;

(4) The capital investment to be made by the applicant;

(5) The type of business or operation and whether it qualifies as a targeted industry as may be identified from time to time by the city;

(6) The environmental impact of the proposed business or operation;

(7) The extent to which the applicant intends to source its supplies and materials within the applicable jurisdiction; and

(8) Any other economic-related characteristics or criteria deemed necessary by the city.

(f) Approval of an economic development ad valorem tax exemption shall be through an ordinance adopted by the city commission in the same manner as any other ordinance of the city. Such ordinance shall include the following information:

(1) The name and address of the new or expanding business;

(2) The amount of revenue available from ad valorem tax sources for the current fiscal year, revenue lost for the current fiscal year because of economic development ad valorem tax exemptions currently in effect, and the amount of estimated revenue which would be lost because of the exemption granted to the new or expanding business;

(3) The expiration date of the exemption, up to ten years;

(4) The percentage amount of the exemption, up to 100%; and

(5) A finding that the business meets the definition of a new business or an expansion of an existing business herein and as defined by F.S. 196.012, or as may be amended.

Sec. 115-34. Written tax exemption agreement.

Upon approval of an application for a tax exemption under this article, the city commission shall enter into a written tax exemption agreement, which shall include performance criteria and must be consistent with the requirements of F.S. 196.1995, or as it may be subsequently amended, or other applicable laws. The agreement shall:

(1) Require the applicant to report at a specific time before the expiration of the exemption the actual number of new, full-time jobs created and their actual average wage; and

(2) Grant authority to the city commission to revoke, in whole or in part, the exemption if the applicant fails to meet the expectations and representations described in this article and/or F.S. 196.1995(8), or as it may be subsequently amended.

Sec. 115-33. Fees.

Fees charged to offset the cost of processing the economic development ad valorem tax exemption application or any exemption ordinance shall be adopted by the city commission by resolution.

Sec. 115-35. Sunset provision.

Pursuant to the provisions of F.S. 196.1995(7), the Economic Development Ad Valorem Tax Exemption expires ten (10) years from the date approved by the electors, which shall be August 23, 2032. The Economic Development Ad Valorem Tax Exemption may be renewed for subsequent ten (10) year periods if each ten (10) year renewal is approved in a referendum called and held pursuant to F.S. 196.1995.

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 K. Hedges
City Attorney

STATE OF FLORIDA COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-001 was duly advertised by title only in the St. Lucie News Tribune on December 27, 2024; copy of said Ordinance was made available at the Officeof 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 January 6, 2025;

and was duly introduced, read by title only, and passed on second and final reading on January 20, 2025, 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 January 2025.

_____
Linda Hudson, Mayor

ATTEST:

_____
Linda W. Cox
City Clerk

(SEAL)

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.

Election Summary Report

Closed Primary

St Lucie County

August 23, 2022

Summary for: All Contests, All Districts, All Counting Groups

Precincts Reported: 60 of 60 (100.00%)

Registered Voters: 54,936 of 235,244 (23.35%)

Ballots Cast: 54,936

United States Senator (DEM) (Vote for 1)
DEM

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	23,503 / 87,183	26.96%

Candidate	Party	Total	
Ricardo De La Fuente	DEM	751	
Val Demings	DEM	19,428	
Brian Rush	DEM	1,628	
William Sanchez	DEM	1,122	
Total Votes		22,929	

United States Representative, District 21 (REP) (Vote for 1)
REP

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	24,940 / 79,384	31.42%

Candidate	Party	Total	
Jeff Buongiorno	REP	2,289	
Melissa Martz	REP	1,851	
Brian Mast	REP	20,389	
Ljubo Skrbic	REP	222	
Total Votes		24,751	

Governor and Lieutenant Governor (Vote for 1)
DEM

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	23,503 / 87,183	26.96%

Candidate	Party	Total	
Charlie Crist		14,172	
Cadance Daniel		633	
Nicole "Nikki" Fried		7,851	
Robert L. Willis		583	
Total Votes		23,239	

Attorney General (Vote for 1)
DEM

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	23,503 / 87,183	26.96%

Candidate	Party	Total	
Aramis Ayala	DEM	9,171	
Jim Lewis	DEM	6,697	
Daniel Uhlfelder	DEM	5,621	
Total Votes		21,489	

Commissioner of Agriculture for St Lucie County (REP) (Vote for 1)
REP

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	24,940 / 79,384	31.42%

Candidate	Party	Total	
James W. Shaw		7,707	
Wilton Simpson		15,613	
Total Votes		23,320	

Commissioner of Agriculture for St Lucie County (DEM) (Vote for 1)
DEM

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	23,503 / 87,183	26.96%

Candidate	Party	Total	
Naomi Esther Blemur		10,030	
J.R. Gaillot		4,308	
Ryan Morales		6,854	
Total Votes		21,192	

County Commissioner, District 4 (Vote for 1)
REP

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	24,940 / 79,384	31.42%

Candidate	Party	Total	
Jamie Lee Fowler	REP	13,887	
Martha Hornsby	REP	9,399	
Total Votes		23,286	

Circuit Judge, Circuit 19 Group 1 (Vote for 1)

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	54,936 / 235,244	23.35%

Candidate	Party	Total	
Christian Van Riper	NOP	15,069	
Rebecca White	NOP	35,206	
Total Votes		50,275	

Circuit Judge, Circuit 19 Group 2 (Vote for 1)

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	54,936 / 235,244	23.35%

Candidate	Party	Total	
Leatha Dawn Mullins	NOP	28,991	
Alexander Stuart Nelson	NOP	20,339	
Total Votes		49,330	

School Board, District 1 (Vote for 1)

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	54,936 / 235,244	23.35%

Candidate	Party	Total	
Brian K. Capp		23,346	
Debbie Hawley		27,897	
Total Votes		51,243	

School Board, District 3 (Vote for 1)

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	54,936 / 235,244	23.35%

Candidate	Party	Total	
Donnita Graben		21,398	
Donna Mills		30,066	
Total Votes		51,464	

School Board, District 5 (Vote for 1)

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	54,936 / 235,244	23.35%

Candidate	Party	Total	
Arndrea Pressley Dampier		21,169	
Troy Ingersoll		30,376	
Total Votes		51,545	

City of Port St Lucie Mayor (Vote for 1)

Precincts Reported: 34 of 34 (100.00%)

	Total	
Times Cast	34,570 / 154,057	22.44%

Candidate	Party	Total	
Chauncelor Howell		4,016	
Robert "Bobby" Johnson		4,043	
Shannon M. Martin		21,135	
Michael Moses		4,231	
Total Votes		33,425	

Port St. Lucie City Council D1 (Vote for 1)

Precincts Reported: 34 of 34 (100.00%)

	Total	
Times Cast	34,570 / 154,057	22.44%

Candidate	Party	Total	
Indony P. Jean Baptiste		6,065	
Stephanie Morgan		20,249	
Kevin Zimmerman		6,252	
Total Votes		32,566	

Fort Pierce District 2 (Vote for 1)

Precincts Reported: 9 of 9 (100.00%)

	Total	
Times Cast	3,638 / 14,417	25.23%

Candidate	Party	Total	
Michael Broderick		1,474	
James Clasby		1,588	
Uline Daniel		403	
Total Votes		3,465	

Fort Pierce Referendum (Vote for 1)

Precincts Reported: 7 of 7 (100.00%)

	Total	
Times Cast	2,342 / 11,142	21.02%

Candidate	Party	Total	
Yes - For authority to grant exemptions		1,313	
No - Against authority to grant exemptions		854	
Total Votes		2,167	

Fort Pierce Referendum (Vote for 1)

Precincts Reported: 9 of 9 (100.00%)

	Total	
Times Cast	3,638 / 14,417	25.23%

Candidate	Party	Total	
Yes -- For authority to grant exemptions		1,857	
No -- Against authority to grant exemptions		1,610	
Total Votes		3,467	

Economic Development Incentive for St. Lucie County (Vote for 1)

Precincts Reported: 60 of 60 (100.00%)

	Total	
Times Cast	54,936 / 235,244	23.35%

Candidate	Party	Total	
Yes For Authority to grant exemptions		27,023	
No- Against Authority to grant exemptions		23,233	
Total Votes		50,256	

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SHYANNE HARNAGE,

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: ECONOMIC DEVELOPMENT AD VALOREM TAX ABATEMENT ORDINANCE

CAO RLS FILE: RLS 24-434

DATE: NOVEMBER 22, 2024

I have reviewed the above Request for Legal Services (RLS) related to an Ordinance establishing an Economic Development Ad Valorem Tax Exemption. I have made suggested changes to the Ordinance. I have completed some reorganizing of the Ordinance, made changes for consistency with the formatting of the Code of Ordinances, and made changes to the language based on the current wording of section 196.1995, Florida Statues. Most notably, I have moved this to Article III, to leave Article I intact and available for more general rules, as it is currently titled. Please review all changes carefully to ensure all wording is how you intended.

I have uploaded a track changes and clean copy version of the Ordinance for your review. With the suggested changes implemented, the Ordinance is approved as to form and correctness.

I have also uploaded the Application from the Department of Revenue for your utilization, as the Ordinance and statute require the Department of Revenue's Application to be used to apply for the exemption.

Finally, the Ordinance indicates the fees that are to be set for this application are to be established through Ordinance. If that has not been prepared, please do so for its adoption after second reading of this Ordinance.

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

Thank you.
SH

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:

12/27/2024

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 12/27/2024

Keegan Lorenz
Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$149.60	
Tax Amount:	$0.00	
Payment Cost:	$149.60	
Order No:	10869716	# of Copies:
Customer No:	1126527	0
PO #:	LSAR0210609	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

City of Fort Pierce Notice of Public Hearing

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, January 6 and Tuesday, January 21, 2025, at their meetings which begin at 5:05 p.m., on the first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 25-001 - AN ORDINANCE OF THE CITY OF FORT PIERCE, FLORIDA; PROVIDING FOR THE IMPLEMENTATION OF THE ECONOMIC DEVELOPMENT AD VALOREN TAX EXEMPTION AS PROVIDED BY SECTION 3, ARTICLE VII, OF THE CONSITITUTION OF THE STATE OF FLORIDA; CREATING THE ECONOMIC DEVELOPMENT AD VALOREM TAX EXMPTION REGULATIONS OF THE CITY OF FORT PIERCE; ESTABLISHING AN EXEMPTION OF CERTAIN AD VALOREM TAXATION FOR CERTAIN NEW AND EXPANDING BUSINESS PROPERTIES; PROVIDING DEFINITIONS AND REQUIREMENTS; PROVIDED FOR PROCEDURES FOR APPLICATION FOR EXMPTION; SPECIFYING DUTIES OF THE PROPERTY APPRAISER IN CONNECTION WITH SUCH PROPERTY; REQUIRING A WRITTEN TAX EXEMPTION AGREEMENT; PROVIDING FOR A SUNSET CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinance; said Ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO INSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
December 27 2024
LSAR0210609

City Commission Regular Meeting **12. b.**

Meeting Date: 01/21/2025

Re: Annexation - 3302 Avenue B - Parcel ID: 2408-506-0002-000-5

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-002 - Review and approval of Voluntary Annexation by owner Frances Casner, to extend the territorial limits of the City of Fort Pierce, Florida, to include one (1) parcel at 3302 Avenue B. The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R-3). Parcel ID: 2408-506-0002-000-5. FIRST READING

SUMMARY:

Project #: PZANN2024-00002
A voluntary application for annexation was submitted by applicant Frances Casner, property owner. The request is to annex Parcel ID: 2408-506-0002-000-5, located at 3302 Avenue B. The subject property has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning classification of Commercial, General (CG). The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R-3).

RECOMMENDATION:

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the assoicated Future Land Use designation RL and the Zoning classification R-3.

ALTERNATIVES:

1. Recommend approval with conditions
2. Recommend with disapproval

RESPONSIBLE STAFF:

Kerry C. Driver - Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 25-002
Staff Presentation
Staff Report
Staff Supporting Documents
Applicant File
Public Notice
Legal Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	12/17/2024 02:27 PM

Form Started By: Kerry Driver
Started On: 12/10/2024 01:35 PM
Final Approval Date: 12/17/2024

ORDINANCE NO. 25-002

AN **ORDINANCE EXTENDING THE TERRITORIAL LIMITS OF THE CITY OF FORT PIERCE, FLORIDA, TO INCLUDE ONE (1) PARCELS AT OR NEAR 3302 AVENUE B** AND SHOWN ON EXHIBIT A; DIRECTING THE ST. LUCIE COUNTY PROPERTY APPRAISER TO ASSESS SAID PROPERTY AND PLACE IT ON THE CITY TAX ROLLS AS OF JANUARY 1, 2025; DIRECTING THE ST. LUCIE COUNTY TAX COLLECTOR TO COLLECT TAXES ON THE HEREIN DESCRIBED PROPERTY; ESTABLISHING ZONING CLASSIFICATION; ESTABLISHING LAND USE DESIGNATION; DIRECTING FILING OF THE ORDINANCE WITH THE CLERK OF THE CIRCUIT COURT AND CHIEF ADMINISTRATIVE OFFICER OF ST. LUCIE COUNTY; DIRECTING REVISION OF THE CHARTER BOUNDARY ARTICLE TO BE FILED WITH THE DEPARTMENT OF STATE AND SUBMITTED TO THE OFFICE OF ECONOMIC AND DEMOGRAPHIC RESEARCH; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFILICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I, Chapter 171, Florida Statutes, sets forth a procedure for Municipal Annexation; and

WHEREAS, in accordance with Section 171.044 of the Florida Statutes, the owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality; and

WHEREAS, the property is contiguous to the municipality of the City of Fort Pierce; and

WHEREAS, the estimated population of the annexation is two (2); and

WHEREAS, the owner(s) have petitioned for voluntary annexation to the municipality of the City of Fort Pierce; and

WHEREAS, the petition bears the signature(s) of current and/or former owner(s) of property in the area proposed to be annexed; and

WHEREAS, the City of Fort Pierce Planning Board, at their December 9th, 2024, meeting voted 5 to 5 recommend approval of the annexation; and

WHEREAS, in accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department has provided notice of this annexation via certified mail to the St. Lucie County Administrator's Office on December 16, 2024, no fewer than thirty (30) days prior to the first reading of this annexation Ordinance by the City Commission of the City of Fort Pierce, Florida; and

WHEREAS, in accordance with Section 171.044(6) of the Florida Statutes, the City Planning Department has provided notice of this annexation, via certified mail, to the St. Lucie County Board of County Commissioners on December 16, 2024, no fewer than ten (10) days prior to publishing or posting the ordinance notice.

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The territorial limits of the City of Fort Pierce, Florida, are hereby extended, as depicted on Exhibit "A", attached hereto, and incorporated herein; and the following property is hereby annexed into the City:

a) Parcel ID: 2408-506-0002-000-5

LEGAL DESCRIPTION:

REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART O FLOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Containing 0.30 acres (more or less)

Said property containing approximately 0.30 acres and being generally located at or near 3302 Avenue B, Fort Pierce, FL.

SECTION 2. That the St. Lucie County Property Appraiser and the St. Lucie County Tax Collector are directed to place upon and add to the assessment roll, and to collect taxes on the land described in Exhibit "A" hereof as of January 1, 2025, and subsequent years, and to enter the same at such valuation that it will bear an equal and just proportion of taxes as of that date and subsequent years. The property tax classifications and exemptions currently in effect upon and applied to the land described in Exhibit "A" shall not be affected by this Ordinance, so long as the classifications and exemptions are consistent with the standards set forth by the Saint Lucie County Property Appraiser. Nothing in this Ordinance is intended to, or shall be construed as, a revocation of abrogation of the land's current Saint Lucie County Property Appraiser's tax classifications and exemptions.

SECTION 3. That upon this Ordinance becoming effective, the land herein described on Exhibit "A" and annexed into the territorial limits of the City of Fort Pierce shall be zoned Single Family Moderate Density Residential (R-3) and assigned a Future Land Use Designation of Residential Low Density (RL), as depicted on Exhibit "B" attached hereto and incorporated herein.

SECTION 4. That in accordance with Section 171.044(3), this ordinance shall be filed with clerk of the circuit court, the chief administrative officer of St. Lucie County, and the Department of State within seven (7) days after adoption.

SECTION 5. That in accordance with Section 171.091, any change in the City boundaries through annexation shall revise the charter boundary article and shall be filed as a revision of the charter with the department of State within thirty (30) days; and a copy of such revision shall be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.

SECTION 6. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 7. All Ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 8. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. **24-042** was duly advertised accordance with Section 171.044(2) of the Florida Statues by display advertising St. Lucie News Tribune on Sunday, January 5, 2025 and Sunday, January 19, 2025; 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 January 21, 2025; and was duly introduced, read by title only, and passed on second and final reading February 3, 2025, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida, this **XX** day of ____ 2024.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

_____
City Clerk

(CITY SEAL)

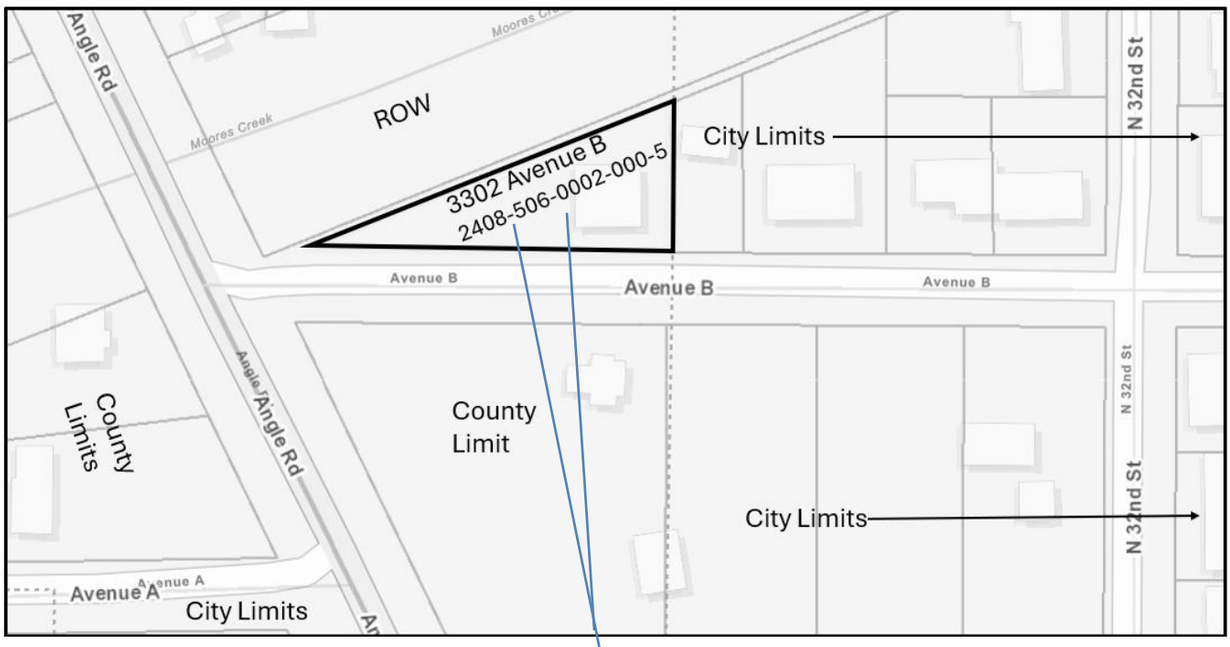
EXHIBIT A
Territorial Limits Extension

PARCEL: 3302 Avenue B

REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART O FLOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Said property containing 0.30 acres, more or less

EXHIBIT B
Zoning & Future Land Use Designation Assignment



ZONING DESIGNATION OF **SINGLE-FAMILY MODERATE DENSITY (R-3)** AND LAND USE DESIGNATION OF **RESIDENTIAL LOW DENSITY (RL)**

CITY OF FORT PIERCE

CITY COMMISSION

January 21st, 2025

Annexation

3302 Avenue B

Parcel ID: 2408-506-0002-000-5

APPLICANT

Frances Casner

PROPERTY OWNER(S)

Frances Casner

PARCEL IDs:
2408-506-0002-000-5

SUMMARY

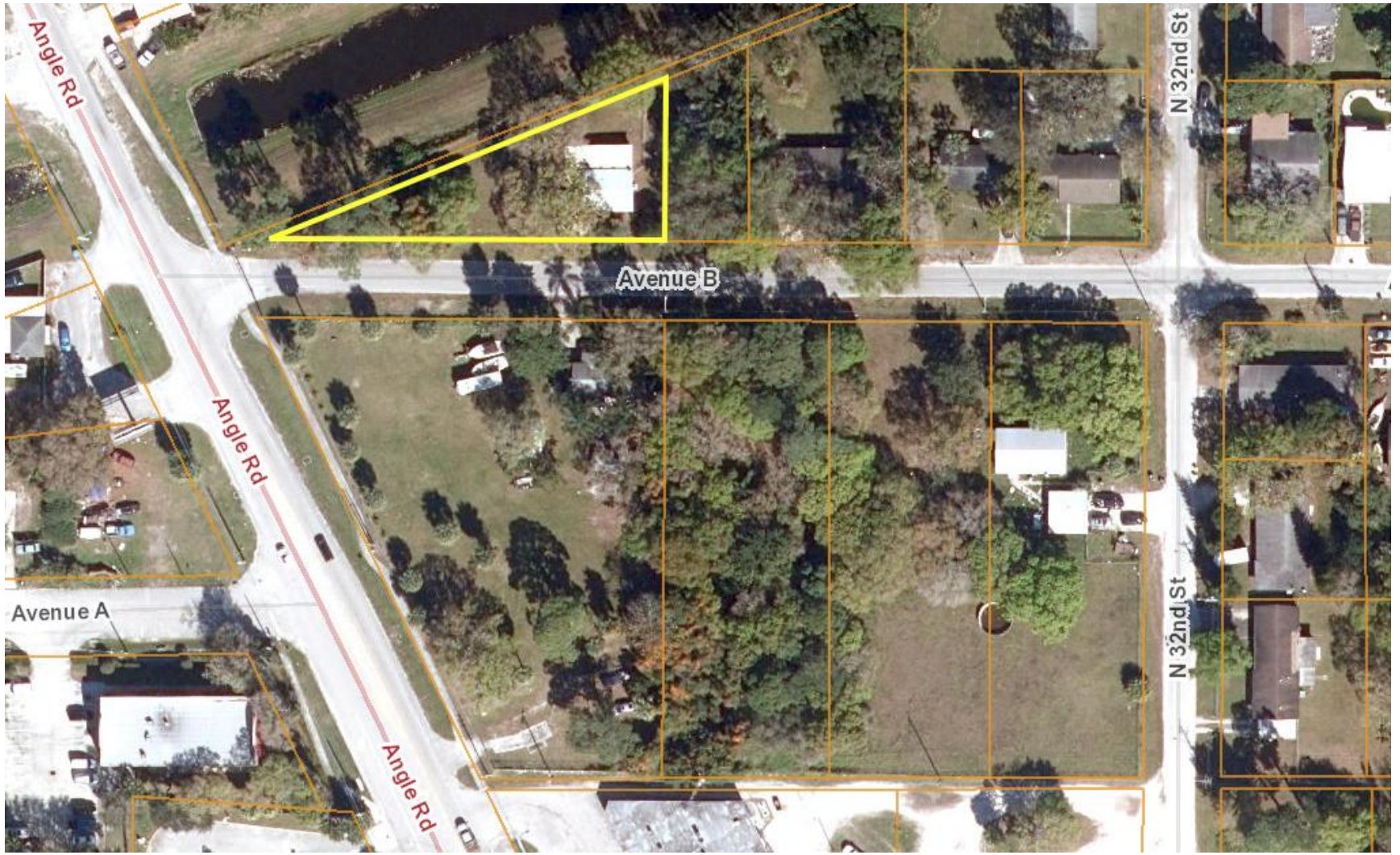
Request to review a Voluntary Application for Annexation for one (1) parcel of land at 3302 Avenue B.

BACKGROUND

The applicant is requesting a voluntary annexation of one (1) parcel at 3302 Avenue B., in Fort Pierce, Florida. The parcel IDs are 2408-506-0002-000-5.

The subject property has St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning classification of Commercial, General (CG). The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R-3).

SITE LOCATION



SITE AREA= 0.30 +/- Acres

3302 Avenue B. ANNEXATION

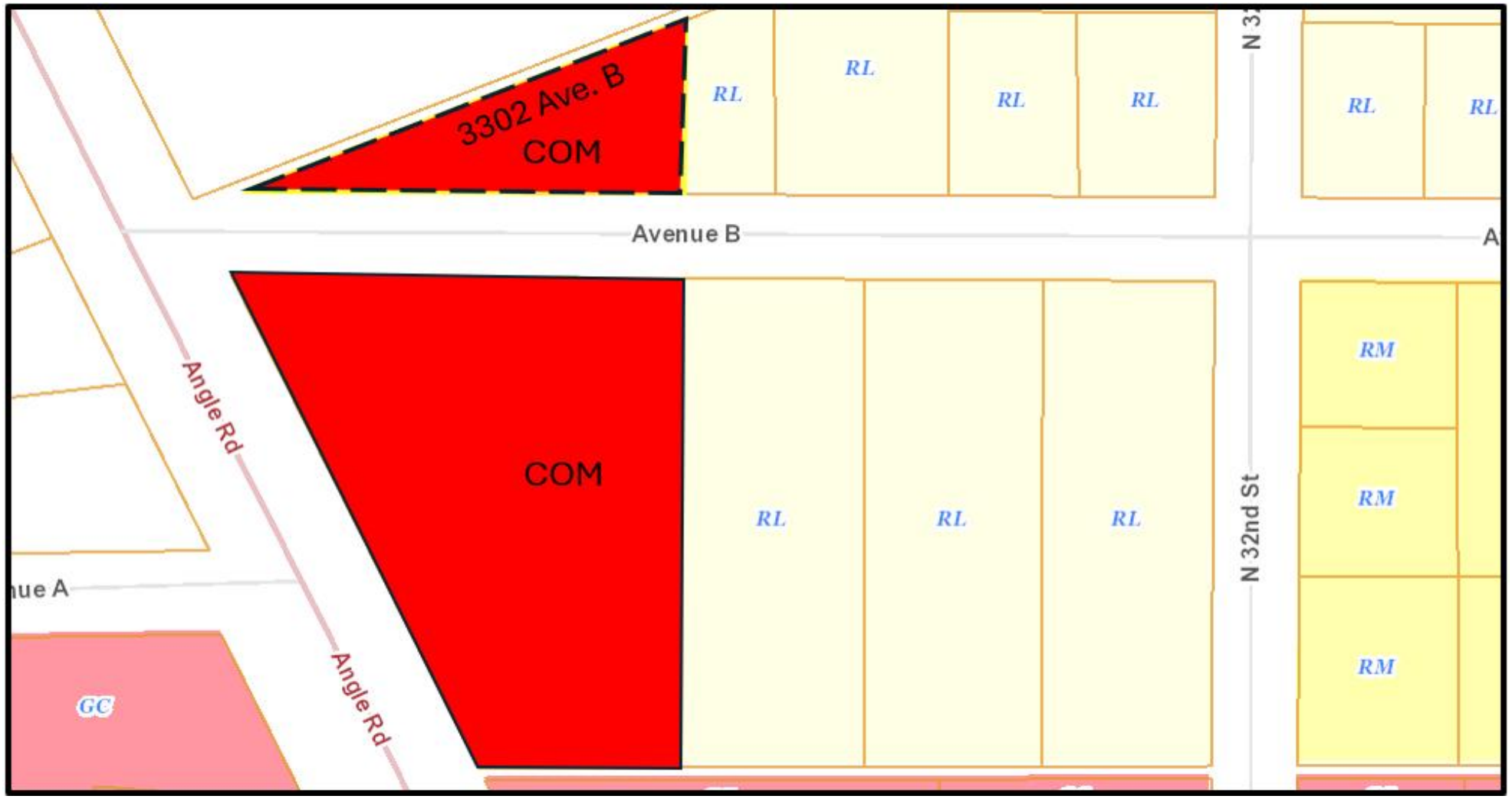
COMPREHENSIVE PLAN

Pursuant to Comprehensive Plan policy 1.11.5 “properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission.” Staff has confirmed that the property is located within unincorporated St. Lucie County and is contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

The current value of the property is $58,266. Should the Application for Annexation be approved it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce if developed, depending on the millage rate per year, which currently is 6.9000.

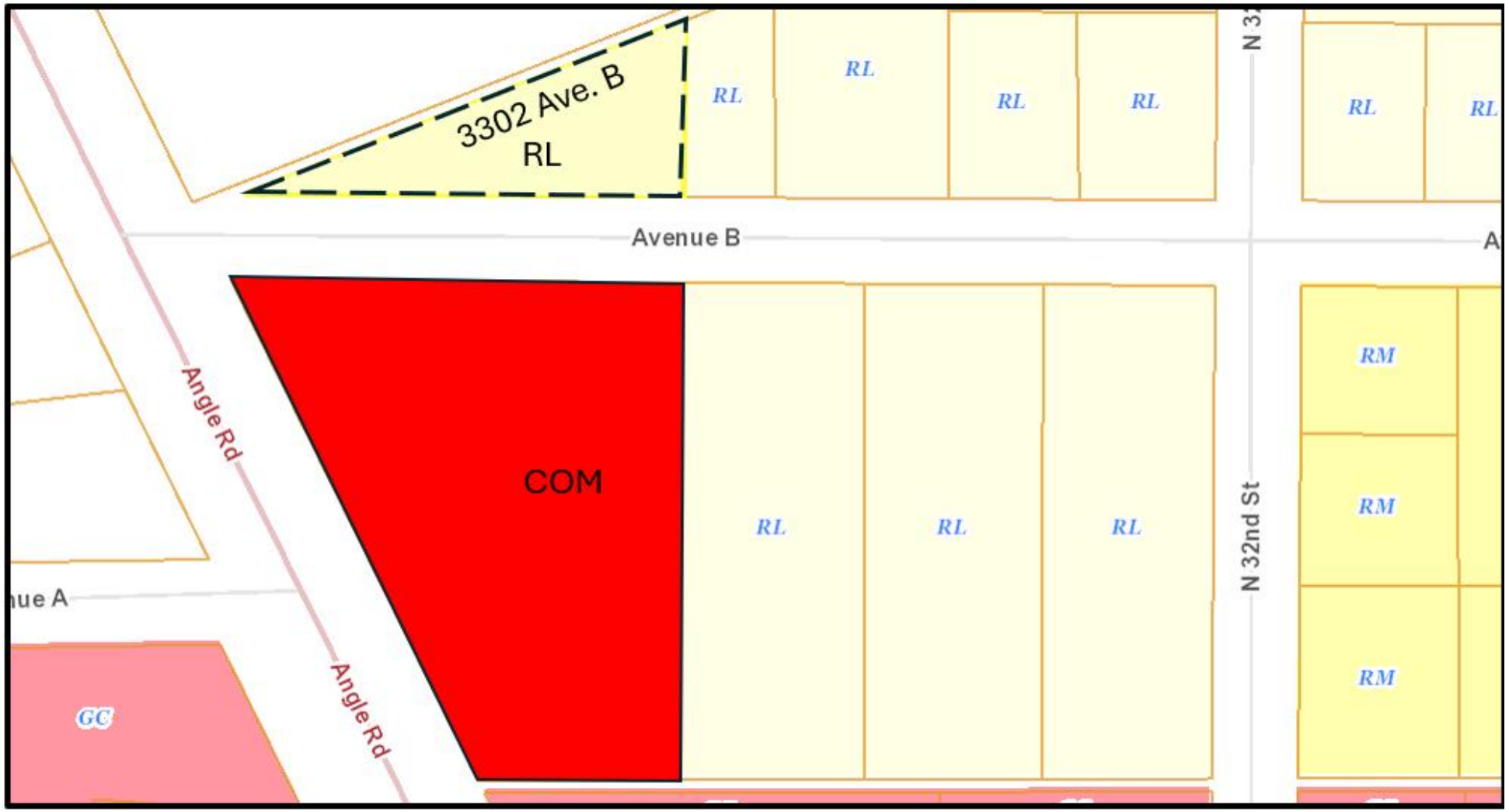
EXISTING FUTURE LAND USE: County

Current FLU: COM Commercial– (St. Lucie County)



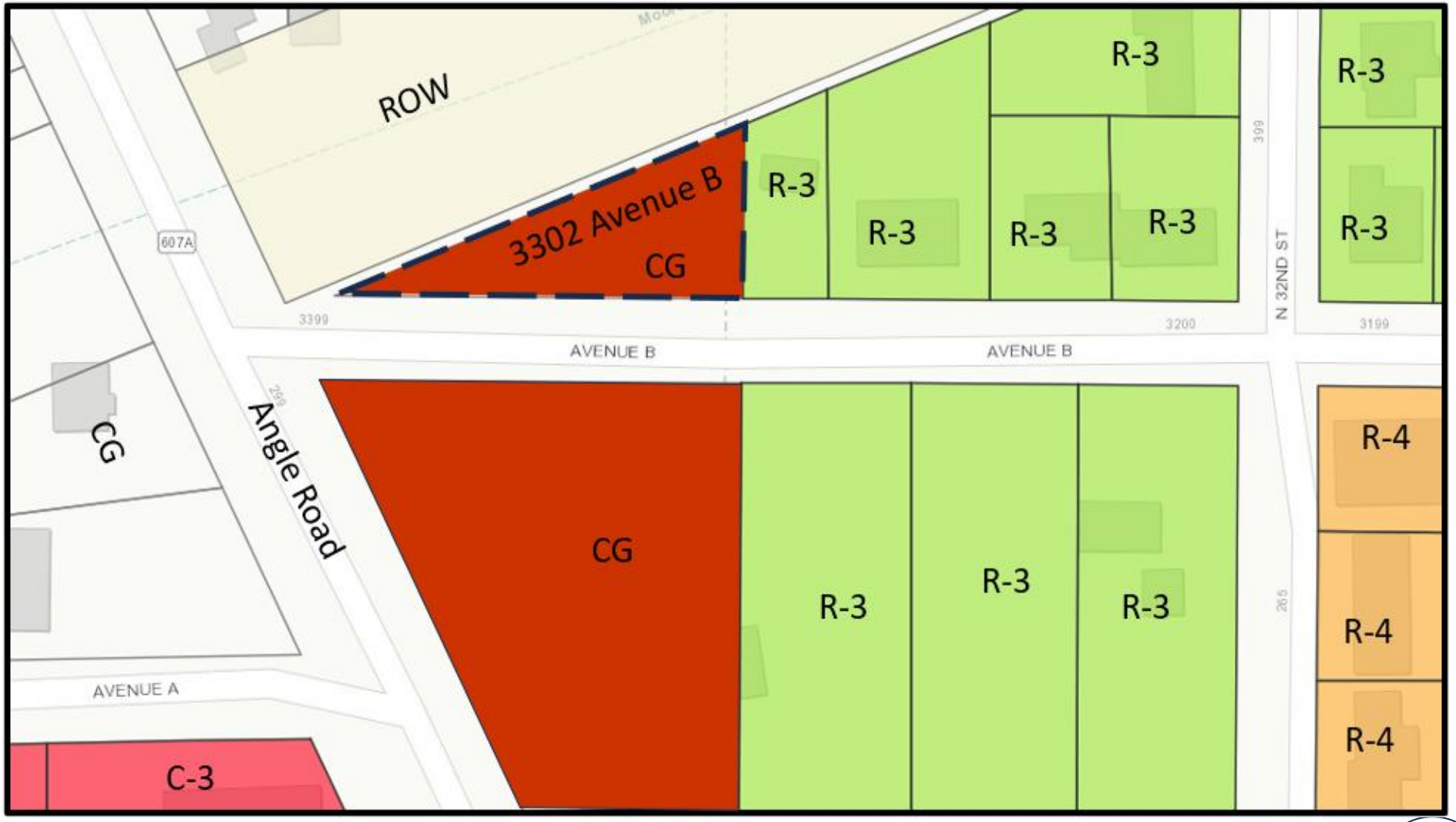
PROPOSED FUTURE LAND USE: City

Proposed FLU: RL (Residential Low Density–City of Fort Pierce)



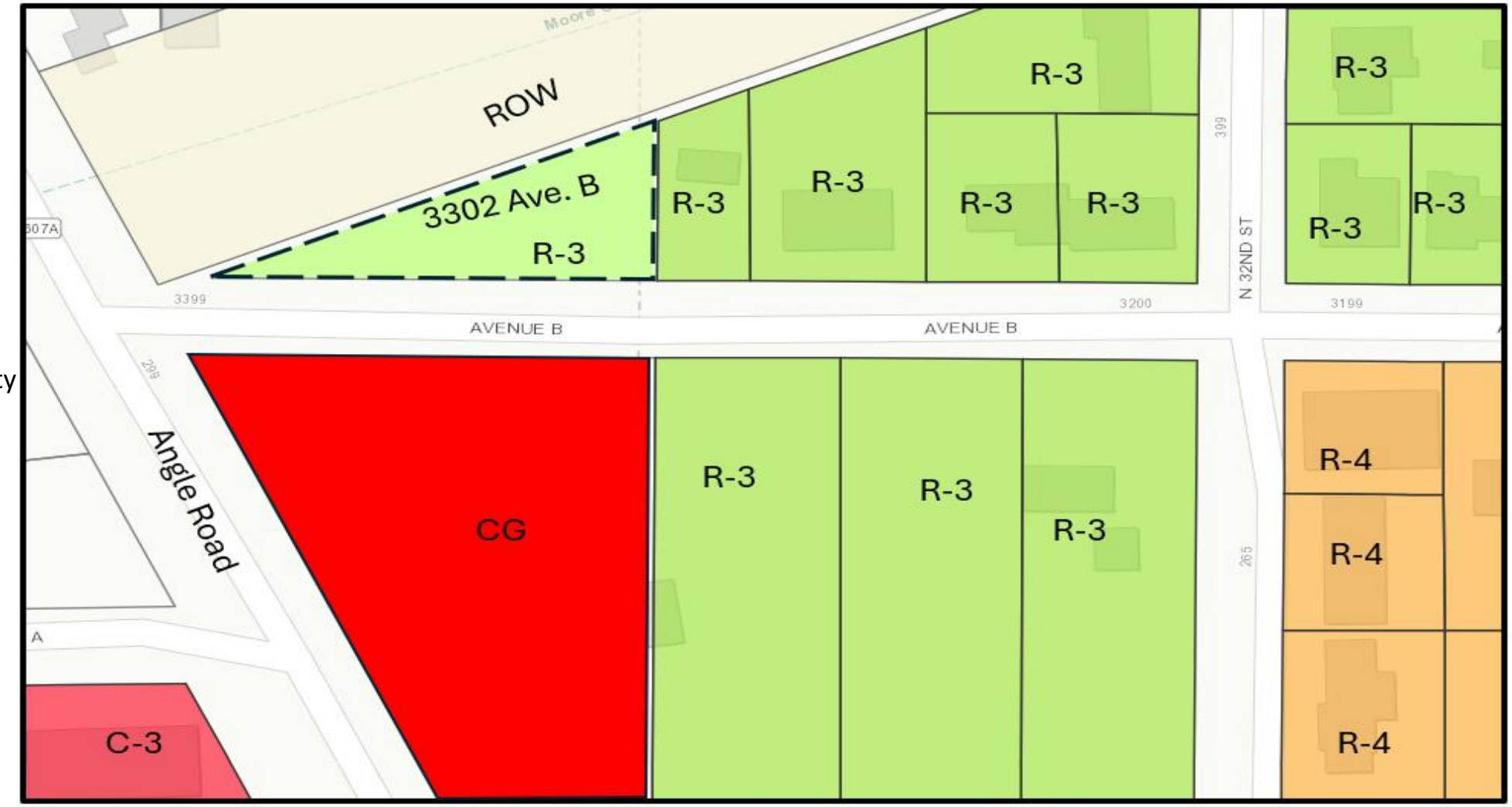
EXISTING ZONING: County

Currently Zoned: CG (Commercial, General Residential District–(St. Lucie County)



PROPOSED ZONING: City

Proposed Zoning: R-3 (Single-family Moderate Density–City of Fort Pierce)



3302 Avenue B. ANNEXATION

RECOMMENDATION

At the December 9th meeting, the Planning Board voted unanimously to approve the annexation.

Staff recommendation is for City Commission to **Approve** the submitted application for annexation.

ALTERNATIVE RECOMMENDATIONS

1. Recommend Approval with conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

CITY COMMISSION

January 21st, 2025

Annexation

3302 Avenue B

Parcel ID: 2408-506-0002-000-5

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO: Linda Cox, Acting City Manager

FROM: Kerry C. Driver, Planner

RE: **Application for Voluntary Annexation for Parcel ID: 2408-506-0002-000-5**

BOARD DATE: January 21, 2025

STAFF REPORT

Property Owner/ Applicants Fran Casner

Representative Fran Casner

Requested Action: Approval of a Voluntary Application for Annexation

Site Locations: 3302 Avenue B

Parcel ID: 2408-506-0002-000-5

Parcel Area: **0.30** acres

Current Future Land Use: Commercial (COM)

Current Zoning: Commercial General (CG)

Proposed Future Land Use: Residential Low Density (RL)

Proposed Zoning: Single-family Moderate Density (R-3)

Utilities: FPUA

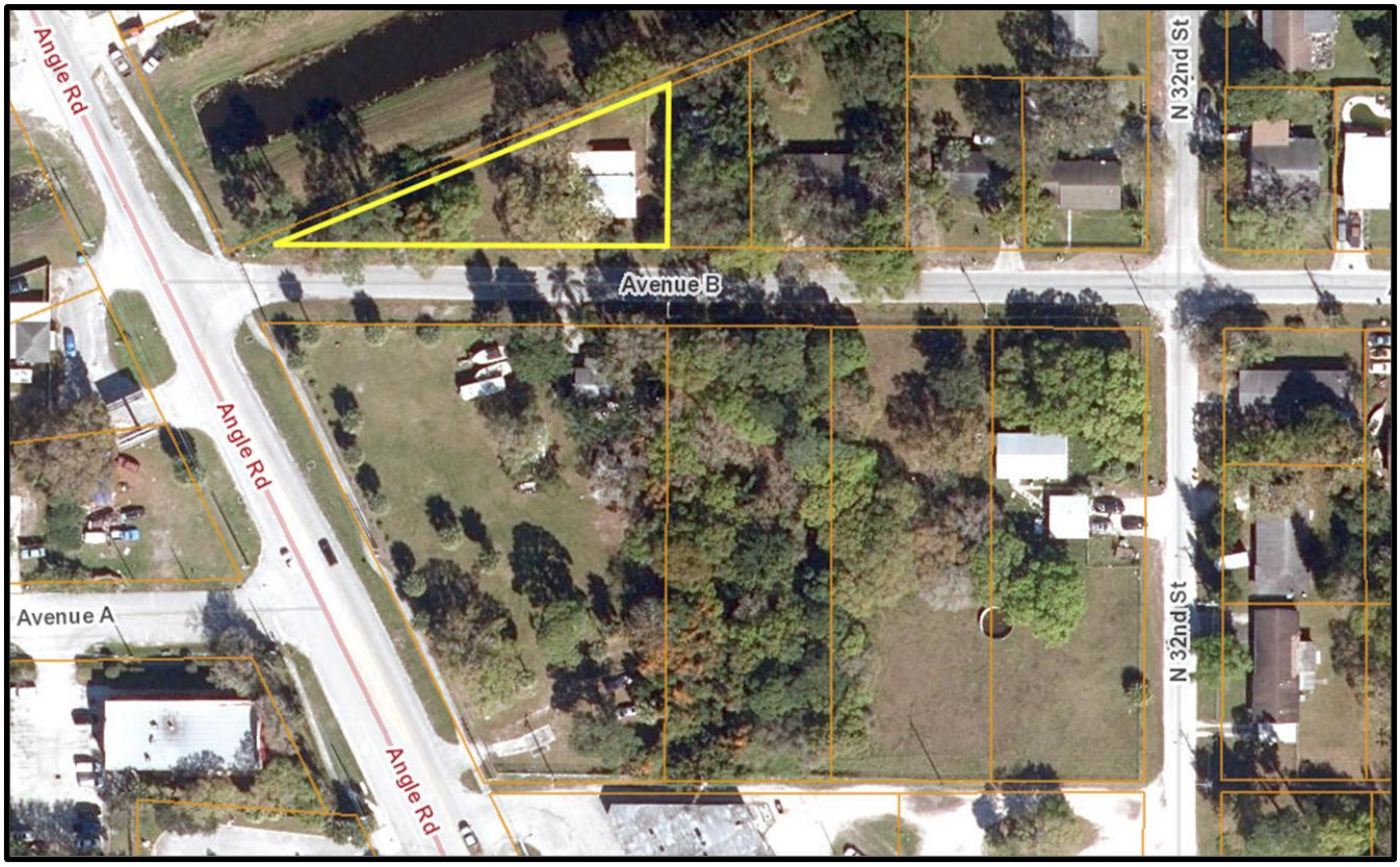
	North	East	South	West
Surrounding FLU:	City of Fort Pierce ROW	Residential Low Density (RL)	(COM) **county** (RL) **city**	Commercial (COM) **county**
Surrounding Zoning:	City of Fort Pierce ROW	Single-family Moderate Density (R-3)	(GC) **county** (R-3) **county**	Commercial General (CG)

Staff Analysis:

Request

This is a voluntary annexation on parcel ID: 2408-506-0002-000-5

INSERT LOCATION MAP



The subject property has a St. Lucie County Future Land Use Designation Commercial (COM) and a zoning classification of Commercial General (CG). To ensure consistency with Policy 1.11.5 of the City's Comprehensive Plan, the proposed City Future Land Use designation for the parcels will be changed to Residential Low (RL) and the Zoning classification of Single-family Moderate Density (R-3).

Pursuant to Comprehensive Plan policy 1.11.5 "properties annexed shall receive a land use designation compatible with the County land use designation, unless otherwise approved by the City Commission." Staff has confirmed that the property is located within unincorporated St. Lucie County and are contiguous to the Fort Pierce City municipal boundary and within the FPUA service area.

The current taxable value of the property is $58,266. Should the Application for Annexation be approved, it could create a new source of ad-valorem tax revenue annually to the City of Fort Pierce, depending on the millage rate per year, which currently is 6.9000. Currently the property has a dwelling structure.

Comprehensive Plan
Staff has reviewed the Comprehensive Plan and finds the proposed annexation is consistent with the following Objectives and Policies:

Objective 1.11 of the Comprehensive Plan: "Annex properties within the Fort Pierce Utilities Authority Boundary in an orderly manner that promotes efficiency of public service provision and economic vitality of the City."

The property is within the FPUA service boundary. Policy, 1.11.1 of the City Comprehensive Plan: "The City shall evaluate proposed annexation within the urban service boundary based upon the following criteria:

1. The ability of the City to provide public services at a level equal to or better than that available from the current service providers;
2. The ability of the City to provide public services at the City's adopted levels of service;
3. Whether the annexation would eliminate an unincorporated island or could be expanded to eliminate an unincorporated island; and
4. Whether the annexation would eliminate an irregularity or irregularities in the City's boundaries, thereby improving service delivery."

The subject property is in an area that consists of properties that are within both the St. Lucie County and the City of Fort Pierce jurisdictions. The parcel abuts properties that are within the City limits. The annexation of the property would assist in the City's effort to eliminate jurisdictional irregularities along the City's boundary and provide more efficient public services. Staff is requesting that the City of Fort Pierce Future Land Use and Zoning be modified to Residential Low Density (RL) and Single-family Moderate Density (R-3), respectively, and the City's Comprehensive Plan. Therefore, the requested Future Land Use and Zoning Classifications of RL and C-3, respectively, would be consistent with Policy 1.11.5 and the City's Comprehensive Plan. Pursuant to the Future Land Use Element of the Comprehensive Plan, annexations are reviewed for fiscal impacts, the effect upon adopted level of service standards for public facilities, and the elimination of the municipal boundary irregularities to improve service delivery.

Public Notification

In accordance with Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, the City Planning Department provided notice of the annexation by mail to the St. Lucie County Administrator's and Attorney's office on December 16, 20024, no fewer than thirty (30) days prior to the first reading of these annexations by the City Commission. Notice by newspaper was submitted for Sunday's January 5th and 19th, 2025 publication.

Technical Review Committee

All affected Departments have reviewed the submittals and have no objections regarding the proposed voluntary annexation applications based on compliance with the requirements of the City Code and Comprehensive Plan.

Planning Board

The City of Fort Pierce Planning Board, at their December 9, 2024, meeting, voted 5 to 5 to recommend Approval of the annexation.

Staff Recommendation

As proposed, the annexation meets the standards of the City's Comprehensive Plan, specifically Policy Section 1.11 regarding annexations. Therefore, the Planning Staff recommends approval of the proposed voluntary annexation, along with the associated Future Land Use designation of RL and the Zoning classification of R-3.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Frances Casner
P.O. Box 880031
Port St. Lucie, FL 34988

Project #: PZANN2024-00002: Annexation– Voluntary Application for Annexation at 3302 Avenue B–
Technical Review Committee Comments for September 19, 2024, TRC Meeting

City of Fort Pierce Planning Department
Annexation: Recommend

Fort Pierce Engineering Department
Annexation: Recommend Approval

Fort Pierce Building Department
No comments at this time.

Fort Pierce Police Department

No comments at this time.

St. Lucie County Planning Department
No comments at this time.

St. Lucie County PW/Engineering
No comments at this time.

City Clerk Office
No comments at this time.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Code Enforcement

No comments at this time.

Fort Pierce Utilities Authority

- W/WW Engineering: **Approved. No objection to the annexation request**
- Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved**.
- Gas: Approved.
- FPUA Fiber: FPUAnet **Approves**

St. Lucie County Fire District

No comments at this time.

Florida Department of Transportation

No comments at this time.

St. Lucie County School Board

No comments at this time.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Planner

From : Selena Griffett, P.E.

Thru : Tracy Telle, Engineering Manager

Re : Annexation – 3302 Avenue B
Parcel ID 2408-506-0002-000-5
PZANN2024-00002

Date : September 16, 2024

This is to advise you that we have completed the review of the following documents as received by this office on August 29, 2024

- ☐ Development Permit Compliance Review
- ☐ Site Plan – Minor Amendment
- ☐ Executed Construction Contract
- ☐ Permits
- ☐ Construction Drawings
- ☐ Test Reports & Related Documents
- ☐ Record Drawings
- ☒ Other **ANNEXATION**

Based on our reviews and appropriate site final inspection, we

- ☒ Recommend Approval
- ☐ Do Not Recommend Approval

Developer, Owner, Engineer, Contractor, and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

☐ See Attached for Comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

September 19, 2024

Case #: PZANN202400002

Planner: City of Ft. Pierce Planning Department.

Annexation

3302 Avenue B, Ft. Pierce.

Comments:

No comments at this time.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3473

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: # PZANN2024-00002

Annexation - 3302 Avenue B - Parcel ID: 2408-506-0002-000-5

Comments

W/WW Engineering: Approved. No Objection to the annexation request.

Electric Engineering: FPUA Electric & Gas Engineering has reviewed the application. **Approved.**

Gas: Approved.

FPUAnet Fiber: FPUAnet Approves

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

December 16, 2024

George Landry, County Administrator
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Landry,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of property located at 3302 Avenue B in Fort Pierce, Florida, Parcel ID: 2408-506-0002-000-5. The first reading of the prospective annexation is scheduled for the City Commission meeting on Tuesday, January 21, 2025.

Please find enclosed copies of the application and Technical Review Committee memo for this voluntary request by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730, or Kerry C. Driver, Planner at 772-467-3739 with any questions you may have.

Respectfully,

Kerry C. Driver
Planner

cc: Daniel S. Mcintyre, County Attorney
Nick Mimms, P.E., City Manager
Linda Cox, MBA, City Clerk
Sara Hedges, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

December 16, 2024

Daniel S. Mcintyre, County Attorney
Saint Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982

Dear Mr. Mcintyre,

The City of Fort Pierce, pursuant to Policy Section 4.1.1 of the Joint Planning Agreement between the City of Fort Pierce and St. Lucie County, dated June 6, 2005, is providing written notification, to the Saint Lucie County Administrator and the Saint Lucie County Attorney, of an impending annexation of property located at 3302 Avenue B in Fort Pierce, Florida, Parcel ID: 2408-506-0002-000-5. The first reading of the prospective annexation is scheduled for the City Commission meeting on Tuesday, January 21, 2025.

Please find enclosed copies of the application and Technical Review Committee memo for this voluntary request by the property owner. Feel free to contact Kevin Freeman, Planning Director, at 772-467-3730 or Kerry C. Driver, Planner at 772-467-3739 with any questions you may have.

Respectfully,

Kerry C. Driver
Planner

cc: George Landry, County Administrator
Linda Cox., Acting City Manager
Linda Cox, MBA, City Clerk
Tanya Earley, City Attorney

ENCLS:
1. Technical Review Committee Memo
2. Application
3. Boundary Survey

D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, DECEMBER 9, 2024, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Prior to roll call, Chairman Kreisl introduced the new Planning Board member, Colby Johnson. Mr. Johnson gave a brief introduction.

Present:	Gloria Baxevanis; Clayton Colby Johnson; Alexander Edwards; Justine Carter; Anton Kreisl, Chairman
Absent:	Nichelle Clemons
Staff Present:	Kev Freeman, Planning Director Vennis Gilmore, Assistant Planning Director Kerry Driver, Planner Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

Ms. Clemons was excused.

5. APPROVAL OF MINUTES

a. Minutes from the September 9, 2024, meeting

Motion was made by Justine Carter, and seconded by Gloria Baxevanis to approve the minutes from the September 9, 2024 meeting.

AYE: Alexander Edwards, Justine Carter, Gloria Baxevanis, Clayton Colby Johnson, Chairman Anton Kreisl

Passed

6. **HEARING OF THE LOCAL PLANNING AGENCY**

a. **Future Land Use Map Amendment - Pulte Homes - 2721 South Jenkins Road**

Mr. Gilmore gave an overview of the application. He stated the applicant is proposing to amend the Future Land Use Map from GC, General Commercial to RM, Medium Density Residential, to permit the development of single-family housing within proximity to goods, services and the State's intermodal transportation network. Mr. Gilmore said the applicant intends to rezone the property in the future to PD, Planned Development with an associated site plan. Mr. Gillmore highlighted that the change in the Future Land Use is a decrease of 1.49 units and commercial space is completely eliminated. Mr. Freeman explained to the Board that there had been discussions between the owners of the property to the north and the applicant negotiating the cross access agreement and buffers. Ms. Carter asked about the number of residences in the area and the traffic impact on the neighborhood. Mr. Freeman noted that the overall impact on traffic demands is handled by St. Lucie County and FDOT for all developments in the area and will be looked at during the site plan review.

Leslie Olson, Applicant Representative from District Planning Group, said across the street is a Planned Unit Development and to the south is an apartment complex. She noted the access to I-95 and the turnpike allows for many commercial goods and services. Ms. Olson said it is a good opportunity to add an increasing supply of housing which will be close to the Kings Highway job corridor. She explained there will be a significant decrease in traffic going from commercial to residential.

Ms. Carter asked how to predict the traffic impact with an apartment project being developed to the south of the parcel. Mr. Freeman said the site plan is needed to know the impact. He explained the Future Land Use maximum number is counting on the potential of what people are entitled to do. He noted the total number will be reduced on the site plan once the roadways and stormwater are added in. Mr. Freeman highlighted that commercial traffic happens all day when residential traffic has peak flows in the morning and afternoon.

Motion was made by Alexander Edwards, and seconded by Justine Carter to forward a recommendation of approval of the Future Land Use to the City Commission.

AYE: Justine Carter, Gloria Baxevanis, Clayton Colby Johnson, Alexander Edwards, Chairman Anton Kreisl

Passed

b. **Future Land Use Map Amendment - Becker Preserve - 3398 Selvitz Road**

Mr. Gilmore gave an overview of the application. He stated the applicant is proposing to amend the Future Land Use Map from RL, Low Density Residential to CO, Conservation and Open Space in compliance with the Florida Communities Trust (FCT) grant award agreement that states the subject property shall be amended to conservation, outdoor recreation, open space or similar category. Mr. Gilmore said the applicant has a concurrent application to rezone the properties from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone. He noted the requested rezoning and future land use amendments to conservation open space are to reflect the properties' current use as a

nature preserve. Mr. Gilmore explained the Future Land Use comparison shows a decrease of 80 residential units.

Aimee Griffin, St. Lucie County Environmental Resources Director, stated the 13.44 acre parcel was purchased in 2011 by St. Lucie County's Environmentally Significant Land Fund. She said the land abuts 10-mile creek. Ms. Griffin explained that one of the counties' primary targets was to preserve 10-mile creek along the north fork for water quality purposes, stormwater attenuation, and to reduce growth up to the edge of the river. A Florida Communities Trust grant from the states was written for 50% of the purchase price and one of the obligations for the grant is to rezone. The secondary purpose of the land is public passive recreation. She said there is another grant through the state that is allowing the county to build a bridge over the oxbo to reconnect pedestrians. The ultimate goal is to have greenways and trails connected all the way along 10-mile creek and the north fork.

Motion was made by Justine Carter, and seconded by Gloria Baxevanis to forward a recommendation of approval of the proposed Future Land Use to the City Commission.

AYE: Gloria Baxevanis, Clayton Colby Johnson, Alexander Edwards, Justine Carter, Chairman Anton Kreisl

Passed

7. NEW BUSINESS

a. Annexation - 3302 Avenue B

Ms. Driver gave an overview of the application and answered questions from the Board on the current use of the property and owners of adjoining property. She said the request is to annex an approximate .30 acres of land at 3302 Avenue B, which has a St. Lucie County Future Land Use designation of Commercial (COM) and a St. Lucie County Zoning classification of Commercial, General (CG). The proposed City Future Land Use designation is Residential Low Density (RL) and Zoning classification of Single-family Moderate Density (R -3). Ms. Driver noted the current value of the property is $58,266.

No one spoke for or against the annexation.

Motion was made by Justine Carter, and seconded by Alexander Edwards to forward a recommendation of approval of the proposed annexation to the City Commission.

AYE: Clayton Colby Johnson, Alexander Edwards, Justine Carter, Gloria Baxevanis, Chairman Anton Kreisl

Passed

b. Annexation - Tall Pines
Parcel IDs: 1433-210-0003-000-9 and 1433-310-0002-000-9

Mr. Gilmore stated the request is for an annexation of two (2) parcels of land, approximately 41.63 acres, with a City Future Land Use Designation of RL, Residential Low-Density, and a City Zoning of R-1, Single Family Low-Density Zone. He said the subject properties have a St. Lucie County Future Land Use Designation of RM, Residential Medium, and a St. Lucie County Zoning designation of RMH-5, Residential, Mobile Home. Mr. Gilmore noted the current taxable value of the property is $10,607,900 and the land has an existing 55-plus Mobile Home Community. Mr. Gilmore stated the Future Land Use comparison is a

decrease of 104 residential units.

Rod Jarvis, Applicant, representing Inspire Communities, owner of Tall Pines, stated Inspire Communities purchased Tall Pines in 2021 and began improving it. He said they wanted to make improvements to increase revenue. Mr. Jarvis stated they had talks with St. Lucie County, and the county said he needed to go to the city for what was being proposed. He noted he had several meetings with city staff and the commissioners and the commissioners were very interested in the annexation. Mr. Jarvis stated there are 254 spaces on site.

Peter Macomber, Vice-President of Tall PInes HOA, said there is a discrepancy in the survey and the buffer requirement.

Mr. Freeman said the buffer is a site plan issue and a signed and sealed survey is needed. The boundary line discrepancy is between the property owners and the neighboring property.

Many Tall Pine residents spoke against the annexation. A resident provided a handout to the Board showing a list of Ordinances being ignored per the plan submitted by Inspire Communities for Tall Pines. The residents complained about storage space being taken away, losing greenspace to increased units, higher taxes and garbage collection, change to quality of life, narrow access road, increased density, losing peacefulness, and no benefit of annexation to the City of Fort Pierce.

Nancy Wall, a Tall Pines resident, said an unofficial survey of all the residents was done, and they received 86 "no" responses to the changes being requested.

Mr. Gilmore explained he received an updated survey with the duplex being eliminated.

Mr. Jarvis said the benefit to the city is additional revenue and helping the city to fill in the checkerboard of city properties to become more efficient in administering city services.

Chairman Kreisl noted the great deal of disagreement between the owner and developers, and he stated he feels conflicted with the city inheriting the argument.

Mr. Freeman encouraged the applicant to have a public meeting with the Tall Pines community. Mr. Freeman said a voluntary annexation is based on state statute which looks if the property is contiguous, does it create an enclave, is the Future Land Use comparable to what is requested and does the annexation create a non-conformity. He noted it is hard for staff to suggest denial as most of the things heard from the residents are regarding the site plan.

Board discussion ensued. Ms. Carter had concerns about the density and utilities. Ms. Baxenvanis highlighted that at the City of Fort Pierce, October 19, 2024, Technical Review Committee meeting, the Fort Pierce Police department commented that the annexation would require an additional two officers.

Chaiman Kreisl re-opened the public hearing.

Mr. Jarvs asked to continue the annexation for two (2) months.

Motion was made by Justine Carter, and seconded by Gloria Baxevanis to defer the annexation to the February 10, 2025, Planning Board Meeting.

AYE: Alexander Edwards, Justine Carter, Gloria Baxevanis, Clayton Colby Johnson, Chairman Anton Kreisl

Passed

c. **Rezoning - Master Plan Development - Tall Pines**
Parcel ID's: 1433-210-0003-000-9 and 1433-310-0002-000-9

This item was deferred to the February 10, 2025, Planning Board meeting.

Motion was made by Alexander Edwards, and seconded by Justine Carter to defer the rezoning of the Master Planned Development to the February 10, 2025, Planning Board Meeting.

AYE: Justine Carter, Gloria Baxevanis, Clayton Colby Johnson, Alexander Edwards, Chairman Anton Kreisl

Passed

d. **Rezoning - Becker Preserve - 3398 Selvitz Road**

The applicant is proposing to amend the Zoning Atlas Map from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone, in compliance with the Florida Communities Trust (FCT) grant award agreement. The requested rezoning and future land use amendments to conservation open space are to reflect the properties' current use as a nature preserve. Per the Florida Communities Trust grant award agreement, the subject property shall be amended to conservation, outdoor recreation, open space or similar category.

Aimee Griffin, St. Lucie County Environmental Resources Director, stated the project is a key piece of property for the Greenways and Trails hub. She said there is currently a home on the property that they want to turn into a nature center. She also said there are six (6) sites for camping. Ms. Griffin stated the county has a partnership with the boy scouts, where they get to camp for free in return for work on the trails and making benches. She said eventually the preserve will be open to the public. She noted the county leaders want to see an event attraction with parking and a pavilion for weddings, graduations, and baby showers. Ms. Griffin explained they would be coming back to the city for approval. She said when the bridge is built the public will be able to walk to the nature center, and in the long term the preserve will connect to the other pieces of the Greenways and Trails.

e. **Rezoning - Master Plan Development - Prado Place**
1038 S. 37th Street - Parcel ID: 2417-213-0001-000-7

Mr. Freeman gave an overview of the application. He said the request is for a Zoning Atlas Map Amendment of one (1) parcel of land, approximately 5.28 acres, to change the zoning classification from Residential Single Family (E-3) to a Master Planned Development (PD). Mr. Freeman stated the request to change the zoning to a Master PD is to accommodate a residential development comprising 60 Residential units at a density of 11.4 units per acre, which includes a 5du/acre density bonus as allowed by the City's Comprehensive Plan. He said the Low Density Future Land Use will not change. Mr. Freeman showed the site plan, and the renderings of the two and four home configurations. He said the Future Land Use will not change, and the density is not increasing. He noted the applicant is using the comprehensive plan policy to get an increase of 5 units per acre for being within a 1/4 mile of a traffic stop. Mr. Freeman said the intent of the Plan Development (PD) is for better landscaping, stormwater and better designs of the homes in the initial PD agreement. He noted the Final PD agreement would be signed by the owner and the city. Mr. Freeman said

the new architectural design standards have been met. He also noted nothing can happen on the property until the approval of the Final PD, which will need to demonstrate no drainage issues with the neighboring properties. Mr. Freeman answered questions from the Board on a rezoning change if the development is not built.

Franco Prado, owner, said the bus stop is at Deberry Road and 33rd Street. He said he is excited about the PD, and he is looking to preserve the character of the city.

Ms. Carter inquired about the location of the playground due to flooding and plans for median income housing. Mr. Prado stated he does not want to out price the residents, and he is looking at a median price or lower.

Motion was made by Justine Carter, and seconded by Alexander Edwards to forward a recommendation of approval of the Master PD to the City Commission subject to the following fourteen (14) conditions:
1. A Final PD shall be required prior to any development activities associated with the Master Site Plan by Art of Engineering, project number 2023-057, dated 2024.09.26.
2. The minimum Open Space shall be 35% of the Final PD site area.
3. The minimum Pervious Area shall be 50% of the Final PD site area.
4. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning.
5. The Final PD site plan submittal shall include a wetland jurisdictional survey.
6. Prior to submittal of Final PD site plan, a Gopher Tortoise Survey shall be carried out on site.
7. A detailed stormwater and drainage plan and statement shall be submitted at the time of Final PD site plan application.
8.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.
9. The Final PD site plan shall include a general description of the buildings and streetscapes including standards for height, building coverage, parking areas, and public improvements proposed for the development.
10. The Final PD site plan shall include quantitative data for the parcel sizes; proposed lot coverage of buildings and structures; total amount of open space.
11. 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.
12. The Final PD site plan shall contain the following information, at minimum:
a. A Landscape and irrigation plan per section 125-314. c. of the City Ordinance.
b. Proposed lot lines and other divisions of land for management, use or allocation purposes.
c. The location, size and height of present and proposed buildings and structures.
d. The existing and proposed vehicular circulation system, including off-street parking, and loading areas.
e. The pedestrian circulation system, including its interrelationships with the vehicular circulation system, within the development to adjacent streets, showing all curb cuts and sidewalks.
f. The existing and proposed utility systems, including sanitary sewers, storm sewers and water, electric and gas lines.
13. Any required sidewalk or roadway improvements to S 37th ST shall be identified through the Final PD site plan process.
14. The property shall be platted prior to any vertical construction activities.

AYE: Clayton Colby Johnson, Alexander Edwards, Justine Carter, Gloria Baxevanis, Chairman Anton Kreisl

Passed

8. **COMMENTS FROM THE PUBLIC**

There were no comments from the public.

9. **DIRECTOR'S REPORT**

Mr. Freeman said the port district and overlay district will be coming forward to the January Planning Board meeting. He said the port has been in the works since 2020 and was requested by the City Commission.

Mr. Freeman said the city secured a new Senior Planner, Svetlana Sena.

Mr. Freeman stated he received advisory comments from consultants and city departments regarding confusion to the definitions in the PD process. He said he would be clarifying the definitions of the Master PD.

Mr. Freeman said, underlying the department's strategic movement, he is working on the new landscape code, including tree species, sizes, variety of plants, clustering, understory planting, different shrubs, and tree heights.

Mr. Freeman said combining architectural guidelines, innovative development and landscaping is intended to create a different image that is consistent with the history of Fort Pierce. Being able to encourage the thought of the design of buildings becomes important in how the project impacts people and will provide more visual improvement to the city. At the same time, maintain affordability and economic value of property and provide housing for employers.

Mr. Freeman said a new strategic plan will be coming out in January and a presentation will be given to the Planning Board in January 2025 of all the Planning code changes that have taken place in the past year.

Mr. Freeman said there will be a presentation to the City Commission from the consultant regarding the proposed Law Enforcement Impact fee. The consequence is the cost of building a home will be going up.

Mr. Freeman thanked the Planning board for all they do, and he said it is quite exciting sitting in front of a board that talks, discusses and asks the right questions.

10. BOARD COMMENTS

Ms. Carter asked for a bigger viewpoint on what is going on in the city to help make better decisions.

Chairman Kreisl asked for a map showing a satellite view of what is going on in an area to help Board members that might not be aware.

11. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

APPLICATION FOR ANNEXATION

Annexation applications will require the adoption of an ordinance which will require a public meeting before the Planning Board and two public hearings before the City Commission.

Application packets shall include **Warranty Deed** and **Current Survey** (completed within the last 12 months)

- E-mail the complete application packet to planning@cityoffortpierce.com for sufficiency review.
- After sufficiency review one (1) original and two (2) copies of the application and support documents are needed. E-mail planning@cityoffortpierce.com or call 772-467-3737 to schedule an appointment.

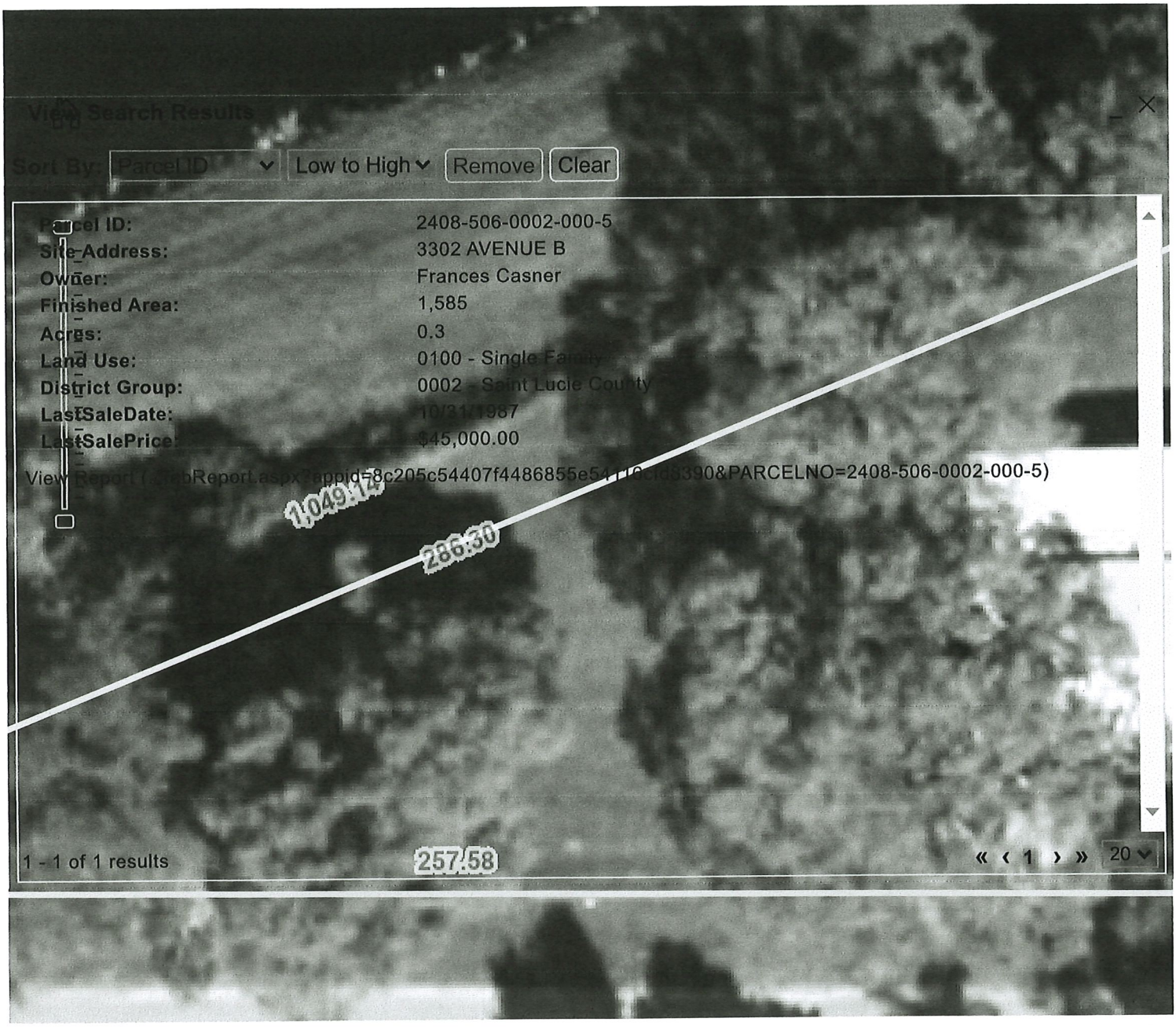
1. Address: 3302 AVENUE B Ft PIERCE
2. Legal description of real property for which annexation is being requested:
Revised Plat of Home Acres-Unit 2 That part of Lot A L46 Outside City Limits (0.30) AC OSJ 66-378

   Property Tax ID: 2408-506-0002-000/5
3. Size of described property: (0.30 AC) 13,068 SF
4. Project description: _____
5. Current St. Lucie County Future Land Use Designation: _____
6. Current St. Lucie County Zoning: Comm Genra
7. Is this a Historic property? NO
8. Appraised value: $58,266.00
9. Name of Owner(s): Frances CASNER

   Signature of Owner(s): Frances B Casner
   Mailing Address: PO Box 880031
   City Pt St Lucie State FL Zip 34988
   Phone 772 240 1373
   E-mail: frankie31668@gmail.com
10. Name of Representative: Same as owner

    Signature of representative: _____
    Mailing Address: _____
    City) _____ State _____ Zip _____
    Phone _____
    E-mail: _____

(https://paslc.gov/) **Saint Lucie County Property Appraiser**
Michelle Franklin CFA



Export as: TXT Download

20ft

2024-07-31

Click here for Legal Dis

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 3302 AVENUE B
Sec/Town/Range: 08/35S/40E
Parcel ID: 2408-506-0002-000-5
Jurisdiction: Saint Lucie County

Use Type: 0100
Account #: 20336
Map ID: 24/08N
Zoning: Comm Genra

Ownership

Frances Casner

PO Box 880031
Port St Lucie, FL 34988

Legal Description

REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART OF LOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Current Values

Just/Market Value:	$157,500
Assessed Value:	$58,266
Exemptions:	$38,266
Taxable Value:	$20,000

Property taxes are subject to change upon change of ownership.

- **Past taxes are not a reliable projection of future taxes.**
- **The sale of a property will prompt the removal of all exemptions, assessment caps, and special classifications.**

Taxes for this parcel: *SLC Tax Collector's Office*
Download TRIM for this parcel: Download PDF

Total Areas

Finished/Under Air (SF):	1,585
Gross Sketched Area (SF):	1,712
Land Size (acres):	0.3
Land Size (SF):	13,068

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Nov 1, 1987	0566 / 0378	XX00	CV		$45,000

Building Information (1 of 1)

Finished Area: 1,585 SF

Gross Sketched Area: 1,712 SF

Exterior Data

View:
Building Type: SFF
Grade: SFF-High
Story Height: 1 Story

Roof Cover: Metal
Year Built: 1958
Effective Year: 1958
No. Units: 1

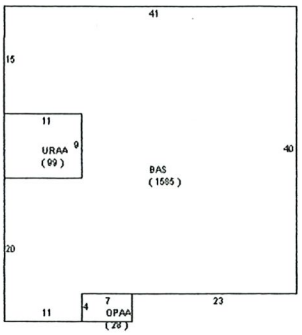
Roof Structure: Gable
Frame:
Primary Wall: Conc Block
Secondary Wall:

Interior Data

Bedrooms: 2
Full Baths: 1
Half Baths: 0
A/C %: 100%

Electric: AVERAGE
Heat Type: FrcdHotAir
Heat Fuel: ELEC
Heated %: 100%

Primary Int Wall:
Avg Hgt/Floor: 0
Primary Floors: Carpet
Sprinkled %: N/A%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	1585	1585	192
OPAA	Open Porch Attached Average	28	0	22
URAA	Utility Room Attached Average	99	0	40

Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 4'	1	430	1999

Current Year Values

Current Values Breakdown

Building:	$71,900
Land:	$85,600
Just/Market:	$157,500
Ag Credit:	$0
Save Our Homes or 10% Cap:	$99,234
Assessed:	$58,266
Exemption(s):	$38,266
Taxable:	$20,000

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2023	1999	0500	Homestead Exemption	$25,000
Tax Year	Grant Year	Code	Description	Amount
2023	2008	0550	Homestead Exemption over $ 50,000	$8,266
Tax Year	Grant Year	Code	Description	Amount
2023	2016	4000	Widow's Exemption	$5,000

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	0.3	North St. Lucie Water Management District	$25.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$157,500	$58,266	$38,266	$20,000
2022	$138,700	$56,569	$32,069	$24,500
2021	$62,300	$54,922	$30,422	$24,500

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Saint Lucie County

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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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 3302 AVENUE B	Parcel ID: 2408-506-0002-000-5	Account #: 20336	Sec/Town/Range: 08/35S/40E
Use Type: 0100	Jurisdiction: Saint Lucie County	Map ID: 24/08N	Zoning: Comm Genra

Ownership

Frances Casner
PO Box 880031
Port St Lucie, FL 34988

Legal Description

REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART OF LOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Current Values

Just/Market:	$157,500	Assessed:	$58,266
Exemptions:	$38,266	Taxable:	$20,000

Historical Values 3-year

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$157,500	$58,266	$38,266	$20,000
2022	$138,700	$56,569	$32,069	$24,500
2021	$62,300	$54,922	$30,422	$24,500

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
11-01-1987	0566 / 0378	XX00	CV		$45,000

Primary Building Information

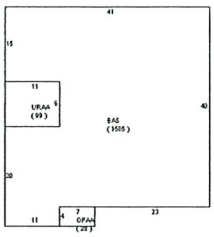
Finished Area of this building: 1,585 SF
Gross Sketched Area: 1,712 SF

Exterior Data

View:	Roof Cover: Metal	Roof Structure: Gable	Building Type: SFF
Year Built: 1958	Frame:	Grade: SFF-High	Effective Year: 1958
Primary Wall: Conc Block	Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 2	A/C %: 100%	Electric: AVERAGE	Primary Int Wall:
Full Baths: 1	Heated %: 100%	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Sprinkled %: N/A%	Heat Fuel: ELEC	Primary Floors: Carpet



Total Areas

Finished/Under Air (SF):	1,585
Gross Sketched Area (SF):	1,712
Land Size (acres):	0.3
Land Size (SF):	13,068
Total Building Count:	1

Special Features and Yard Items

Type	Qty	Units	Year Blt
CHAINLINK 4'	1	430	1999

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
© Copyright 2024 Saint Lucie County Property Appraiser. All rights reserved.

MICHELLE R. MILLER

Clerk of Circuit Court & Comptroller
St. Lucie County

201 South Indian River Drive Fort Pierce, FL 34950
(772) 462-6900

Mailing Address:
P.O. Drawer 700, Fort Pierce, FL 34954

Pay by Phone: 1-866-253-7528
Pay Online: www.stlucieclerk.gov/payments

Sign up for Court Date Reminders at:
www.stlucieclerk.gov/textme

Receipt of Transaction

Date: 06/12/2024 11:32 am

Receipt # 2024000048758
Transaction # 3757172
Created by: brownc
Cashiered by: brownc

Received From: CASNER

On Behalf Of:

Fee Description	Fee	Prior Paid	Due	Paid	Balance
Small Photographic Copies	2.00	0.00	2.00	2.00	0.00
Total	**2.00**	**0.00**	**2.00**	**2.00**	**0.00**
Grand Total	**2.00**	**0.00**	**2.00**	**2.00**	**0.00**

PAYMENTS

Payment Type	Reference		Amount	Refund	Overage	Change	Net Amount
CASH	12345	OK	2.00	0.00	0.00	0.00	2.00
			2.00	**0.00**	**0.00**	**0.00**	**2.00**

Rec Fee $ 10.50 DOUGLAS DIXON
Add Fee $ _____ St. Lucie County
Doc Tax $ .55 Clerk of Circuit Court
Int Tax $ _____ By _____
Total $ 11.05 Deputy Clerk

1112034

DEED OF PERSONAL REPRESENTATIVE

THIS INDENTURE, made this 8th day of May, 1991, between PATRICIA L. CASNER, as personal representative of the Estate of Alexander T. Lawson, deceased, Grantor, and THOMAS H. CASNER, Grantee, whose post office address is: 3302 Avenue B, Fort Pierce, FL 34947;

WITNESSETH:

The Grantor, in consideration of the premises and the sum of $10.00, and other good and valuable considerations, in hand paid, grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, and to his heirs and assigns forever, that certain real property situate in St. Lucie County, Florida, more particularly described as follows:

The West 53.02 feet of the following described real property:

Begin at the Southeast corner of Lot A of the Revised Plat of HOME ACRES SUBDIVISION, as recorded in Plat Book 7, page 42, St. Lucie County, Florida, and run North along the East line of said Lot A 162.93 feet to the Northeast Corner of said Lot A, thence run Southwesterly along the northerly line of said Lot A, a distance of 164.6 feet, thence South 102.26 feet to the South line of said Lot A, thence run East 153.02 feet to the point of beginning.

Said land also being described as Lot A of Revised Plat of Home Acres Subdivision Unit 2, a recorded in Plat Book 7, at page 42, of the public records of St. Lucie County, Florida.

TOGETHER with all and singular the tenements, hereditaments and appurtenances belonging or in anywise appertaining to that real property.

AND the Grantor does convenant to and with the Grantee, his heirs and assigns, that in all things preliminary to and in and about this conveyance the laws of the State of Florida have been followed and complied with in all respects.

IN WITNESS WHEREOF, the Grantor has executed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Mary Vander Lugt

Patricia L. Casner (SEAL)
Patricia L. Casner
As Personal Representative of
Estate of Alexander T. Lawson,
deceased

STATE OF FLORIDA)
:
ST. LUCIE COUNTY)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared PATRICIA L. CASNER, as personal representative of the Estate of PERSONAL

LAW OFFICES
NEILL GRIFFIN JEFFRIES & LLOYD
CHARTERED
311 SOUTH SECOND STREET
POST OFFICE BOX 1270
FORT PIERCE, FL 33454

860947

This Warranty Deed *Made the* 23rd *day of* November *A. D. 19* 87 *by*
PATRICIA CASNER, unremarried surviving spouse of John F. Casner, deceased
hereinafter called the grantor, to
THOMAS H. CASNER and FRANCES B. CASNER, his wife
whose postoffice address is 3302 Avenue B, Ft. Pierce, FL 34947
hereinafter called the grantee:
(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

247.50

Witnesseth: *That the grantor, for and in consideration of the sum of* $10.00 *and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in* St. Lucie *County, Florida, viz:*

Lot A, of REVISED PLAT OF HOMEACRES, UNIT No. 2, according to the Plat thereof as recorded in Plat Book 7, Page 42, of the Public Records of St. Lucie County, Florida.

Less and except the following:

Begin at the Southeast corner of Lot A of the Revised Plat of HOME ACRES SUBDIVISION, as recorded in Plat Book 7, page 42, St. Lucie County, Florida, and run North along the East line of said Lot A, 162.93 feet to the Northeast corner of said Lot A, thence run Southwesterly along the northerly line of said Lot A, a distance of 164.6 feet, thence South 102.26 feet to the South line of said Lot A, thence run East 153.02 feet to the point of beginning.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE 247.50 P.B. 10525
394274
SAINT LUCIE COUNTY

Together, *with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.*

To Have and to Hold, *the same in fee simple forever.*

And *the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to December 31,* 19 87

In Witness Whereof, *the said grantor has executed this Deed the day and year first above written.*

Signed, sealed and delivered in our presence:

Karen A. Ryan
Lorene P. Spencer

Patricia Casner (Seal)
PATRICIA CASNER
(Seal)
(Seal)
860947 (Seal)

'87 NOV 30 P4:00
FILED AND RECORDED
DOUGLAS ... RK

This instrument prepared by
ROBERT M. LLOYD, 311 South 2nd Street
Fort Pierce, Florida

State of Florida,
County of ST. LUCIE

I Hereby Certify *that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared*
PATRICIA CASNER, unremarried surviving spouse of John F. Casner, deceased
to me known to be the person described in and who executed the foregoing instrument and she *acknowledged before me that* she *executed the same.*

Witness *my hand and official seal in the County and State last aforesaid this* 23 *day of* November *A. D.* 19 87

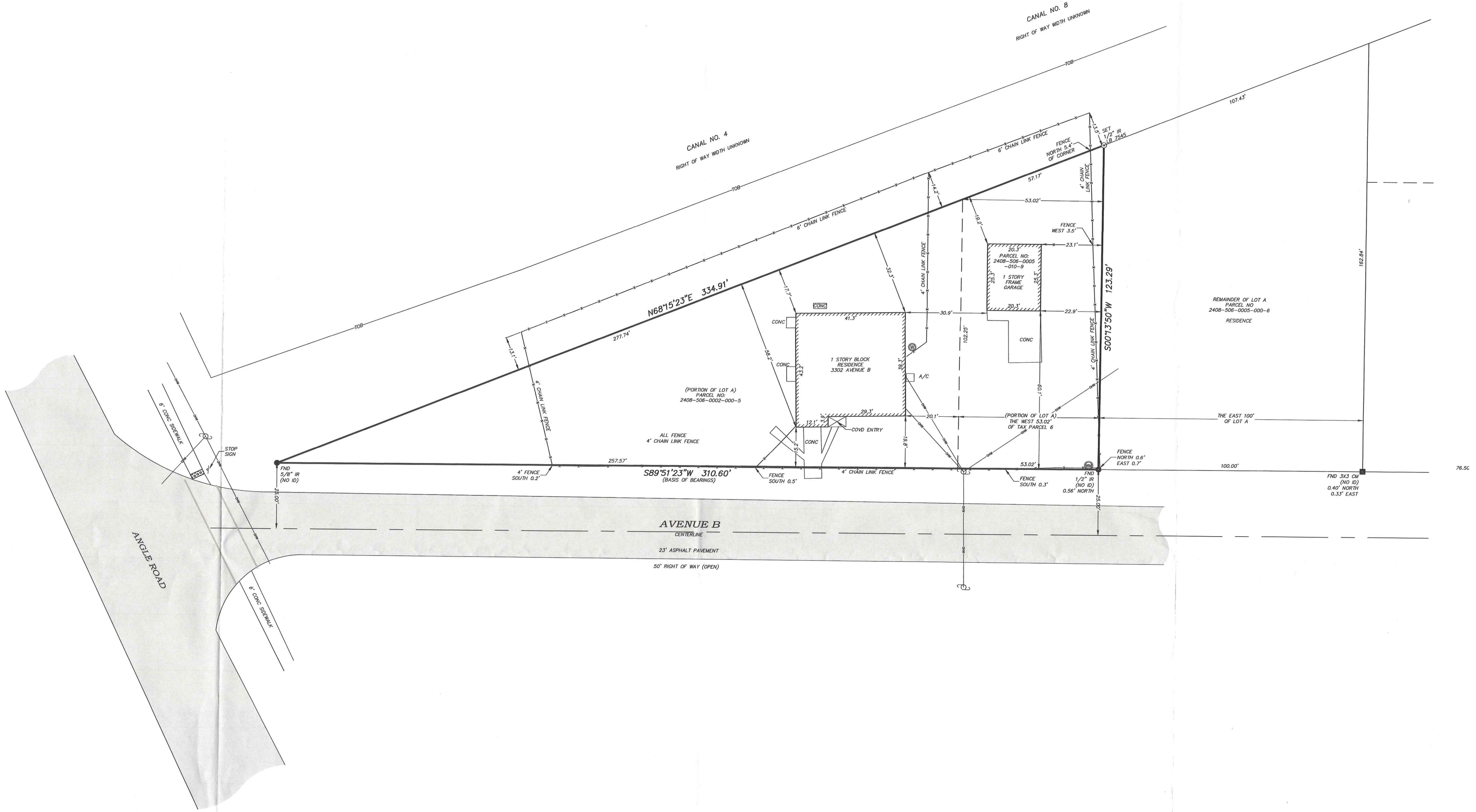
NOTARY PUBLIC STATE OF

Lorene P. Spencer
Notary Public in and for State and County aforesaid.
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAR. 7,1988
BONDED THRU GENERAL INS. UND.

My Commission Expires:

O R BOOK 566 PAGE 378

RECORD VERIFIED
DOROTHY H. WILKEN, CLERK
ST. LUCIE COUNTY, FLA.



LEGAL DESCRIPTION:

(BY SURVEYOR)

LOT A, REVISED PLAT OF HOME ACRES (UNIT No. 2), LESS THE EAST 100' THEREOF, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 7, PAGE 42 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

SURVEYOR'S NOTES

1. THIS SURVEY DOES NOT DETERMINE OR INDICATE LAND OWNERSHIP.
2. THE SURVEYOR DID NOT RESEARCH OR ABSTRACT THE LAND RECORDS FOR RIGHTS-OF-WAY, EASEMENTS, RESERVATIONS, DEED RESTRICTIONS, ZONING REGULATIONS, SETBACKS, LAND USE PLAN DESIGNATIONS, LIENS, MURPHY ACT RIGHTS-OF-WAY, AREAS OF LOCAL CONCERN, OR OTHER SIMILAR JURISDICTIONAL DETERMINATIONS. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF INFORMATION PROVIDED BY THE CLIENT OR INFORMATION OTHERWISE KNOWN TO THE SURVEYOR AND MAY NOT BE COMPLETE.
3. UNDERGROUND UTILITIES, BUILDING FOUNDATIONS, AND OTHER UNDERGROUND FIXED IMPROVEMENTS WERE NOT LOCATED, UNLESS OTHERWISE INDICATED. TO THE EXTENT THAT THIS TYPE OF INFORMATION IS SHOWN, IT IS SHOWN SOLELY ON THE BASIS OF SURFACE INDICATIONS OBSERVED BY THE SURVEYOR AND MAY NOT BE COMPLETE.
4. JURISDICTIONAL WETLANDS AND ENDANGERED OR THREATENED SPECIES HABITAT, IF ANY, THAT MAY EXIST ON OR AROUND THE SURVEY SITE WERE NOT DETERMINED OR LOCATED.
5. THE SURVEY DATE IS THE FIELD DATE SHOWN IN THE TITLE BLOCK, NOT THE SIGNATURE DATE.
6. BEARINGS SHOWN HEREON REFER TO STATE PLANE COORDINATES FLORIDA EAST ZONE, NAD83, 2011 ADJUSTMENT AND WERE DERIVED BY ASSIGNING A GRID BEARING OF S89°51'23"W TO THE NORTH RIGHT OF WAY LINE OF AVENUE B
7. LOT DIMENSIONS ARE AS PLATTED UNLESS OTHERWISE NOTED.
8. FLOOD ZONE "A" , FLOOD INSURANCE RATE MAP NUMBER 12111C0178J, DATED FEBRUARY 16, 2012.

LEGEND

BFP = BACKFLOW PREVENTER	OHW = OVERHEAD WIRES
BOC = BACK OF CURB	O.R.B. = OFFICIAL RECORD BOOK
BWF = BARBED WIRE FENCE	(P) = PLAT
CLF = CHAIN LINK FENCE	P.B. = PLAT BOOK
CM = CONCRETE MONUMENT	PG. = PAGE
CMP = CORRUGATED METAL PIPE	PSM = PROFESSIONAL SURVEYOR AND MAPPER
CONC. = CONCRETE	PVC = POLY VINYL CHLORIDE
COVD. = COVERED	RCP = REINFORCED CONCRETE PIPE
(D) = DESCRIPTION	(S) = SURVEYED
ECMP = ELLIPTICAL CORRUGATED METAL PIPE	TOB = TOP OF BANK
EDR = EDGE OF DIRT DRIVE	TOS = TOE OF SLOPE
EL. = ELEVATION	TRANS = TRANSFORMER
EM = ELECTRIC METER	UG = UNDERGROUND
FFE = FINISHED FLOOR ELEVATION	WDF = WOODEN FENCE
FM = FORCE MAIN	WL = WATER LINE
FND. = FOUND	WM = WATER METER
GV = GATE VALVE	= FIRE HYDRANT
HW = HEADWALL	= GUY ANCHOR
ID = IDENTIFICATION	= UTILITY POLE
IP = IRON PIPE	= WATER GATE VALVE
IR = IRON ROD	= WELL
IRC = IRON ROD WITH CAP	
LB = LICENSED BUSINESS	
LS = LICENSED SURVEYOR	

MAP OF BOUNDARY SURVEY

GRAPHIC SCALE
0' 10' 20'
1" = 20'

INDIAN RIVER SURVEY, INC.

PROFESSIONAL SURVEYING AND MAPPING

CERTIFICATE OF AUTHORIZATION No. LB 7545
1835 20TH STREET, VERO BEACH, FLORIDA 32960
PHONE (772) 569-7880 FAX (772) 778-3617

REVISIONS	DATE
.	.

CERTIFIED TO:
FRANCES CASNER

FIELD BOOK	DRAWN
98	RJS
PAGE(S)	SCALE
1	1"=20'
FIELD DATE	JOB #

SHEET 1 1

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND THE SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

7/26/24

G:\DRAWINGS\SURVEYS\PROJECTS\105-PS-24\105-24-288- 3302 Avenue B (Fort Pierce)\DWG\105-24-288.dwg Jul. 26, 2024 - 4:33pm - by JH 24x36 (Landscape)

2023 NOTICE OF PROPOSED PROPERTY TAXES AND
PROPOSED OR ADOPTED NON-AD VALOREM ASSESSMENTS
SAINT LUCIE COUNTY TAXING AUTHORITIES

DO NOT PAY
THIS IS NOT A BILL

Parcel ID 2408-506-0002-000-5

The taxing authorities which levy property taxes against your property will soon hold PUBLIC HEARINGS to adopt budgets and tax rates for the next year. The purpose of the PUBLIC HEARINGS is to receive opinions from the general public and to answer questions on the proposed tax change and budget PRIOR TO TAKING FINAL ACTION. Each taxing authority may AMEND OR ALTER its proposals at the hearing.

Account Number: 20336
Tax Code: 0002 Saint Lucie County
Location: 3302 Avenue B
Legal Desc: REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART OF LOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Frances Casner
PO Box 880031
Port St Lucie, FL 34988-0031

TAXING AUTHORITY	Column 1* Your Last Year's Tax Rate & Property Taxes		Column 2* Your Tax Rate & Taxes This Year If No Budget Change is Made		Column 3* Your Tax Rate & Taxes This Year If Budget Change is Made		A Public Hearing on the Proposed Taxes and Budget will be held:
	Tax Rate	Tax Amount	Tax Rate	Tax Amount	Tax Rate	Tax Amount	
GENERAL COUNTY							
SLC General Fund	4.2077	103.09	3.7567	75.13	4.2840	85.68	September 7, 2023 6:00 PM
Jail,Law Enf	2.7294	66.87	2.4261	48.52	2.7294	54.59	2300 Virginia Ave 3rd Floor, Fort Pierce
Erosion Dist E	0.1763	4.32	0.1559	3.12	0.1000	2.00	(772) 462-1670
Mosquito Control	0.1352	3.31	0.1189	2.38	0.1352	2.70	
SLC Stormwater	0.4731	11.59	0.4320	8.64	0.4731	9.46	
Community Dev MSTU	0.4300	10.54	0.3926	7.85	0.4300	8.60	
Law Enforc MSTU	0.9103	22.30	0.8312	16.62	0.9103	18.21	
County Parks	0.1813	4.44	0.1603	3.21	0.0000	0.00	
County Transit	0.1269	3.11	0.1122	2.24	0.2500	5.00	
PUBLIC SCHOOLS							
By State Law	3.2310	100.38	2.8402	80.28	3.1640	89.43	September 12, 2023 5:01 PM
By Local Board	3.2480	100.91	2.8552	80.71	3.2480	91.81	9461 Brandywine Ln, PSL
							(772) 429-3970
MUNICIPALITY							
WATER MANAGEMENT							
S FL Wtr Mgmt Dist	0.0948	2.32	0.0850	1.70	0.0948	1.90	September 14, 2023 5:15 PM
SFWMD-Okee Basin	0.1026	2.51	0.0920	1.84	0.1026	2.05	3301 Gun Club Rd Bldg B-1, WPB
Everglades Project	0.0327	0.80	0.0293	0.59	0.0327	0.65	(561) 686-8800
INDEPENDENT DISTRICTS							
SLC Fire Dist	3.0000	73.50	2.6555	53.11	3.0000	60.00	September 6, 2023 5:01 PM
							5160 NW Milner Dr, PSL
							(772) 621-3400
FL Inland Nav Dist	0.0320	0.78	0.0288	0.58	0.0288	0.58	September 7, 2023 5:05 PM
							1707 NE Indian River Dr, Jensen Beach
							(561) 627-3386
Children`s Services	0.4025	9.86	0.3563	7.13	0.3790	7.58	September 5, 2023 5:01 PM
							546 NW University Blvd, PSL
							(772) 408-1100
VOTER APPROVED DEBT SERVICE							
Total Property Taxes		$520.63		$393.65		$440.24	

SEE BELOW FOR EXPLANATION OF THE COLUMNS ABOVE.

***Column 1 - "Your Last Year's Tax Rate & Property Taxes"**
This column shows the tax rate and taxes that applied last year to your property. These amounts were based on budgets adopted last year and your property's previous taxable value.

***Column 2 - "Your Tax Rate & Taxes This Year If No Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year IF EACH TAXING AUTHORITY DOES NOT CHANGE ITS PROPERTY TAX LEVY. These amounts are based on last year's budgets and your current assessment.

***Column 3 - "Your Tax Rate & Taxes This Year If Budget Change is Made"**
This column shows what the tax rate and your taxes will be this year under the BUDGET ACTUALLY PROPOSED by each local taxing authority. The proposal is NOT final and may be amended at the public hearings shown above. The difference between columns 2 and 3 is the tax change proposed by each local taxing authority and is NOT the result of higher assessments.

*NOTE: Amounts shown on this form DO NOT reflect early payment discounts you may have received or may be eligible to receive. (Discounts are a maximum of 4 percent of the amounts shown on this form.)

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	PURPOSE OF ASSESSMENT	UNITS	RATE	AMOUNT
N Saint Lucie Wtr Mgmt	Drainage (772) 461-5050 Minimum $25.00	0.30000	23.000	25.00
Total Non-Ad Valorem Assessment				$25.00

Non-ad valorem assessments are placed on this notice at the request of the respective local governing boards. Your tax collector will be including them on the November tax notice. For details on particular non-ad valorem assessments, contact the levying local governing board.

Your final tax bill may contain non-ad valorem assessments which may not be reflected on this notice, such as assessments for roads, fire, garbage, lighting, drainage, water, sewer, or other governmental services and facilities which may be levied by your county, city or any special district.

TOTAL AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS IF BUDGET CHANGES ARE MADE $465.24

WEB PRINT 8/11/2024 3:36:45 PM **WEB PRINT**

DO NOT PAY - THIS IS NOT A BILL

Michelle Franklin
Certified Florida Appraiser

Parcel ID 2408-506-0002-000-5

Tax Code: 0002 Saint Lucie County
Location: 3302 Avenue B

Account Number: 20336
Legal Desc: REVISED PLAT OF HOME ACRES-UNIT 2- THAT PART OF LOT A LYG OUTSIDE CITY LIMITS (0.30 AC) (OR 566-378)

Property Valuation

Market Value	Last Year	This Year
	138,700	157,500

Taxing Authority	Assessed Value		Exemptions		Taxable Value	
	Last Year	This Year	Last Year	This Year	Last Year	This Year
County	56,569	58,266	32,069	38,266	24,500	20,000
Public Schools	56,569	58,266	25,500	30,000	31,069	28,266
Municipality						
Water Management	56,569	58,266	32,069	38,266	24,500	20,000
Independent Districts	56,569	58,266	32,069	38,266	24,500	20,000
Voter Approved Debt Service						

Assessment Reductions / Portability	Applies to	Value
Save Our Homes	All Funds	99,234

Exemptions*	Applies to	Last Year	This Year
First Homestead	All Funds	25,000	25,000
Widow	All Funds	500	5,000
Additional Homestead	Non-School Funds	6,569	8,266

*Where more than one value exists, county value of exemption will be indicated

If you feel that the market value of your property is inaccurate or does not reflect fair market value, or if you are entitled to an exemption or classification that is not reflected on this form, contact the Saint Lucie County Property Appraiser at:
2300 Virginia Ave Rm 121, Fort Pierce, FL 34982
or (772) 462-1021

If the property appraiser's office is unable to resolve the matter as to market value, classification, or an exemption, you may file a petition for adjustment with the Value Adjustment Board. Petition forms are available from the County Property Appraiser and must be filed
ON OR BEFORE:
September 12, 2023

Market Value: Market (also called "just") value is the most probable sale price for your property in a competitive, open market. It is based on a willing buyer and a willing seller.

Assessed Value: Assessed value is the market value of your property minus any assessment reductions. The assessed value may be different for levies made by different taxing authorities.

Assessment Reductions / Portability:
Properties can receive an assessment reduction for a number of reasons. Some of the common reasons are below.

- There are limits on how much the assessment of your property can increase each year. The Save Our Homes program and the limitation for non-homestead property are examples.
- Certain types of property, such as agricultural land and land used for conservation, are valued on their current use rather than their market value.
- Some reductions lower the assessed value only for levies of certain taxing authorities.

If your assessed value is lower than your market value because limits on increases apply to your property or because your property is valued based on its current use, the amount of the difference and reason for the difference are listed in the box titled "Assessment Reductions".

Exemptions: Exemptions that apply to your property are listed in this section along with its corresponding exemption value. Specific dollar or percentage reductions in assessed value may be applicable to a property based upon certain qualifications of the property or property owner. In some cases, an exemption's value may vary depending on the taxing authority. The tax impact of an exemption may also vary for the same taxing authority, depending on the levy (e.g., operating millage vs. debt service millage).

Taxable Value: Taxable value is the value used to calculate the tax due on your property. Taxable value is the assessed value minus the value of your exemptions and discounts.

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Annexation – Parcel ID: 2408-506-0002-000-5

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5, 2025
January 19, 2025

NOTICE BY MAIL: N / A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Planner

SIGNATURE: **DATE:** December 23, 2024

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE
Florida

TO: KERRY DRIVER, PLANNER

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: ANNEXATION 3302 AVENUE B - PARCEL ID: 2408-506-0002-000-5

CAO RLS FILE: RLS 24-379

DATE: OCTOBER 3, 2024

I have reviewed the above Request for Legal Services (RLS) related to the annexation of property located at 3302 Avenue B. The draft Ordinance is approved as to form and correctness.

In reviewing Exhibit A and Exhibit B, it appears the property may not be situated in an enclave. Please verify whether the property is in an enclave or not. If not, please remove the applicable Whereas clause(s) related to enclaves prior to submitting this Ordinance to the City Commission.

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

Thank you.
SH

City Commission Regular Meeting **12. c.**

Meeting Date: 01/21/2025

Re: Amendment to Ch. 121 Plat Procedure

Submitted For: Kev Freeman, Planning Director, Planning Department

---

SUBJECT:

Legislative Hearing - Ordinance 25-004 - An Ordinance amending the Code of Ordinances of the City at Chapter 121-Subdivisions, to amend the plat procedures. FIRST READING

SUMMARY:

The existing process of preliminary plat review requires amendment and clarification of the approval process and to facilitate, if required, the easier designation of parcel identification numbers by the St. Lucie County Property Appraiser.

RECOMMENDATION:

Staff recommendation is for the City Commission to approve the amendments to clarify the City's plat process.

ALTERNATIVES:

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director.

COORDINATED WITH:

Technical Review Committee.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Ord 25-004
25-004 Public Certification
Business Impact

CA - Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 08:48 AM
City Manager	Linda Cox	01/13/2025 08:59 AM

Form Started By: Kev Freeman Started On: 12/16/2024 11:06 AM

Final Approval Date: 01/13/2025

CITY OF FORT PIERCE

CITY COMMISSION

January 21, 2025

TEXT AMENDMENT: PLAT PROCESS

SUMMARY

Approval of text amendments to City Code Chapter 121 - Plat Process

BACKGROUND

The existing process of preliminary plat review requires amendment to clarify the process and to facilitate, if required, the designation of parcel identification numbers through application to the St. Lucie County Property Appraiser.

Presented to, and approved by, the Planning Board on September 9th, 2024.

RECOMMENDATION

Staff recommendation is for the City Commission to APPROVE the proposed amendment to the plat process.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

ORDINANCE NO. 25-004

AN ORDINANCE **AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA, CHAPTER 121 – SUBDIVISIONS TO AMEND THE PRELIMINARY PLAT PROCEDURES**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce, though the plat process regulates the subdivision of land within the city into lots which are proposed for development or sale; and

WHEREAS, the existing process of preliminary plat review requires amendment to clarify the procedures and to facilitate, if required, the designation of parcel identification numbers through application to the St. Lucie County Property Appraiser; 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 September 9th, 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 121 – Subdivisions of the City of Fort Pierce Code of Ordinances ishereby amended so the same shall read as follows:

Sec. 121-1. Purposes of subdivision regulations.

The public health, safety, morale, and general welfare of the city require the harmonious, orderly, and progressive development of land. ~~thereofhese~~ Theseregulations are adopted for the following purposes ~~,~~ and not limited to ensure:

(1) ~~To encourage economically~~ Economically sound and stable development of the city;

(2) ~~To ensure the~~ The provision of required streets, utilities, and other facilities and services to new land developments;

(3) ~~To ensure the~~ The adequate provision of safe and convenient traffic access and circulation, both vehicular and pedestrian, to new developments;

(4) ~~To ensure the~~ The provision of needed public open space and building sites in new land developments through the dedication or reservation of land for recreational, educational, and other public purposes; and

(5) ~~To ensure, in~~In general, the wise development of new areas, in harmony with the adopted comprehensive plan of the city.

Sec. 121-2. Chapter administration.

This chapter shall be administered by the city manager or his designee.

Sec. 121-3. Penalty for violation of chapter.

Any person, firm, or corporation violating any of the provisions of this chapter shall be deemed guilty of a misdemeanor and upon conviction thereof shall be punished as prescribed by section 1-7.

Sec. 121-4. Definitions.

Except as defined herein, all words used in this chapter have their customary dictionary definition. Words in the present tense include the future. Words in the singular

include the plural, and words in the plural include the singular. The term "building" includes the term "structure." The term "shall" is mandatory; the term "may" is permissive. The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Block means a group of contiguous lots within a subdivision.

Building setback line means a line across a lot establishing the minimum distance to be provided between the building and the property line.

Easement means a grant by the property owner of a strip or parcel of land for specified purposes.

Lot means a portion or parcel of land separated from other portions or parcels by description as on a subdivision plat, or record of survey map, or as otherwise described, and intended for transfer of ownership or for building development. For purposes of this chapter, the term "lot" does not include any portion of a dedicated street right-of-way.

Lot, corner, means a lot abutting upon two or more streets at their intersection.

Lot, double frontage, means a lot other than a corner lot, abutting two streets.

Lot, interior, means a lot other than a corner or double frontage lot.

Minor replat means any division or redivision of a parcel of land into two separate lots or parcels which conform to the requirements of this chapter and all other applicable city codes.

Plat, final, means a drawing of a subdivision showing completely and accurately all legal and engineering information and certification necessary for recording.

Plat, preliminary, means a drawing which shows the proposed layout of a subdivision in sufficient detail to indicate its workability in accordance with sections 121-9 and 121-10, but is not in final form for recording and the details are not completely computed.

Street means a dedicated and accepted right-of-way for vehicular traffic, whether designated as a highway thoroughfare, expressway, avenue, boulevard, road, lane or other. ~~Following~~ The following are definitions intended to distinguish between categories of streets as used in this chapter.

Collector streets means those which are intended to carry traffic from minor streets to and from the major streets and expressways, and usually include the principal entrance and circulation streets within a subdivision.

Cul-de-sac means a street having one end open to traffic, the other end being terminated by a vehicular turnaround.

Expressways means high-capacity streets from which access to abutting property is prohibited, and which are intersected at specified locations by major and collector streets.

Major streets means those which are designed or designated by an official public agency as streets being capable of carrying large volumes of fast moving traffic.

Marginal access streets means minor streets parallel to and adjacent to major streets or expressways, providing access to abutting properties and protection from through traffic.

Minor streets means those which are used primarily for access to abutting properties, and usually radiate from collector streets.

Subdivider means any person, individual, firm, partnership, association, corporation, estate, trust, or any other group or combination acting as a unit, dividing, or proposing to divide land so as to constitute a subdivision as herein defined, including any agent of the subdivider.

Subdivision means any division or redivision of a parcel of land into three or more parcels and intended for future or immediate sale, legacy, or building development. However, the following are not defined as subdivisions for the purpose of this chapter. The combination or recombination of portions of previously platted lots where the total number of lots is not increased and the resultant lots adhere to the standards of the city.

Sec. 121-5. Compliance with chapter and certain specified statutes, etc.

It shall be unlawful for any person, being the owner, agent or person having control of any land within the city, to subdivide and plat such lands into lots, except by a plat in accordance with the regulations contained herein, and in accordance with the following:

(1) F.S. ch.177.
(2) Regulations of St. Lucie County concerning recording plats.
(3) Regulations of the clerk of the circuit court of the county regarding the recording of plats.
(4) Regulations of all federal, state and local authorities having statutory jurisdiction.
(5) Standards for minimum lot width, depth, and size, including standards in section 121-11(g).
(6) All subdivision proposals shall include base flood elevation data.

Whenever the provision of the ordinance or statute of any governmental authority having jurisdiction applicable to the same subject matter, that requiring the highest or ~~more strict~~stricter standard shall govern.

Sec. 121-6. Authority of planning director.

(a) The planning director may approve a minor replat if the resulting lots or parcels conform to the requirements of chapter 125, and any other applicable city regulations. The planning director shall consult with all affected departments or agencies, including, but not limited to, the engineering department, public works department and the city utility authority.
(b) An applicant requesting a minor replat shall submit the following materials together with the appropriate application fee as described herein:
    (1) A statement indicating whether water and/or sanitary sewer service is available to the property;
    (2) Land descriptions and acreage or square footage of the original and proposed lots and a scaled drawing showing the intended division. All such drawings

shall be prepared by a professional land surveyor registered in the state. In the event that the property contains any structures, a survey showing the structures on the property shall accompany the application; and

(3) An identification of any and all easements, rights-of-way, or similar instruments that may be found on or adjacent to the property which is subject to the minor replat.

All such minor replats shall not become effective until a completed application form and filing fee have been received by the planning director and the director shall have advised the city commission of his administrative approval at the earliest practical opportunity. A certified copy of the recorded replat shall also be filed with the planning department.

Sec. 121-7. Flood hazards.

(a) All subdivision proposals shall be consistent with the need to minimize flood damage.

(b) All subdivision proposals shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

(c) All subdivision proposals shall have adequate drainage provided to reduce exposure to flood hazards.

(d) Base flood elevation data shall be provided for all subdivision proposals.

(Code 1983, § 18-7; Ord. No. J-04, § 1, 2-18-1992)

Sec. 121-8. General provisions applicable to subdivision of land.

It is the intent in the application of this chapter that the following shall apply to:

(1) Any person proposing to subdivide land within the city into lots proposed for development or sale shall submit to the planning director a plat or plats of the proposed subdivision which shall conform to all requirements set forth in this chapter.

(2) Any construction work undertaken on the proposed subdivision site prior to the receipt of final plat approval from the city commission shall be at the sole risk of the developer.

(3) No plats or plat of a proposed subdivision shall be recorded in the office of the clerk of the circuit court of the county until such plat or plats shall have received final approval, as certified herein, from the city commission.

(4) No land dedicated as a public street shall be accepted, opened, or improved nor shall any utilities or other facilities be installed therein, unless such streets shall have been accepted or opened as, or otherwise shall have received the legal status of, a public street prior to the adoption of this chapter, or unless such street corresponds in its location and lines with a street shown on a plan approved by the city commission or on a plan made and adopted by said commission; provided, however, that the city commission may locate or construct or may accept for construction any other streets.

(5) No building permit shall be issued for, and no building or other structure shall be erected on, any lot unless such lot has legal description and access to a street which shall have been accepted or opened as or shall have otherwise received the legal status of a public street.

Sec. 121-9. Preliminary Plat procedure.

(a) *Preliminary plat approval*. A preliminary plat is not mandatory. The subdivider may choose to proceed to final plat review .

(1) The subdivider shall submit ~~five~~the required copies of the preliminary plat together with the appropriate application fee to the planning director.

(2) Upon a decision that the submittal complies with the specifications for preliminary plat, the ~~The~~planning director will distribute the preliminary plat to all affected departments or agencies, including, but not limited to, the engineering department, public works department and utilities director. After review by the planning director and other affected departments and agencies

through the Technical Review Committee, and when the preliminary plat is found to be in compliance with city rules and regulations governing same, the following process shall be undertaken:

~~(3)~~a. The preliminary plat will be forwarded to the city planning board for review. The planning board shall ~~review the proposed plat and~~ make a determination of approval or denial. If the board recommends ~~disapproval~~denial, the reason for such shall be stated. The determination shall be forwarded to the city commission.

~~(4)~~b. The city commission shall hold a public hearing and approve, approve with conditions, or disapprove the preliminary plat.

c. Upon approval the preliminary plat shall be forwarded to the St. Lucie County Property Appraiser for allocation of parcel identification numbers.

~~(4)~~ (3) Prior to submittal of the final plat, minor revisions to the preliminary plat may be approved by the planning director provided that such amendments do not involve an increase in the land area to be subdivided or an increase in the total number of lots to be created.

~~(b)~~

~~(1)~~

~~(2) The planning director will distribute the final plat to affected departments and agencies, including, but not limited to, the engineering department, public works department and utilities director prior to forwarding the final plat to the city commission. After review by the planning director and other affected departments and agencies, and when in compliance with city rules and~~

~~(c)~~

~~(1)~~

~~(2)~~

~~(3)~~

~~(d)~~

Sec. 121-10. Preliminary Plat specification.

(a) Preliminary plat specifications.

(1) The preliminary plat shall represent the entire area which the subdivider contemplates developing, including possible unit divisions not scheduled for immediate development.

(2) Five copies of the preliminary plat shall be submitted along with the application for preliminary plat approval to the planning director.

(3) The preliminary plat shall be prepared by a land surveyor registered in the state and shall contain the following information:

a. Proposed name of the subdivision.

b. Name and address of owner of record.

c. Name and address of subdivider.

d. Scale, north arrow, and the date plat was drawn.

e. Boundary lines of the tract indicated by a heavy line giving approximate dimensions.

f. Boundary lines of lots, the approximate number of lots, and typical lot sizes.

g. Names of adjacent platted subdivisions.

Sec. 121-11. Preliminary Plat certificates.

(a) The following certificates are required for a preliminary plat:

(1). Appropriate space shall be provided on the preliminary plat for the following certificate:

SURVEYORS CERTIFICATE:

"I hereby certify that this preliminary plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist, and their location, size, type and material adhere to the requirements of Chapter 177 Florida Statutes. _____, 20___.

_____

Registered Land Surveyor"

CITY COMMISSION CERTIFICATE:

"Pursuant to the provisions of the Fort Pierce City Commission this plat was given Preliminary Approval by the City Commission at a meeting held on _____, 20___.

_____

City Clerk"

Sec. 121-12. Final Plat procedure.

(a) *final plat procedure.* If a preliminary plat has been approved, then the final plat shall substantially conform to the preliminary plat; it may, however, represent only that portion of the approved preliminary plat which the subdivider proposes to develop and record at any one time, provided that such portion conforms to the requirements of this chapter.

(1) The subdivider shall submit the required number of copies of the final plat together with the appropriate application fee to the planning director for approval of compliance with subdivision regulations.

(2) Upon a decision that the submittal complies with the specifications for final plat, the planning director will distribute the final plat to all affected departments or agencies, including, but not limited to, the engineering department, public works department and utilities director. After review by the planning director and other affected departments and agencies through the Technical Review Committee, and when the preliminary plat is found to be in compliance with city rules and regulations governing same, the following process shall be undertaken:

(3) The city planning board shall consider whether the following standards have been met in its review of the application:

a. Adequate vehicular access and traffic circulation to each lot in the proposed subdivision.

b. That adopted levels of service (LOS) standards in the comprehensive plan are not adversely impacted by the proposed plat. If such standards are negatively affected that appropriate mitigation plans as described in this chapter are also included in the proposed plat.

c. That other applicable comprehensive plan policies are addressed by the proposed plat.

(4) The city commission shall hold a public hearing and approve, approve with conditions, or disapprove the final plat.

Sec. 121-13. Final Plat Specifications

(a) Final plat specifications.

(1) The final plat shall be prepared by a land surveyor registered in the state and shall contain the following information:

a. Proposed name of the subdivision.

b. Name and address of owner of record.

c. Name and address of subdivider.

d. Scale, north arrow, and the date plat was drawn.

e. Boundary lines of the tract indicated by a heavy line giving approximate dimensions.

f. Boundary lines of lots, the approximate number of lots, and typical lot sizes.

g. Names of adjacent platted subdivisions.

(2) The following detailed plans prepared by an engineer registered in the state, shall be submitted to the planning director for review and distribution to affected departments and/or agencies:

a. Two sets of construction plans of the proposed streets, including storm sewer and sanitary sewer and will show the following:

1. All lateral widths.

2. Centerline profile grade relative to elevations of adjacent properties at the right-of-way line.

3. Elevations at points of grade (tangent).
4. Curve data for horizontal and vertical curves.
5. Pipe size, grade and location of manholes, and inlets.
6. Stationing at intervals of 100 feet, minimum, and all of new construction.

b. Two sets of construction plans for the proposed water system that will serve the subdivision showing the size and location of mains and services.

c. Construction plans be drawn on profile paper having sheet size of 24 inches by 36 inches. Also, that plans be drawn at as large a scale as practicable.

d. Two sets of drainage plans, which may be part of the construction plans, and which shall conform to drainage requirements found in the South Florida Water Management District Permit Information Manual, Volume IV.

e. Five copies of the final plat shall be submitted for final plat approval to the planning director.

(3) Approval of the plans specified in subsection 2.a of this section must be received before construction commences.

(4) Whenever city utility authority electrical energy is proposed to be used, the subdivider shall consult with the utilities authority. The utilities authority shall arrange for the furnishing of electrical energy in accordance with the regulations of the city utility authority.

(5) Whenever city utility authority gas energy is proposed to be used, the subdivider shall consult with the utilities authority. The authority shall arrange for the furnishing of gas energy in accordance with the regulations of the city utility authority.

(8) The submittal of the final plat shall consist of the original drawing, and two Mylar reproducible prints thereof. The submission shall be to the planning director.

(9) The final plat shall be clearly and legibly drawn at a scale no less than one-inch equals 50 feet and shall be on sheets no smaller than 24 inches by 36 inches.

(10) In all other respects the final plat shall conform to the requirements of F.S. ch.177—Plats made for recording, and include the certificate, as specified in this section.

Sec. 121-14. Final Plat certificates.

(a) The following certificates are required for a final plat:

(1). Before a final plat is submitted the subdivider shall have stamped or printed thereon, and signed, substantially as follows:

SURVEYORS CERTIFICATE:

"I hereby certify that this plat is true and correct and was prepared from an actual survey of the property made by me or under my supervision; that all monuments shown hereon actually exist, and their location, size, type and material adhere to the requirements of Chapter 177 Florida Statutes. _____, 20___.

_____
Registered Land Surveyor"

CERTIFICATE OF FINAL APPROVAL BY THE CITY COMMISSION:

"Pursuant to the provisions of the Fort Pierce City Commission this plat was given Final Approval by the City Commission at a meeting held on _____, 20___.

_____
City Clerk"

OWNER'S ACKNOWLEDGMENT:

(i) Must follow F.S. § 177.081.

(ii) Dedication. In connection with the description there shall be a dedication of the plat by the owners, whose signatures must be witnessed, and their executions of the dedication

must be acknowledged in the same manner as deeds conveying lands are required to be witnessed and acknowledged; and in all cases the title, caption and dedication must agree. In case the dedication is to be made by a corporation then it shall be signed by the president or a vice-president, and by the secretary or an assistant secretary, respectively, of the corporation, by and with the authority of its board of directors.

Sec. 121-15. Design standards.

(a) *Land suitability.* Land that is subject to flooding, periodic inundation, erosion, or otherwise deemed by the city commission to be topographically unsuitable for residential use shall not be developed for such use unless the necessary steps are taken to eliminate such conditions.

(b) *Street access.*

(1) All subdivisions shall have access to publicly dedicated and accepted streets.

(2) Every lot within a platted subdivision shall have access to a publicly dedicated and accepted street.

(3) No subdivision shall be designed so as to completely eliminate street access to adjoining parcels of land.

(c) *Conformity to the comprehensive plan.*

(1) All proposed subdivisions shall conform to the adopted comprehensive plan at the time of plat submission.

(2) When approval of the proposed subdivision will reduce levels of service (LOS) below standards adopted in the comprehensive plan, the subdivider shall mitigate such LOS reductions through reserving and dedicating the necessary additional facilities. Dedications may include school sites, parks, streets, open space, and any other affected facilities. The city commission shall disapprove

any plat where such planned features, as specified by the adopted comprehensive plan, are not incorporated in the subdivision plat.

(d) *Zoning and other regulations.* Whenever there is a discrepancy between the minimum standards noted in these regulations and those contained in the zoning ordinance, or other city ordinances, the most restrictive shall apply.

(e) *Street design.*

(1) The arrangement, character, extent, width, grade, and location of all streets shall conform to the major thoroughfare plan and shall be considered in their relation to existing and planned streets, to topographic conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets.

(2) The arrangement of streets within the subdivision, where not shown on the major thoroughfare plan, shall either:

a. Provide for the continuation or appropriate projection of existing streets in the surrounding area at the same or greater width, but in no case less than the required minimum width; or

b. Conform to a plan approved or adopted by the city commission to meet a particular situation where existing conditions make continuance of existing streets impractical.

(3) Minor streets shall be so laid out that their use by through traffic will be discouraged.

(4) Where a subdivision abuts or contains an existing or proposed major street, the planning board may require marginal access streets to provide for adequate protection of residential properties and to afford separation of through and local traffic.

(5) Right-of-way width. Street right-of-way width shall be as follows:

a. Major street: 100 feet.

b. Collector street: 70 feet.

c. Minor street: 60 feet.

d. Marginal access street: 60 feet.

e. Cul-de-sac:
    1. Turnaround radius: 50 feet.
    2. Other than turnaround: 50 feet.

(6) Right-of-way exception. Right-of-way requirements in excess of 60 feet shall be reserved for acquisition by the appropriate public body.

(7) Street classifications. All streets shall be classified by the city commission.

(8) Half streets. Half streets or half right-of-way easements for street locations shall not be permitted.

(9) Horizontal curves. Horizontal curves shall be measured at the centerline and have a minimum radius as follows:
    a. Major street: As specified in the state department of transportation specifications.
    b. Collector street: 300 feet.
    c. Minor street: 100 feet.
    d. Marginal access street: 100 feet.

(10) Reverse curves. The tangent between reverse curves shall be not less than the following:
    a. Major street: as specified in the state department of transportation specifications.
    b. Collector street: 100 feet.
    c. Minor street: 50 feet.
    d. Marginal access street: 50 feet.

(11) Visibility. The minimum visibility, measured between two points in the centerline and above the pavement level shall be:
    a. Major street, as specified in the state department of transportation specifications.
    b. Collector street: 300 feet.
    c. Minor street: 200 feet.
    d. Marginal access street: 200 feet.

(12) Street intersections.

a. Street intersections shall be as nearly at right angles as possible, and no intersection shall be at any angle less than 60 degrees.
b. Right-of-way lines at street intersections shall be rounded with a radius of not less than 25 feet.
c. Intersections with centerline offsets of less than 125 feet are prohibited.

(13) Cul-de-sac. The length of a cul-de-sac shall not exceed 700 feet.

(14) Reserve strips. Reserve strips controlling access to streets, or public grounds shall not be permitted unless their control is placed with the city.

(f) *Blocks.*

(1) The length, width, and shapes of blocks shall be determined with due regard to:
a. Provision of adequate building sites suitable to the needs of the type of use contemplated;
b. Zoning requirements as to lot sizes, building sizes and area requirements;
c. Needs for convenient access, circulation, control and safety of street traffic; and
d. Limitations and opportunities of topography.

(2) In general, the length of blocks shall not be greater than 1,000 feet. This requirement may be waived in the case of peculiarly shaped tracts of land.

(3) Blocks shall be wide enough to provide two tiers of lots, except where fronting on major streets or topographic conditions or size of property does not make this requirement practical.

(g) *Lots.*

(1) Insofar as practical, side lot lines shall be perpendicular to street lines. Each lot shall have access to a publicly dedicated street.

(2) Double frontage lots shall be avoided; where used, a planting reservation at least ten feet in width shall be provided along the rear property line. Access through such planting shall be prohibited.

(3) All corner lots shall have a minimum width of 75 feet.

(4) Notwithstanding the provisions of this chapter, all lot dimensions shall conform with the standards contained in the zoning ordinance. In all cases, the most restrictive regulations regarding lot dimensions shall apply.

Sec. 121-16. Required improvements.

(a) *In general.*

(1) Every subdivider at his own expense shall be required to install or have installed the physical improvements specified in this section.

(2) Perimeter street improvements.

a. The city commission shall not waive the provision or installation of street paving but may waive the provision or installation of such portions of these improvements as sidewalks, curbs and gutters by the subdivider on or in streets on the exterior boundary or perimeter of the subdivision.

b. The subdivider may request the city to construct the improvements required and if the city commission agrees, the subdivider shall deposit with the city, cash, a letter of credit, and/or a surety bond for the estimated cost of the improvements as determined by the city engineer which will pay 110 percent of the total cost of the improvements requested on a fully dedicated street. The letter of credit, and/or surety bond shall be allowed for a maximum of two years from the date the subdivision plat was approved by the city commission, and the surety bond is to be secured from a bonding company licensed by the State of Florida, with a Best's financial rating of AAAA or better and a Best's general policy holder's rating of A+.

c. At the time of such deposit, the city commission in consideration thereof, shall officially agree to begin construction of the improvements agreed upon within two years without further cost to the subdivider or future owners of affected property, as to those specific improvements, and the city commission shall specify the approximate dates that such work shall

commence and be completed, and the city shall be thereby officially bound to so perform.

(b) *Street grading.*

(1) All street rights-of-way shall be cleared and graded in accordance with the city standards and specifications.

(2) Finished grades shall be at levels approved by the director of public works.

(c) *Street paving.*

(1) Street pavements shall be installed in accordance to the city standards and specifications.

(2) Paving widths. Street paving widths shall be measured from face of curb to face of curb, and contain the following minimum dimensions:

a. Major street: as specified in official public plans.

b. Collector street: 35 feet.

c. Minor street: 23 feet.

d. Marginal access street: 23 feet.

e. Cul-de-sac (street): 23 feet.

f. Cul-de-sac (radius): 25 feet.

g. Any street divided by a median strip shall have a minimum paving width of 16 feet on each side of the median strip.

(d) *Curbs and gutters.*

(1) Standard curbs and gutters shall be installed on all streets, and to conform to the city standards and specifications.

(2) In the case of streets having median strips, standard curbs and gutters shall be required on the side of the street adjacent to the median strip as well as to the outside of the street.

(e) *Sidewalks.*

(1) Sidewalks shall be installed on both sides of all streets in the subdivision.

(2) The installation of required sidewalks shall be in accordance to the city standards and specifications.

(f) *Water supply.*

(1) A water distribution system shall be installed in accordance to the city utility authority standards and specifications.
(2) All underground main lines and lateral lines to the meter shall be installed prior to the paving of the street.
(3) Private water systems or individual wells are not permitted for domestic use.
(4) When, in the written opinion of the city utility authority, a water supply line is not accessible, an alternate method of supplying water may be provided when in compliance to the state or county health department regulations.

(g) *Sanitary sewage disposal.*
(1) All subdivisions shall be served by sanitary sewers and shall be installed in accordance to the city utility authority standards and specifications.
(2) Whenever a sanitary sewer is required to be installed within the right-of-way of a street, the street shall not be paved without such sewer first being installed and accepted by the city utility authority.
(3) When in the written opinion of the director of city utility authority a public sanitary sewer is not accessible, an alternate method of sewage disposal may be provided when in compliance to the state or county health department regulations.

(h) *Storm drainage.*
(1) Every subdivision shall be served by an appropriate storm drainage control system. All drainage facilities shall conform to the South Florida Water Management District Permit Information Manual, volume IV.
(2) All storm drainage facilities shall be designed to serve the entire drainage area in which these facilities are located.
(3) Storm drainage facilities shall include gutters, ditches, catch basins, culverts, drainage lines and other necessary facilities to assist in the control of storm drainage water.

(i) *Monuments.* All monuments shall conform to standards found in F.S. ch. 177.

(j) *Utilities.*

(1) Utilities shall be installed and maintained only in accordance with the adopted rules and procedures of the city utility authority.
(2) Fire hydrants, when required, shall be installed at the expense of the developer.

Sec. 121-17. Subdivider's bond, etc., to secure construction of improvements; certificate of completion, maintenance of improvements; assumption of maintenance by city.

(a) The subdivider shall file with the finance director a surety bond, letter of credit, cashier's check, or a certified check upon a solvent local bank conditioned to secure the construction of the improvements listed in this chapter in a satisfactory manner in accordance with the plans as approved by the city engineer, and within a period specified by the city commission, such a period not to exceed two years. No such bond, letter of credit, or check shall be accepted unless it be enforceable by or payable to the city in a sum at least equal to the cost of constructing the improvements as estimated by the city engineer and in form with surety and conditions approved by the city attorney. The subdivider shall have the election of providing an escrow account acceptable to the city attorney of an amount to be determined by the city engineer and such conditions for disbursement based upon completion of improvements, if required under the escrow agreement, with all costs of the escrow to be borne by the subdivider. The escrow account shall be with a local bank institution.

(b) Upon completion of all work, the developer's engineer shall submit to the city engineer a certificate of completion stating that all work has been completed in its entirety, that it was constructed under his supervision and that fit conforms to the development plan and these regulations. All releases from affected regulatory agencies shall also be submitted. The written certificate of completion shall be expressed in the following form:

CERTIFICATION

I hereby certify that all of the project improvements required by the City Commission and in accordance with the provisions of Chapter 18, Fort Pierce Code of Ordinances, have been completed on (Project Name) and that I have inspected the construction incrementally in accordance with the requirements of the City of Fort Pierce for public works construction. These improvements conform to the development plans with the following deviations (if any): These deviations will not result in functional or structural problems, other than routine maintenance based on my evaluation and professional opinion.

Certified by: _____

Florida Professional Engineer No. _____

(c) Upon conformation from the city engineer that all improvements are acceptably completed the city commission shall act on conditionally accepting the findings of completion. Acceptance of the improvements shall be conditioned on a one-year and 30-day period, during which time the developer shall maintain all improvements and correct all deficiencies that occur. If the city commission conditionally accepts the improvements, the developer shall provide security in the amount of 15 percent of the cost of the improvements. At the end of the one-year and 30-day period, the city engineer shall report to the city commission on the status of the improvements. If the improvements are satisfactory, the city commission will accept the maintenance of the facilities and the developer will be entitled to the remaining balance of the security amount, if any.

Sec. 121-18. Filing fees.

A fee schedule established by the city commission by resolution shall be paid to the city upon filing of an application.

Sec. 121-19. Chapter amendments—Authorized.

This chapter may be amended from time to time by the city commission; provided, however, that all suggested amendments shall be reviewed by the city planning board and the city commission, and a public hearing shall be held prior to the adoption of any amendment.

Sec. 121-20. Chapter amendments—Public hearing; application fee; procedure.

Whenever a change in this chapter becomes necessary a public hearing shall be required before such change may become lawful. The application fee for a requested change shall be as established by resolution and paid to the city by the applicant. However, if a change in this chapter is initiated by the city commission, the application fee shall be waived. The procedure is as follows:

(1) The department of development shall accept the application for the requested change.
(2) The completed application shall be forwarded to the city planning board and to the city commission by the planning department.
(3) No change to this chapter shall become effective except by ordinance approved by the city commission. Such ordinance shall be adopted at a public hearing after being duly advertised as required by state statutes.

CERTIFICATE OF FINAL APPROVAL BY THE CITY COMMISSION:

"Pursuant to the provisions of the Fort Pierce City Commission this plat was given Final Approval by the City Commission at a meeting held on _____, 20___.

_____

City Clerk"

OWNER'S ACKNOWLEDGMENT:

(i) Must follow F.S. § 177.081.

(ii) Dedication. In connection with the description there shall be a dedication of the plat by the owners, whose signatures must be witnessed, and their executions of the dedication must be acknowledged in the same manner as deeds conveying lands are required to be witnessed and acknowledged; and in all cases the title, caption and dedication must agree. In case the dedication is to be made by a corporation then it shall be signed by the president or a vice-president, and by the secretary or an assistant secretary, respectively, of the corporation, by and with the authority of its board of directors.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM 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. 25-004 was duly advertised in accordance with Section 171.044(2) of the Florida Statutes in the

St. Lucie News Tribune on Sunday, January 5th, 2025; 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 January 21st, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2025, 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 _____, 2025.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Amendment to Chapter 121-Subdivisions

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5rd, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE: **DATE:** January 8th, 2025

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Kev Freeman

FROM: Sara Hedges, City Attorney SH

RE: Text Amendment to the Code of Ordinances - Ch 121 Plat Process

CAO RLS FILE: RLS 24-314

DATE: November 27, 2024

I have reviewed the above Request for Legal Services (RLS). This RLS was originally routed back to you to make additional changes with a track changes document of my work at that time. Upon this RLS being rerouted to me, new documents were created. I worked off of the Track Changes document I originally sent you and incorporated the additional changes you made into that document. I also made the following suggested changes:

1. I have changed the language for the planning board to use "recommendation" instead of "determination" to make clear their decision is only a recommendation and not a final decision.
2. The reference to Chapter 177 in Florida Statutes has been changed from Plats to Land Boundaries to accurately reflect the Chapter title.

I have uploaded a Track Changes (Redraft) version and Clean Copy (Redraft) version of this Ordinance to Agenda Quick for your review. Please review the Clean Copy (Redraft) carefully to ensure it accurately captures all of your changes and your intent with this amendment. If so, the Clean Copy (Redraft) version of 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

City Commission Regular Meeting **12. d.**

Meeting Date: 01/21/2025

Re: Amend Matrix to HPB Approval Matrix

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-005 - Amending the Code of Ordinances of the City of Fort Pierce Chapter 111, Article II, Section 111-151 Delegation of Review Authority to revise the Certificate of Appropriateness (COA) approval Matrix. - FIRST READING

SUMMARY:

Section 111 - Historic Preservation of the City's Code of Ordinances contains a matrix which defines the parameters of staff authority to determine approval or rejection of a Certificate of Appropriateness.

A Certificate of Appropriateness is issued pursuant to this chapter, permitting specified alterations, demolition, new construction, or other work to a designated historic site or for a building within a designated historic district. The proposed amendment sets out the matrix and defines which categories of alteration can be processed at a staff level. The proposed amendments will streamline the processing of applications for COA's, saving time for applicants while retaining the protection of the City's Historic Districts.

RECOMMENDATION:

Staff recommendation is for the City Commission to APPROVE the proposed amendment to the COA Approval Matrix.

ALTERNATIVES:

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

RESPONSIBLE STAFF:

Kev Freeman, Planning Director

COORDINATED WITH:

City Attorney Department.

Fiscal Impact

Budgeted Y/N: N

OTHER INFORMATION:

N/A

Attachments

25-005 Presentation
25-005 ORD
25-005 Revised COA Matrix
25-005 CA Memo
25-005 Business Impact Form
25-005 Public Notification Certification

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 10:12 AM

Form Started By: Kev Freeman
Started On: 01/08/2025 03:59 PM
Final Approval Date: 01/09/2025

CITY OF FORT PIERCE

CITY COMMISSION

January 21st, 2025

TEXT AMENDMENT: CERTIFICATE OF APPRPROPRIATENESS (COA) MATRIX

SUMMARY

Approval of text amendments to City Code Chapter 111 COA Approval Matrix

BACKGROUND

No building, structure, improvement, landscape feature, or site within the city, which has been designated an historic site or historic district, shall be erected, altered, restored, rehabilitated, excavated, moved or demolished until an application for a certificate of appropriateness regarding any features, landscape features, or site improvements has been submitted and approved pursuant to the Certificate of Appropriateness Procedures

CONTRIBUTING v NONCONTRIBUTING

Contributing building, site, or **structure** means one that adds to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because it was present during the period of significance and possesses historic integrity reflecting its character at that time or is capable of yielding important information about the period, or it independently meets the National Register criteria.

Noncontributing building, site or ***structure*** means one that does not add to the historic architectural qualities, historic associations, or archaeological values for which a property is significant because it was not present during the period of significance; due to alterations, disturbances, additions, or other changes, it no longer possesses historic integrity reflecting its character at that time or is incapable of yielding important information about the period; or it does not independently meet the National Register criteria.

AMENDED MATRIX

	Contributing	Non-Contributing
Action	B= Board	S= Staff
Additions		
1. Not visible from the street and 20 percent or less of the existing building's square footage	S	S
2. All other additions	B	S
Canvas awnings		
1. On main facade	B	S
2. All other facades	S	S
Carports (addition or enclosure)	S	S
Decks, patios, pergolas		
1. With a structure	B	S
2. Without a structure	S	S
3. Not visible from right-of-way	S	S
Demolitions		
1. Ten percent or less of non-historic addition	S	S
2. All other	B	B

AMENDED MATRIX

	Contributing	Non-Contributing
Action	B= Board	S= Staff
Doors/garage doors		
1. Change in materials or style	S	S
2. Change in openings on the main facade	B	S
3. Change in openings on a secondary facade	S	S
Driveways and sidewalks	S	S
Exterior wall finish		
1. Removal of not historic vinyl/aluminum siding	S	S
2. All other finishes (including painting of an originally unpainted surface)	B	S
Landscaping	S	S
Mechanical systems	S	S

AMENDED MATRIX

	Contributing	Non-Contributing
Action	B= Board	S= Staff
New construction	B	B
Painting	S	S
Parking	S	S
Pools	S	S
Porches		
1. Open an enclosed porch	B	S
2. Enclose a porch	B	S
Relocation of Primary Structure	B	B
Roof		
1. Same material and shape	S	S
2. Change in material	S	S
3. Change in shape	B	B
Signs	S	S
Sheds		
1. Custom designed for the site	S	S
2. Prefabricated	B	B

AMENDED MATRIX

	Contributing	Non-Contributing
Action	B= Board	S= Staff
Shutters		
1. Removable Shutters	S	S
2. Permanent Shutters	S	S
Site walls and fences		
1. Walls or fences behind or equal to front facade	S	S
2. Walls or fences in front of front facade	B	S
Windows		
1. Same materials, style and size	S	S
2. Change in materials or style	S	S
3. Change in openings on the main facade	B	S
4. Change in openings on a secondary facade	S	S
Zoning Change	B	S

RECOMMENDATION

Staff recommendation is for the City Commission to APPROVE the proposed amendment to the COA Approval Matrix.

ALTERNATIVE RECOMMENDATION

1. Recommend Modified Approval.

or

2. Recommend Disapproval.

ORDINANCE NO. 25-005

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA **CHAPTER 111, ARTICLE II, SECTION 111-151 DELEGATION OF REVIEW AUTHORITY** TO **REVISE THE CERTIFICATE OF APPROPRIATENESS APPROVAL MATRIX**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, amendment to Section 111-151 of the City Code of Ordinances is necessary in order to ensure the certificate of appropriateness review matrix facilitates a greater level of efficiency within the review process for all parties for such applications; and,

WHEREAS, the Historic Preservation Ordinance has been amended from time to time, and

WHEREAS, in 2009, pursuant to Ordinance No. L-77, a Certificate of Appropriateness Approval Matrix was adopted; and

WHEREAS, the Certificate of Appropriateness Approval Matrix has remained unchanged since its enactment; and

WHEREAS, amendment to the Certificate of Appropriateness Approval Matrix is necessary to facilitate a greater level of efficiency within the review process for all parties for such applications; and

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. Article II. Historic Preservation Ordinance, Division 4. Certificate of Appropriateness, Sec. 111-151 delegation of review authority, is hereby amended, so the same shall read as follows:

ARTICLE II. HISTORIC PRESERVATION ORDINANCE

DIVISION 4. CERTIFICATE OF APPROPRIATENESS

Sec. 111-149. Required.

No building, structure, improvement, landscape feature, or site within the city, which has been designated an historic site or historic district, shall be erected, altered, restored, rehabilitated, excavated, moved or demolished until an application for a certificate of appropriateness regarding any features, landscape features, or site improvements has been submitted and approved pursuant to the procedures in this chapter. Features shall include, but not be limited to, the architectural style, scale, massing, siting, general design and general arrangement of the exterior of the building or structure, including the type, style and color of roofs, windows, doors and appurtenances. Architectural features shall include when applicable, interior spaces where interior designation has been given pursuant to this chapter. Landscape features and site improvements shall include, but shall not be limited to, site re-grading, subsurface alterations, fill, paving, landscaping, walls, fences, courtyards, signs and

exterior lighting. No certificate of appropriateness shall be approved unless architectural plans for such construction, alterations, excavation, restoration, rehabilitation, relocation or demolition are approved by the historic preservation board.

Sec. 111-150. Forms and fees.

Applications for certificates of appropriateness must be made on forms approved and provided by the historic preservation board and must be submitted with a processing fee in the amount established by resolution (payable to the city) to the historic preservation officer.

Sec. 111-151. Delegation of review authority.

The historic preservation board may delegate to the historic preservation officer the authority to review and grant certificates of appropriateness without referral to the board and without a public hearing in the case of certain applications, which would normally be subject to board review, which the board shall determine in advance.

(1) Delegation matrix for administrative approval. The board may delegate to the historic preservation officer the authority to administratively review and grant a certificate of appropriateness without formal action by the board. This delegation of review shall be depicted in an historic preservation board certificate of appropriateness approval matrix (the matrix). The matrix will indicate whether such features may be administratively reviewed or if board review is required. The board shall recommend changes to the historic preservation board certificate of appropriateness approval matrix at any time as needed, and any changes shall be approved by the city commission.

(2) If the historic preservation officer does not grant administrative approval of an application, the application will be referred to the board for review. Any applicant may request referral to the board rather than administrative review. An application referred by the division or an applicant will be considered in accordance with the application review schedule contained in this section.

~~*Fort Pierce Certificate Of Appropriateness Approval Matrix* S = Review by Historic Preservation Officer~~				
	~~Matrix~~			
	~~Contributing~~		~~Non-contributing~~	
~~Action~~	~~Staff~~	~~Board~~	~~Staff~~	~~Board~~
~~Additions~~				
~~1. Not visible from the street and 20 percent or less of the existing building's square footage~~		~~X~~	~~S~~	
~~2. All other additions~~		~~X~~		~~X~~
~~Canvas awnings~~				
~~1. On main facade~~		~~X~~		~~X~~
~~2. All other facades~~		~~S~~		~~S~~
~~Carports (addition or enclosure)~~	~~S~~		~~S~~	
~~Decks, patios, pergolas~~				
~~1. With a structure~~		~~X~~	~~S~~	

2. Without a structure	S		S	
3. Not visible from right-of-way	S		S	
Demolitions				
1. Ten percent or less of non-historic addition	S		S	
2. All other		X		X
Doors/garage doors				
1. Same materials, style and size	S		S	
2. Change in materials or style	S		S	
3. Change in openings on the main facade		X		X
4. Change in openings on a secondary facade		X	S	
Driveways and sidewalks	S		S	
Exterior wall finish				
1. Removal of not historic vinyl/aluminum siding	S		S	
2. All other finishes (including painting of an originally unpainted surface)		X	S	
Landscaping	S		S	
Mechanical systems causing an effect	S		S	
New construction		X		X
Painting	S		S	
Parking	S		S	
Pools		X	S	
Porches				
1. Open an enclosed porch	S		S	
2. Enclose a porch on the main facade		X		X
3. Enclose a porch on a secondary facade			S	
Relocation		X	S	
Roof				
1. Same material and shape	S		S	
2. Change in material	S		S	
3. Change in shape		X		X
Signs	S		S	
Sheds				

~~1. Custom designed for the site~~	~~S~~		~~S~~	
~~2. Prefabricated~~		~~X~~		~~X~~
~~Shutters~~				
~~1. Removable Shutters~~	~~S~~		~~S~~	
~~2. Permanent Shutters (visible)~~	~~S~~		~~S~~	
~~3. Permanent Shutters (not visible)~~	~~S~~		~~S~~	
~~Site walls and fences~~				
~~1. Walls or fences behind or equal to front facade~~	~~S~~		~~S~~	
~~2. Walls or fences in front of front facade~~		~~X~~		~~X~~
~~Windows~~				
~~1. Same materials, style and size~~	~~S~~		~~S~~	
~~2. Change in materials or style~~	~~S~~		~~S~~	
~~3. Change in openings on the main facade~~		~~X~~		~~X~~
~~4. Change in openings on a secondary facade~~		~~X~~	~~S~~	
~~Zoning-change in use~~		~~X~~		~~X~~

Fort Pierce Certificate Of Appropriateness (COA) Approval Matrix Review by Historic Preservation Officer		
	Contributing	Non-Contributing
Action	B= Board S= Staff	
Additions		
1. Not visible from the street and 20 percent or less of the existing building's square footage	S	S
2. All other additions	B	S
Canvas awnings		
1. On main facade	B	S
2. All other facades	S	S
Carports (addition or enclosure)	S	S
Decks, patios, pergolas		
1. With a structure	B	S
2. Without a structure	S	S
3. Not visible from right-of-way	S	S

Demolitions		
1. Non-historic addition	S	S
2. All other	B	B
Doors/garage doors		
1. Change in materials or style	S	S
2. Change in openings on the main facade	B	S
3. Change in openings on a secondary facade	S	S
Exterior wall finish		
1. Removal of not historic vinyl/aluminum siding	S	S
2. All other finishes (including painting of an originally unpainted surface)	B	S
Mechanical systems if visible from the street	S	S
New construction	B	B
Painting	S	S
Porches		
1. Open an enclosed porch	B	S
2. Enclose a porch	B	S
Relocation of Primary Structure	B	B
Roof		
1. Change in material	S	S
2. Change in shape	B	S
Signs	S	S
Sheds		
1. Custom designed for the site	S	S
2. Prefabricated	B	S
Shutters		
1. Removable Shutters	S	S
2. Permanent Shutters	S	S
Site walls and fences		
1. Walls or fences behind or equal to front facade	S	S
2. Walls or fences in front of front facade	B	S
Windows		
1. Change in materials or style	S	S

2. Change in openings on the main facade	B	S
3. Change in openings on a secondary facade	S	S
Zoning Change	B	S

Sec. 111-152. Pre-application conference.

Before submitting an application for a certificate of appropriateness, an applicant may confer, at such applicant's election, with the historic preservation officer to obtain information and guidance before entering into binding commitments or incurring substantial expense in the preparation of plans, surveys and historic data. The purpose of such conference is to further discuss and clarify preservation objectives and design guidelines. In no case, however, shall any statement or representation made prior to completion of official application review be binding on the city.

Sec. 111-153. Guidelines for review and issuance.

(a) *Standards adopted.* The U.S. Secretary of the Interior's Standards for the Treatment of Historic Properties are hereby adopted as the standards by which applications for any certificate of appropriateness are to be measured and evaluated. In adopting these guidelines, it is the intent of this chapter to promote the proper maintenance, restoration, preservation, rehabilitation, or reconstruction appropriate to the property, and compatible contemporary designs which are harmonious with the exterior architectural and landscape features of neighboring buildings, sites and streetscapes. From time to time, the board may adopt additional standards to preserve and protect special features unique to the city. Based on the Secretary of the Interior's Standards for the Treatment of Historic Properties, the designation report, a complete application, any additional plans, drawings, photographs, and samples of materials to fully describe the proposed project, the historic preservation board may approve or deny the application for a certificate of appropriateness.

(b) *Green energy design guidelines for historic structures and districts.* The following process shall be followed to implement proposed energy efficient modifications to historic structures. The regulatory tool to apply this section shall be the Sustainable Preservation: Assessment and Design Tool, which includes a detailed assessment chart and specific design standards as adopted by the city commission, or thereafter amended to integrate new design options necessitated by changing technologies.

(1) *Assess the functionality of historic components of a building and/or district.* Prior to proposing exterior modifications to enhance the efficiency of an historic building, the existing historic components of the structure shall be assessed for functionality and condition. An assessment tool for property owners' use shall be available at the planning department. This assessment shall be presented to the historic preservation officer with an application for a certificate of appropriateness for the proposed modifications.

(2) *Identify the most appropriate new technology for additional energy efficiency.* A three-tier system of green energy design guidelines shall provide thresholds for review and approval of proposed modifications, consisting of the following:

a. *Tier one. Maintenance, repair, and upgrades of historic design components.* Tier one modifications include interior alterations and maintenance and repair of original materials to maximize their inherent energy-efficiency. Tier one alterations do not require a certificate of appropriateness unless designated for interior historic significance,

however, owners are encouraged to schedule a voluntary consultation with the historic preservation officer to identify possible issues prior to any work.

b. *Tier two. Historically-appropriate sustainability upgrades.* Tier two modifications impact the exterior of the historic structure but may be appropriate if the proposed work meets the Secretary of the Interior's Standards for Rehabilitation. These standards include review of the design of the structure, historic designation, site, surrounding landscape and design of surrounding structures, as well as the proposed type, material, design, and color of the alteration. Two alterations can be approved with an administrative certificate of appropriateness.

c. *Tier three. Historically-inappropriate sustainability upgrades.* Tier three modifications propose invasive changes to an historic structure or district, are frequently not consistent with the Secretary of the Interior's Standards for Rehabilitation and, as such, are not recommended. Tier three options require approval through a certificate of appropriateness issued by the historic preservation board. Options listed under this tier shall not receive a staff recommendation for approval unless all reasonable efforts have been made to address sustainability with maintenance and upgrades found under tier one and tier two.

Sec. 111-154. Time limit and decision of board.

The historic preservation board shall act upon an application within 60 days of receipt of a completed application, unless it is a certificate which may be issued by the historic preservation officer, in which case the certificate may be issued within ten days. The board shall approve, approve in modified form, or deny an application. The board may suspend action on the application for a period not to exceed 30 days in order to seek technical advice from outside its members or to meet further with the applicant to revise or modify the application. The findings of the board shall be mailed to the applicant within ten days of the board's decision accompanied by a statement in full regarding the board's decision. In the event the board denies any completed application the applicant may appeal the board's decision to the city commission in the manner provided for in this chapter.

Sec. 111-155. Records.

The decision of the historic preservation board shall be issued in writing. Evidence of approval of the application shall be the issuing of a certificate of appropriateness by the board or the board's designated staff to the applicant. Notice in writing of the board's decision shall be given to the applicant and the director of the department of development. When an application is denied, the board's notice shall provide an adequate written explanation of its decision. The board shall keep a written record showing its action on each question considered.

Sec. 111-156. Changes in approved work.

Any change in work proposed subsequent to the issuance of a certificate of appropriateness shall be reviewed by the board's staff. If the board's staff finds that the proposed change does not materially affect the historic character, or the proposed change is in accord with approved guidelines, standards, and the certificate that was previously approved, staff may approve the change and amend the current certificate of appropriateness. If the proposed change is not in accordance with guidelines, standards, or the certificate of appropriateness previously approved by the board, a new certificate of appropriateness shall be required.

Sec. 111-157. Demolition.

Review of any certificate of appropriateness for demolition shall be in accordance with criteria set forth in this section. Denial of an application for demolition shall be evidenced by written order detailing the public interest which is sought to be preserved.

(1) The board may grant a certificate of appropriateness to demolish with a deferred effective date of up to 18 months from the date of the board's decision at a public hearing. The effective date shall be determined by the board based upon the relative significance of the structure and the probable time required to arrange a possible alternative to demolition. During the demolition deferral period, the board may take such steps as it deems necessary to preserve the structure in accordance with the purposes of this chapter. Such steps may include, but shall not be limited to, consultation with civic groups, public agencies and interested persons, recommendations for acquisition of property by public or private bodies or agencies, and exploration of the possibility of moving one or more structures or other features. After the specified expiration date of the deferred certificate of appropriateness a demolition permit shall be issued if requested by the applicant.

(2) In connection with any certificate of appropriateness for demolition of buildings or improvements, the board may encourage the salvage and preservation of building materials or architectural details and ornaments, fixtures and the like for re-use in restoration of other historic properties. The board may also require, at the owner's expense and prior to demolition, the recording of the building for archival purposes by photographs.

(3) In addition to all other provisions of this chapter, the board shall consider the following criteria in evaluating applications for a certificate of appropriateness for demolition of designated sites or buildings within a designated historic district:

a. Is the structure of such interest or quality that it would reasonably meet national, state or local criteria for designation as a significant historic or architectural site or structure?

b. Is the structure of such design, craftsmanship or material that it could be reproduced only with great difficulty, expense, or undue economic hardship?

c. Is the structure one of the last remaining examples of its kind in the city, county or region?

d. Does the structure contribute significantly to the historic character of a designated district?

e. Would retention of the structure promote the general welfare of the city by providing an opportunity for study of local history, architecture and design or by developing an understanding of the importance and value of a particular culture and heritage?

f. Are there definite plans for re-use of the property if the proposed demolition is carried out, and what will be the effect of those plans on the character of the surrounding area?

(4) Affirmative maintenance. A property owner shall not permit a structure or a structure within an historic district to fall into a state of disrepair which may result in the deterioration of exterior appurtenance or architectural features so as to produce or tend to produce, in the judgment of the historic preservation board, a detrimental effect upon the character of the district as a whole or the life and character of the structure in question. If the historic preservation board finds a designated historic structure has been deliberately neglected, the board may refer the property to the department of building and code enforcement for immediate attention and may be subject to code violation fines in addition to the penalties in accordance with section 23-67.

Sec. 111-158. Moving existing structures.

A designated structure or one which is located in an historic district, may not be relocated except upon approval of a certificate of appropriateness. In considering such certificate the board shall determine whether any reasonable alternative is available for preserving the improvement or structure on its original site and whether the proposed relocation-site is compatible with the historic and architectural integrity of the improvement or structure.

Sec. 111-159. Removal or destruction of existing landscape features.

(a) No certificate of appropriateness shall be granted for removal, relocation, concealment or effective destruction by damage of any landscape features or sites especially designated as significant within the boundaries of an historic site or historic district unless one or more of the following conditions exist:

(1) The designated landscape feature or site is located in the buildable area or yard area where a structure may be placed and unreasonably restricts the permitted use of the property;

(2) The designated vegetation is inappropriate in an historical context or otherwise detracts from the character of a district;

(3) The designated vegetation is diseased, injured or in danger of falling and reasonably interferes with utility service, creates unsafe vision clearance or conflicts with other applicable laws and regulations.

(b) As a condition for issuance of the certificate of appropriateness, the applicant may be required to relocate or replace designated vegetation.

Sec. 111-160. Certificate to dig.

(a) Within an archaeological zone, new construction, filling, digging, the removal of trees, or any other activity that may alter or reveal an interred archaeological site shall be prohibited without a type of certificate of appropriateness called a certificate to dig. All applications to the city involving new construction, large-scale digging, the removal of trees or any other activity that may reveal or disturb an interred archaeological site, in an archaeological zone shall require a certificate to dig before approval. The certificate to dig may be made subject to specified conditions, including, but not limited to, conditions regarding site excavation. In order to comply with this requirement, the city may require the applicant to conduct an archaeological excavation by an archaeologist approved by the city. The excavation shall take place during the time of the approval of the certificate to dig until the effective date thereof. The review and notification time limits for these certificates shall be the same as for a regular certificate of appropriateness.

(b) Approved certificates to dig shall contain an effective date not to exceed 60 days at which time the proposed activity may begin, unless the board decides to designate the site in question as an individual site or district pursuant to this chapter in which all the rules and regulations pertaining to the designation process shall apply from the date the designation report has been filed.

Sec. 111-161. Building permits not to be issued.

No building permit shall be issued by the building official which affects any designated property in the city without a certificate of appropriateness.

Sec. 111-162. Compliance of work with certificate standards.

All work performed pursuant to the issuance of any certificate of appropriateness shall conform to the requirements of the certificate. The city manager or the code compliance division shall designate an appropriate official to assist the board by making necessary inspections in connection with enforcement of this chapter and the inspector shall be empowered to issue a stop-work order if performance is not in accordance with

the issued certificate. No work shall proceed as long as a stop-work order continues in effect. Copies of inspection reports shall be furnished to the board and copies of any stop-work orders shall be furnished to both the board and the applicant. The building official and staff for the board shall be responsible for ensuring that any work not in accordance with an issued certificate of appropriateness shall be corrected to comply with the certificate of appropriateness prior to withdrawing the stop-work order.

Sec. 111-163. Emergency, temporary measures.

For the purpose of remedying emergency conditions determined to be dangerous to life, health or property, nothing contained herein shall prevent the making of any temporary construction, reconstruction or other repairs to a building or site, pursuant to an order of a government agency or a court of competent jurisdiction. The owner of a building damaged by fire or natural calamity shall be permitted to stabilize the building immediately without board approval, and to rehabilitate it later under the normal review procedures in this chapter.

Sec. 111-164. Power of review.

The board shall have the authority to review applications for certificates of appropriateness for all property in the city, however owned, by either private or public parties. The purpose of this chapter shall apply equally to plans, projects or work executed or assisted by any private party, governmental body or agency, department, authority or board of the city, county, or state.

Secs. 111-165—111-181. Reserved.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM 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-NNN was duly advertised in the St. Lucie News Tribune on Sunday, January 5th, 2025; 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 January 21st, 2025; and was duly introduced, read by title only, and passed on second and final reading _____, 2025, 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 _____day of _____, 2025.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____

LINDA W. COX

(CITY SEAL)

	Contributing	Non-Contributing
Action	B= Board	S= Staff
Additions		
1. Not visible from the street and 20 percent or less of the existing building's square footage	S	S
2. All other additions	B	S
Canvas awnings		
1. On main facade	B	S
2. All other facades	S	S
Carports (addition or enclosure)	S	S
Decks, patios, pergolas		
1. With a structure	B	S
2. Without a structure	S	S
3. Not visible from right-of-way	S	S
Demolitions		
1. Ten percent or less of non-historic addition	S	S
2. All other	B	B
Doors/garage doors		
1. Change in materials or style	S	S
2. Change in openings on the main facade	B	S
3. Change in openings on a secondary facade	S	S
Driveways and sidewalks	S	S
Exterior wall finish		
1. Removal of not historic vinyl/aluminum siding	S	S
2. All other finishes (including painting of an originally unpainted surface)	B	S
Landscaping	S	S
Mechanical systems	S	S

New construction	B	B
Painting	S	S
Parking	S	S
Pools	S	S
Porches		
1. Open an enclosed porch	B	S
2. Enclose a porch	B	S
Relocation of Primary Structure	B	B
Roof		
1. Same material and shape	S	S
2. Change in material	S	S
3. Change in shape	B	B
Signs	S	S
Sheds		
1. Custom designed for the site	S	S
2. Prefabricated	B	B
Shutters		
1. Removable Shutters	S	S
2. Permanent Shutters	S	S
Site walls and fences		
1. Walls or fences behind or equal to front facade	S	S
2. Walls or fences in front of front facade	B	S
Windows		
1. Same materials, style and size	S	S
2. Change in materials or style	S	S
3. Change in openings on the main facade	B	S
4. Change in openings on a secondary facade	S	S

Zoning Change	B	S

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	KEV FREEMAN, PLANNING DIRECTOR, PLANNING DEPARTMENT
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	REVIEW AMENDMENT TO HISTORIC PRESERVATION ORDINANCE 111-151 – CERTIFICATE OF APPROPRIATENESS APPROVAL MATRIX
CAO RLS FILE:	24-371
DATE:	OCTOBER 22, 2024

This Request for Legal Services (RLS) asks the City Attorney's Office to review a draft ordinance amending the Historic Preservation Ordinance at Code Section 111-151. The amendment revises the Certificate of Appropriateness Approval Matrix (the "Matrix"), shifting review authority for thirteen actions from the Board to Staff and shifting review authority for two actions from the Staff to the Board.

I made the following changes to the draft ordinance submitted:

- Added three WHEREAS clauses to give a more comprehensive history of the City's Historic Preservation Ordinance.

  ** Please fill in the date in the first clause (the date the Historic Preservation Ordinance was originally adopted).

- Changed the reviewing board from the Planning Board to the Historic Preservation Board.
- Revised Section 1 – deleted code sections that are unchanged by this amendment.
- Revised the Matrix for clarity and readability by adding letters to the headings and indenting the subheadings.

I have uploaded a redline version of the Ordinance so you can review my changes. For your convenience, I also uploaded a "changes accepted" version. Upon your acceptance of the changes, completion of the missing date in the first Whereas clause, and completion of the missing information in the fifth Whereas clause (Historic Preservation Board approval/recommendation), the Ordinance is approved as to form and correctness.

** It is my understanding that the City of Fort Pierce is a Florida State Certified Local Government and that pursuant to the CLG Guidelines, any amendment to the Historic Preservation Ordinance must be submitted to the State Historic Preservation Officer for review and comment at least 30 days prior to the date scheduled for adoption. If my understanding is correct, this Office trusts staff to obtain any necessary approvals from the State.

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

/ahd

BUSINESS IMPACT ESTIMATE

SUBMITTED BY:

SUBJECT:

---

1. Summary of the proposed ordinance, including a statement of the public purpose to be served by the proposed ordinance, such as serving the public health, safety, morals, and welfare of the municipality.

2. Estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City:

   a. Estimate of direct compliance costs that businesses may reasonably incur if the ordinance is enacted.

   b. Identification of any new charge or fee on businesses subject to the proposed ordinance or for which businesses will be financially responsible.

   c. An estimate of the City's regulatory costs, including an estimate of revenues from any new charges or fees that will be imposed on businesses to cover such costs.

3. A good faith estimate of the number of businesses likely to be impacted by the ordinance.

4. Any additional information the Commission may find useful.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Amendment to Chapter 111 – Historic Preservation COA Matrix

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5rd, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Kev Freeman **TITLE:** Planning Director

SIGNATURE: **DATE:** January 8th, 2025

City Commission Regular Meeting **12. e.**

Meeting Date: 01/21/2025

Re: Proposed Ordinance - 25-007 Amending Chapter 103 - Building and Building Regulations, Article IX.

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing-Ordinance 25-007, Amending Chapter 103, Article IX - Buildings and Building Regulations, Providing for Public Access to the International Property Maintenance Code. SECOND READING

SUMMARY:

Ordinance proposes amendments to the applicable provisions of the International Property Maintenance Code to provide one copy of such Code shall be filed in the office of the Building Department and shall be available for inspection by the public during business hours.

RECOMMENDATION:

Staff recommends approval of Proposed Ordinance 25-007, Amending Chapter 103 - Buildings and Building Regulations, Article IX.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building

COORDINATED WITH:

Shaun Coss, Assistant Director of Building.

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

Memo City Attorney
Proposed Ord. 25-007
Proof of Publication

Form Review

Inbox	Reviewed By	Date

Building	Paul Thomas	12/20/2024 09:19 AM
City Manager	Linda Cox	12/20/2024 11:39 AM
Building	Paul Thomas	12/23/2024 01:35 PM
City Manager	Linda Cox	12/27/2024 11:33 AM

Form Started By: Karen Murphy Started On: 12/19/2024 01:41 PM

Final Approval Date: 01/08/2025

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Shaun Goss, Assistant Director of Building

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Ordinance 24-XXX - Public Access to Referenced Codes

CAO RLS FILE: 24-451

DATE: December 16, 2024

I have reviewed the proposed Ordinance for public access to referenced codes. The Ordinance has been split into two Ordinances since each was adopted separately and are in different Articles under the Code of Ordinances. A draft of the Ordinances with proposed edits is uploaded. Please note, the language originally included for the amendment to section 103-403 of the Code of Ordinances did not match the language in Municode. Corrections have been made. Please carefully review that Ordinance for accuracy to the existing Code language.

With the proposed edits to the Ordinances included, the Ordinances are approved as to form and correctness. Copies of the Ordinances with all edits included are uploaded for your utilization.

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

Thank you.

ORDINANCE NO. 25-007

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX – PROPERTY MAINTENANCE ORDINANCE AND HOUSING CODE, SECTION 103-338 – PROPERTY MAINTENANCE ORDINANCE AND HOUSING CODE** TO PROVIDE FOR PUBLIC ACCESS TO THE INTERNATIONAL PROPERTY MAINTANENCE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on January 3, 2017, Ordinance 16-025 was enacted, adopting the International Property Maintenance Code, as published by the International Code Council, with local amendments; and

WHEREAS, the Ordinance has been amended from time to time; and

WHEREAS, the City Commission of the City of Fort Pierce finds it is necessary and in the public interest of this community to provide for public access of all codes, regulations, and procedures adopted by reference.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 103 – Buildings and Building Regulation, Article IX – Property Maintenance Ordinance and Housing Code, Section 103-338 of the Code of Ordinances, is hereby amended as follows:

Sec. 103-338. - Adoption.

Provisions of the International Property Maintenance Code (IPMC) as published by the International Code of Council, as set forth in section 103-339, are adopted and stand incorporated by reference herein and stand as the property maintenance ordinance and housing code for the city. Amendments to the applicable provisions of the International Property Maintenance Code are hereby adopted for use herein without the need for subsequent ratification. <u>One copy of such code shall be filed in the office of the building department and shall be available for inspection by the public during business hours of such office.</u>

SECTION 3. 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 4. This ordinance is and the same shall become effective immediately upon final passage hereof.

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.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-XXX was duly advertised by title only in the St. Lucie News Tribune on XXXX; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, XXX; and was duly introduced, read by title only, and passed on second and final reading on Monday, XXX, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida this XX day of XXXXXX, XXXX.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

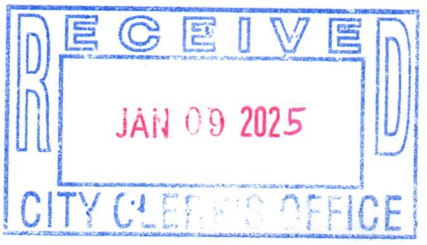
_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

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:

12/27/2024

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 12/27/2024

Keegan Doran
Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$165.44	
Tax Amount:	$0.00	
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Please do not use this form for payment remittance.

KAITLYN FELTY
Notary Public
State of Wisconsin

City of Fort Pierce Notice of Public Hearings

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings on Monday, January 6, 2025, and Tuesday, January 21, 2025, at 5:05 p.m., on the first and second readings respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-007 AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE IX – PROPERTY MAINTENANCE ORDINANCE AND HOUSING CODE, SECTION 103-338 – PROPERTY MAINTENANCE ORDINANCE AND HOUSING CODE TO PROVIDE FOR PUBLIC ACCESS TO THE INTERNATIONAL PROPERTY MAINTANENCE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

ORDINANCE 25-008 AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE XI – MOBILE AND MANUFACTURED HOMES ORDINANCE, SECTION 103-403 – MOBILE AND MANUFACTURED HOMES ORDINANCE TO PROVIDE FOR PUBLIC ACCESS TO THE MOBILE/MANUFACTURED HOME REPAIR AND REMODELING GUIDELINES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

All interested parties may appear at the meeting and be heard with respect to the Ordinances; said Ordinances will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida or on the city's website at www.cityoffortpierce.com.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk Publish: 12.27.2024
December 27 2024
LSAR0211474

City Commission Regular Meeting **12. f.**

Meeting Date: 01/21/2025

Re: Proposed Ordinance 25-008 - Amending Chapter 103 Buildings and Building Regulations, Article XI - Mobile and Manufactured Homes Ordinance

Submitted For: Paul Thomas, Building Official, Building

SUBJECT:

Legislative Hearing-Ordinance 25-008, Amending Chapter 103, Article XI, Buildings and Building Regulations - Mobile and Manufactured Homes Ordinance, Section 103-403, Providing for Public Access to the Mobile/Manufactured Home Repair and Remodeling Guidelines. SECOND READING

SUMMARY:

This proposed Ordinance would provide for public access to the mobile/manufactured home repair and remodeling guidelines, as promulgated by the Florida Department of Highway Safety and Motor Vehicles, Division of Motorist Services Manufactured Housing Section, Procedure # MHS-24. In the interest of the community, one copy of such guidelines shall be filed in the office of the Building Department and shall be available for inspection by the public during business hours of such office.

RECOMMENDATION:

Approved proposed Ordinance 25-008 - Amending Chapter 103 Buildings and Building Regulations, Article XI - Mobile and Manufactured Homes Ordinance, Section 103-403 - Mobile and Manufactured Homes.

ALTERNATIVES:

Do not approve at this time.

RESPONSIBLE STAFF:

Paul Thomas, CBO, CFM, Director of Building

COORDINATED WITH:

Shaun Coss, CFM, Assistant Director of Building

Fiscal Impact

OTHER INFORMATION:

None at this time.

Attachments

Memo - City Atty

Proposed Ord. 25-008

Form Review

Inbox	Reviewed By	Date
Building	Paul Thomas	12/20/2024 09:20 AM
City Manager	Linda Cox	12/20/2024 11:39 AM
Building	Paul Thomas	12/23/2024 01:35 PM
City Manager	Linda Cox	12/27/2024 11:34 AM

Form Started By: Karen Murphy Started On: 12/19/2024 02:09 PM

Final Approval Date: 01/08/2025

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Shaun Goss, Assistant Director of Building

FROM: Felicia Holloman, Assistant City Attorney FH

THROUGH: Sara Hedges, City Attorney SH

RE: Ordinance 24-XXX - Public Access to Referenced Codes

CAO RLS FILE: 24-451

DATE: December 16, 2024

I have reviewed the proposed Ordinance for public access to referenced codes. The Ordinance has been split into two Ordinances since each was adopted separately and are in different Articles under the Code of Ordinances. A draft of the Ordinances with proposed edits is uploaded. Please note, the language originally included for the amendment to section 103-403 of the Code of Ordinances did not match the language in Municode. Corrections have been made. Please carefully review that Ordinance for accuracy to the existing Code language.

With the proposed edits to the Ordinances included, the Ordinances are approved as to form and correctness. Copies of the Ordinances with all edits included are uploaded for your utilization.

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

Thank you.

ORDINANCE NO. 25-008

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING CHAPTER 103 – BUILDINGS AND BUILDING REGULATIONS, ARTICLE XI – MOBILE AND MANUFACTURED HOMES ORDINANCE, SECTION 103-403 – MOBILE AND MANUFACTURED HOMES ORDINANCE** TO PROVIDE FOR PUBLIC ACCESS TO THE MOBILE/MANUFACTURED HOME REPAIR AND REMODELING GUIDELINES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 17, 2021, Ordinance 21-012 was enacted, adopting the Mobile/Manufactured Home Repair and Remodeling Guidelines, as promulgated by the Florida Department of Highway Safety and Motor Vehicles, Division of Motorist Services Manufactured Housing Section, Procedure # MHS-24; and

WHEREAS, the Ordinance has been amended from time to time; and

WHEREAS, the City Commission of the City of Fort Pierce finds it is necessary and in the public interest of this community to provide for public access of all codes, regulations, and procedures adopted by reference.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida:

SECTION 1. Chapter 103 – Buildings and Building Regulations, Article XI – Mobile and Manufactured Homes Ordinance, Section 103-403 – Adoption, of the Code of Ordinances of the City of Fort Pierce, is hereby amended as follows:

Sec. 103-403. – Adoption.

Provisions of the mobile/manufactured home repair and remodeling guidelines as approved by the state department of highway safety and motor vehicles, division of motorist services, manufactured housing section, as Procedure # MHS-24, are adopted and stand incorporated by reference herein and stand as the mobile and manufactured home repair and remodeling ordinance for the city. <u>One copy of such guidelines shall be filed in the office of the Building Department and shall be available for inspection by the public during business hours of such office.</u>

SECTION 3. 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 4. This ordinance is and the same shall become effective immediately upon final passage hereof.

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.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara K. Hedges
City Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 24-XXX was duly advertised by title only in the St. Lucie News Tribune on XXXX; copy of said Ordinance was made available at the office of the City Clerk to the public upon request; said Ordinance was duly introduced, read by title only, and passed on first reading by the City Commission of the City of Fort Pierce, Florida, on Monday, XXX; and was duly introduced, read by title only, and passed on second and final reading on Monday, XXX, by the City Commission of the City of Fort Pierce, Florida.

IN WITNESS HEREWITH, we hereunto set our hands and affix the Official Seal of the City of Fort Pierce, Florida this XX day of XXXXXX, XXXX.

_____
Linda Hudson
MAYOR COMMISSIONER

ATTEST

_____
Linda W. Cox
CITY CLERK

(CITY SEAL)

City Commission Regular Meeting **12. g.**

Meeting Date: 01/21/2025

Re: Cornerstone-Pulte FLUMA

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance 25-009: An Ordinance by the City Commission of the City of Fort Pierce, Florida; Amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 2721 South Jenkins Road, from City of Fort Pierce (GC) General Commercial to City of Fort Pierce (RM) Medium Density Residential; Parcel (IDs): 2324-413-0000-000-9 and 2324-431-0001-000-2. FIRST READING

SUMMARY:

Request for review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from GC, General Commercial to RM, Medium Density Residential.

The applicant is proposing to amend the Future Land Use Map from GC, General Commercial to RM, Medium Density Residential to permit the development of single-family housing within proximity to goods, services and the State's intermodal transportation network. The applicant intends to rezone the property in the future to PD, Planned Development with an associated site plan.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

ALTERNATIVES:

- Approval with alternative changes
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:
N/A

Attachments

Ordinance 25-009
Staff Presentation
Staff Report
Staff Report Supporting Documents
Application Supporting Documents
Public Notice Certification
CA Memo 24-455
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 10:12 AM

Form Started By: Vennis Gilmore
Started On: 01/08/2025 04:23 PM
Final Approval Date: 01/09/2025

ORDINANCE NO. 25-009

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD, FROM CITY OF FORT PIERCE (GC) GENERAL COMMERCIAL TO CITY OF FORT PIERCE (RM) MEDIUM DENSITY RESIDENTIAL;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. 19-033, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3187, Florida Statutes; and

WHEREAS, the subject properties comprise the following two (2) parcels 2324-413-0000-000-9 and 2324-431-0001-000-2 and are generally located at or near 2721 South Jenkins Road, within the City of Fort Pierce, Florida, representing approximately 49.917 acres of land more or less; and

WHEREAS, the subject properties are generally located at or near 2721 South Jenkins Road, are presently designated GC, General Commercial; and

WHEREAS, a map depicting the subject properties is attached as **"Exhibit A"** hereto; and

WHEREAS, the applicant seeks a Future Land Use Map Amendment of the subject properties from GC, General Commercial to RM, Medium Density Residential; and

WHEREAS, the proposed Future Land Use Map Amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs, will meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their December 9th, 2024 meeting, voted 4 to 0 to recommend approval of the proposed Future Land Use Map Amendment for these parcels; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

From and after the effective date hereof, the following properties legally described as:

Parcel ID(s): 2324-413-0000-000-9 and 2324-431-0001-000-2

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 2736, PAGE 1681)

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF 1-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF 1-95, LESS THE NORTH
296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH
626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK
3632 PAGE 1691

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1 /4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

Said properties being generally located at or near 2721 South Jenkins Road, in Fort Pierce, Florida shall be, and the Future Land Use Designation is hereby changed from GC, General Commercial, to RM, Medium Density Residential, as depicted on **Exhibit "A"**, attached hereto, and incorporated herein.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-009 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on January 5th, 2025; 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 January 21st, 2025; and was duly introduced, read by title only, and passed on second and final reading February 3rd, 2025, 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 4th day of February 2025.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

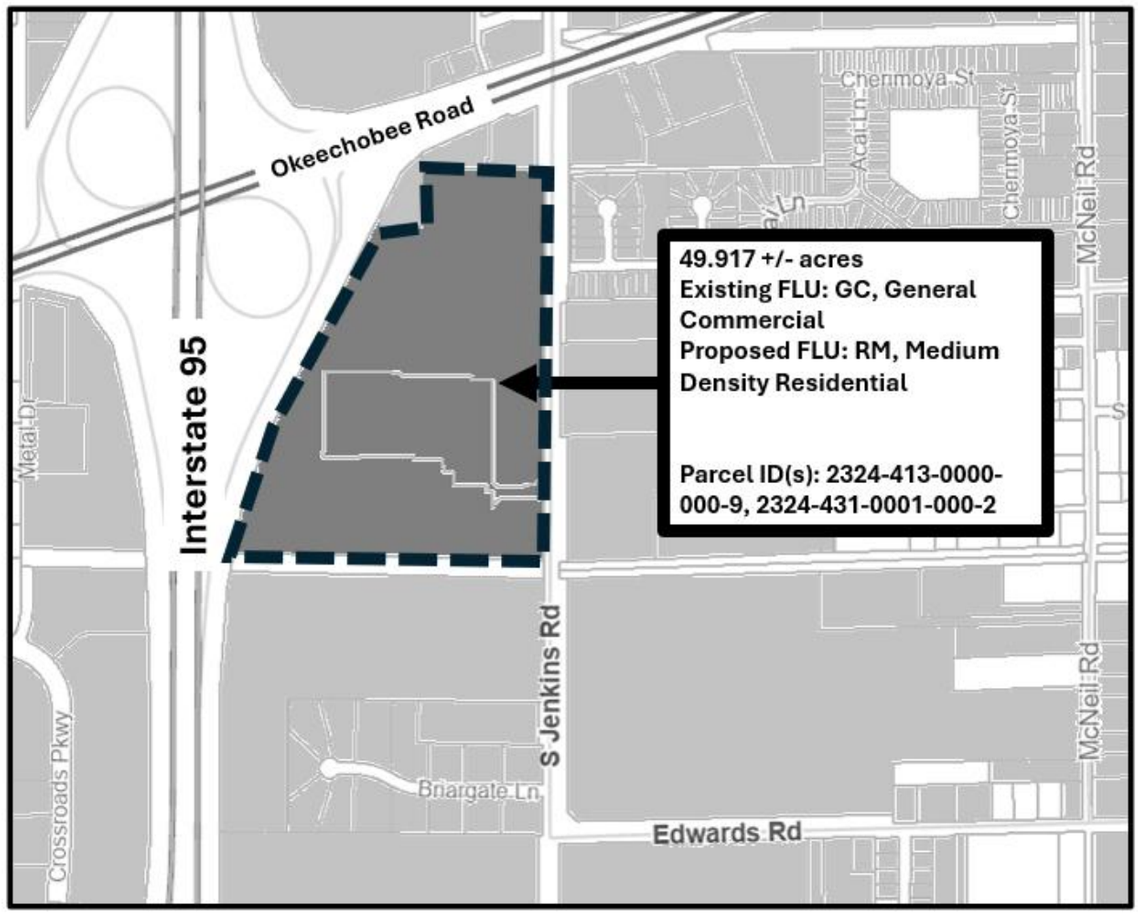
_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Future Land Use

Medium Density Residential, RM



CITY OF FORT PIERCE

FUTURE LAND USE MAP AMENDMENT

January 21st, 2025

Pulte-Cornerstone – FLUMA

2721 S Jenkins Road

(2324-413-0000-000-9, 2324-431-0001-000-2)

APPLICANT

Aimee Carlson, Pulte Homes

REPRESENTATIVE

Leslie Olson, District Planning Group

PARCEL ID #(S):

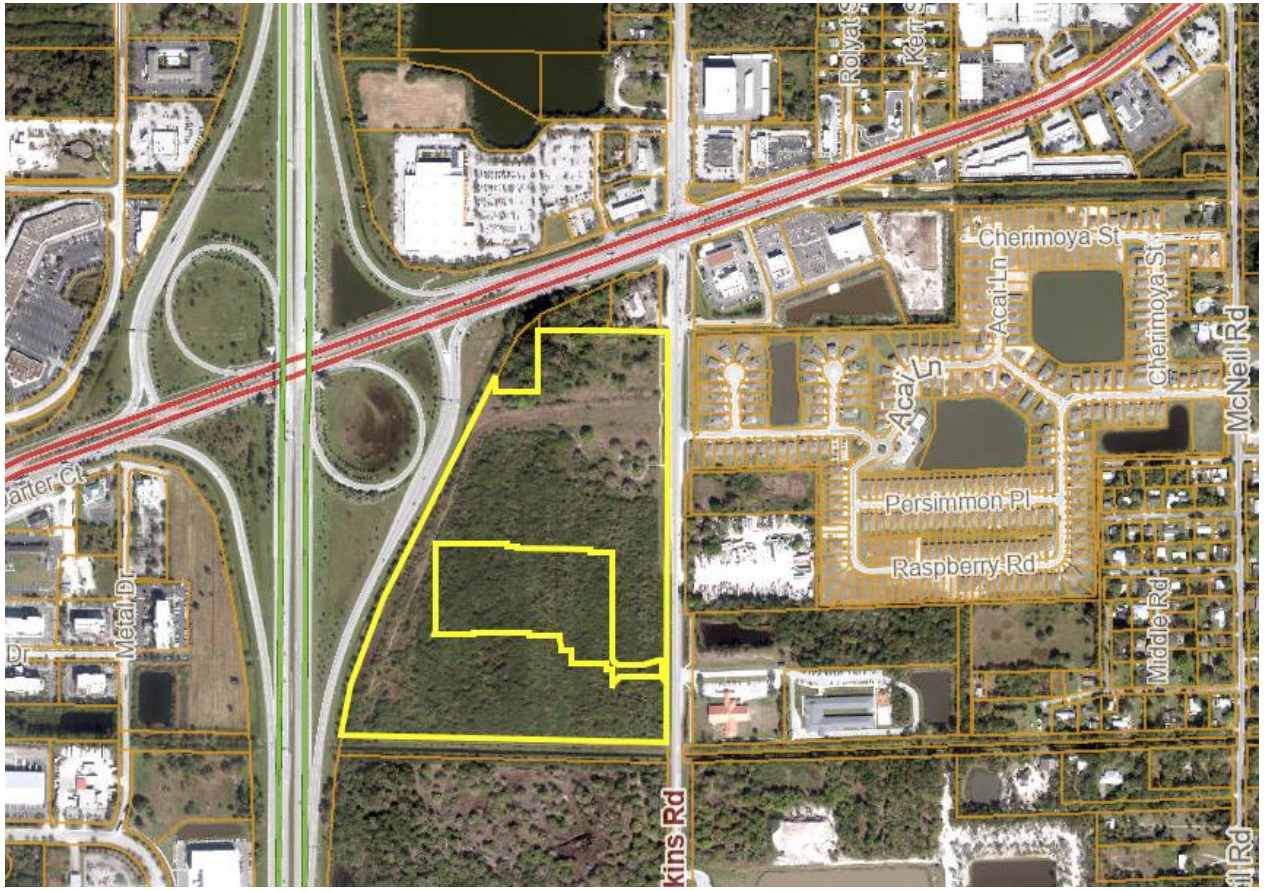
2324-413-0000-000-9 & 2324-431-0001-000-2

SUMMARY

Request for review of application for a Future Land Use Map Amendment of two (2) parcels of land to change the Future Land Use designation from General Commercial (GC) to Medium Density Residential (RM).

The applicant seeks to permit the development of single-family housing within proximity to goods, services, and the State's Intermodal Transportation Network.

SITE LOCATION



SITE AREA= 49.917 +/- Acres

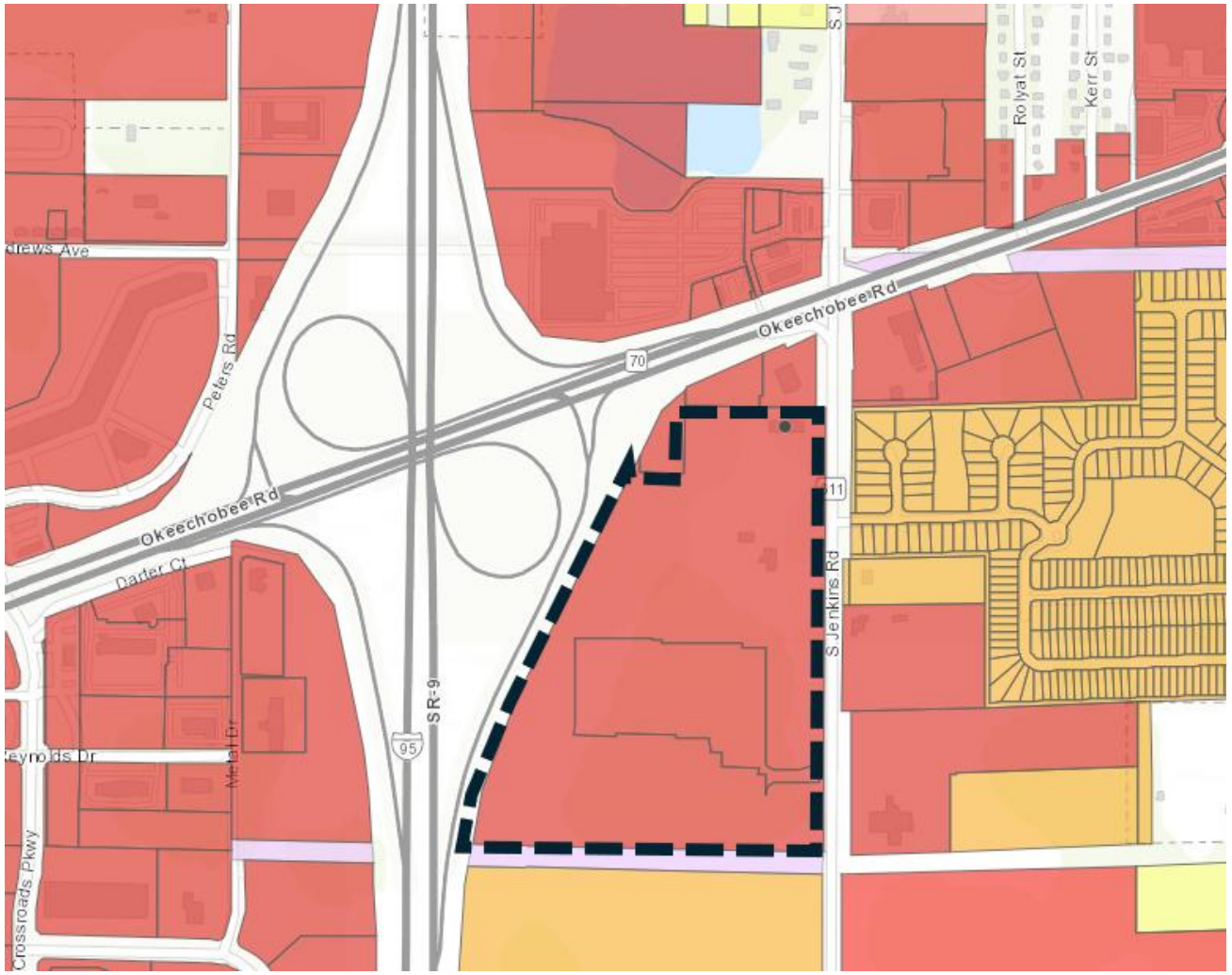
TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed FLUMA with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

EXISTING/PROPOSED FLU

Current FLU:
GC, General Commercial

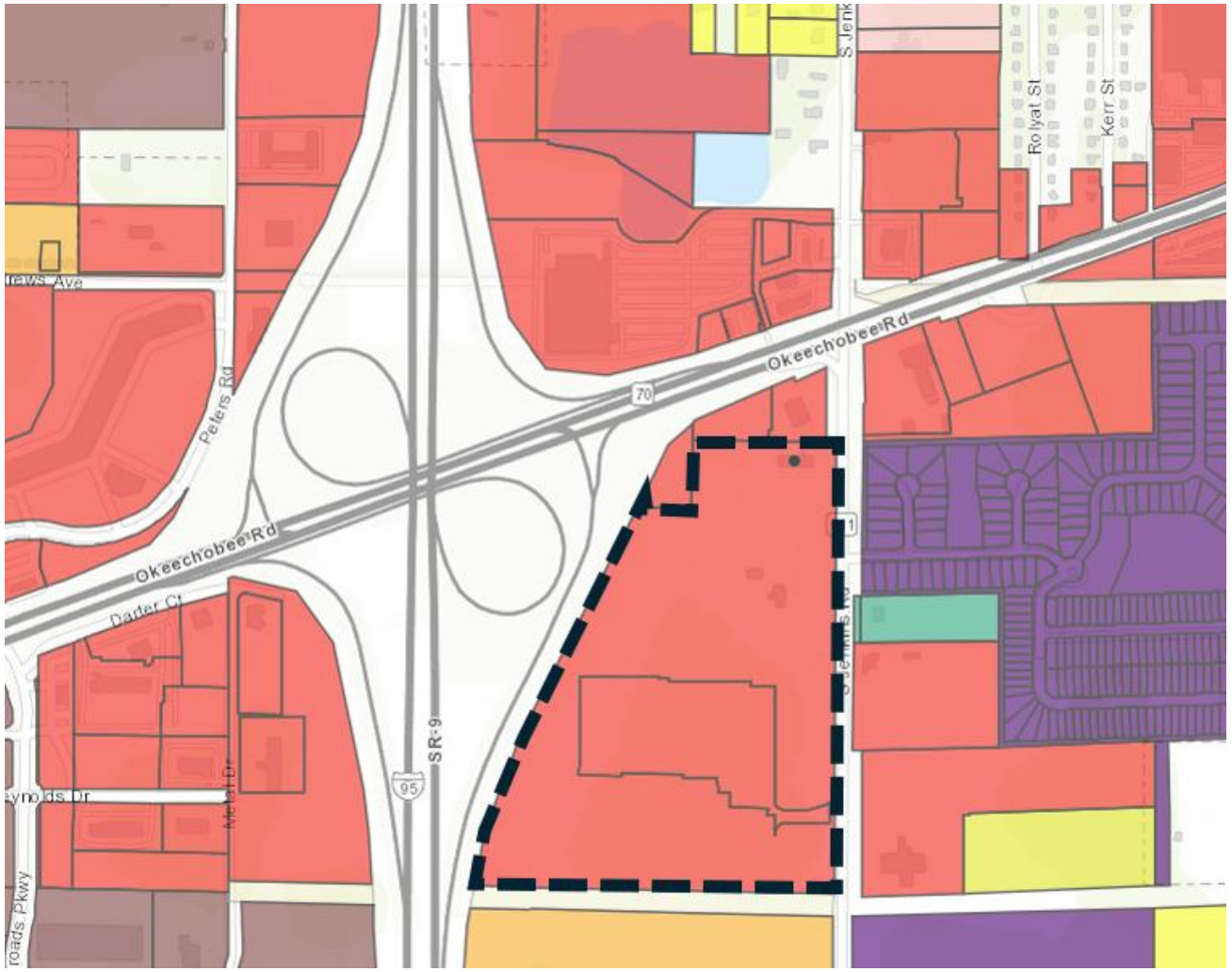
Proposed FLU:
RM, Medium Density Residential



PULTE-CORNERSTONE – FLUMA

EXISTING - ZONING

Current Zoning:
C-3, General Commercial Zone



FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - Pulte Homes FLUMA

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	49.917	2,174,384.5

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	GENERAL COMMERCIAL (GC)	15	748	1.0	2,174,384.5 SQ.FT
PROPOSED	MEDIUM DENSITY RESIDENTIAL (RM)	12	599	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)	(149)			(2,174,384.5) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

PB RECOMMENDATION

The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their December 9th, 2024, meeting.

Staff recommends APPROVAL of the proposed FLUMA.

- ❑ **The subject parcel is adjacent to existing FLU Designations of RM, Medium Density Residential.**
- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **<u>Alternative actions of the CITY COMMISSION:</u>**

- Approval with changes.

or

- Disapproval

CITY OF FORT PIERCE

FUTURE LAND USE MAP AMENDMENT

January 21st, 2025

Pulte-Cornerstone – FLUMA

2721 S Jenkins Road

(2324-413-0000-000-9, 2324-431-0001-000-2)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: CORNERSTONE-PULTE FUTURE LAND USE AMENDMENT (SMALL-SCALE) – PROJECT #: PZFLU2024-00002

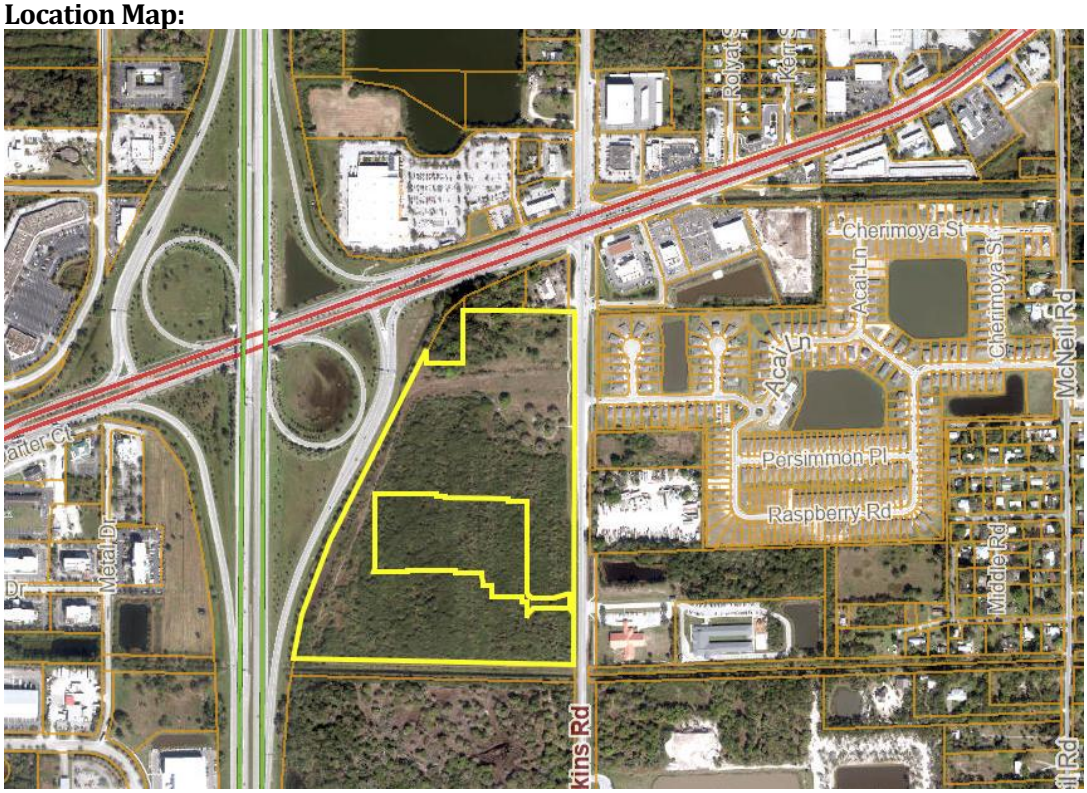
REVIEWER: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

DATE: JANUARY 8, 2025

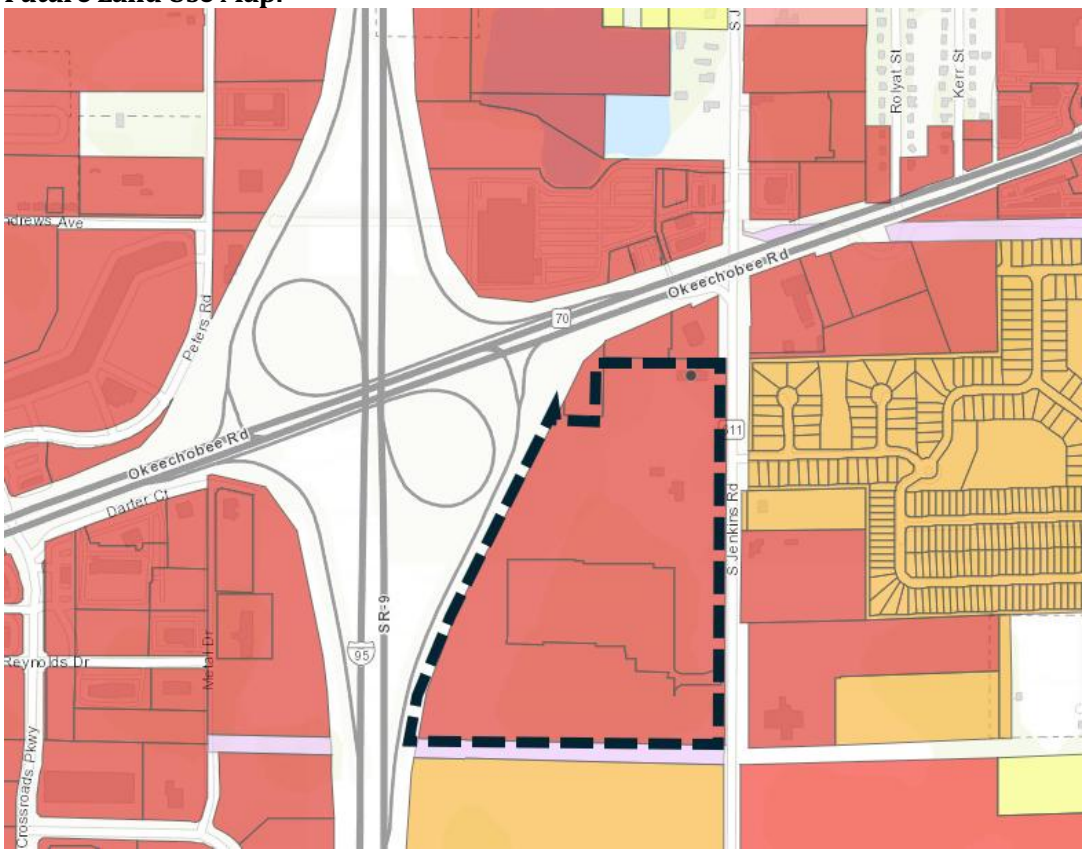
STAFF REPORT

Applicant:	Aimee Carlson, Pulte Homes
Owner:	Cornerstone Fort Pierce Development
Representative:	Leslie Olson, District Planning Group
Requested Action:	Review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from GC, General Commercial to RM, Medium Density Residential.
Location:	At or near 2721 South Jenkins Road
Parcel IDs:	2324-413-0000-000-9 & 2324-431-0001-000-2
Current Zoning:	C-3, General Commercial Zone
Proposed Zoning:	PD, Planned Development
Current Future Land Use:	GC, General Commercial
Proposed Future Land Use:	RM, Medium Density Residential

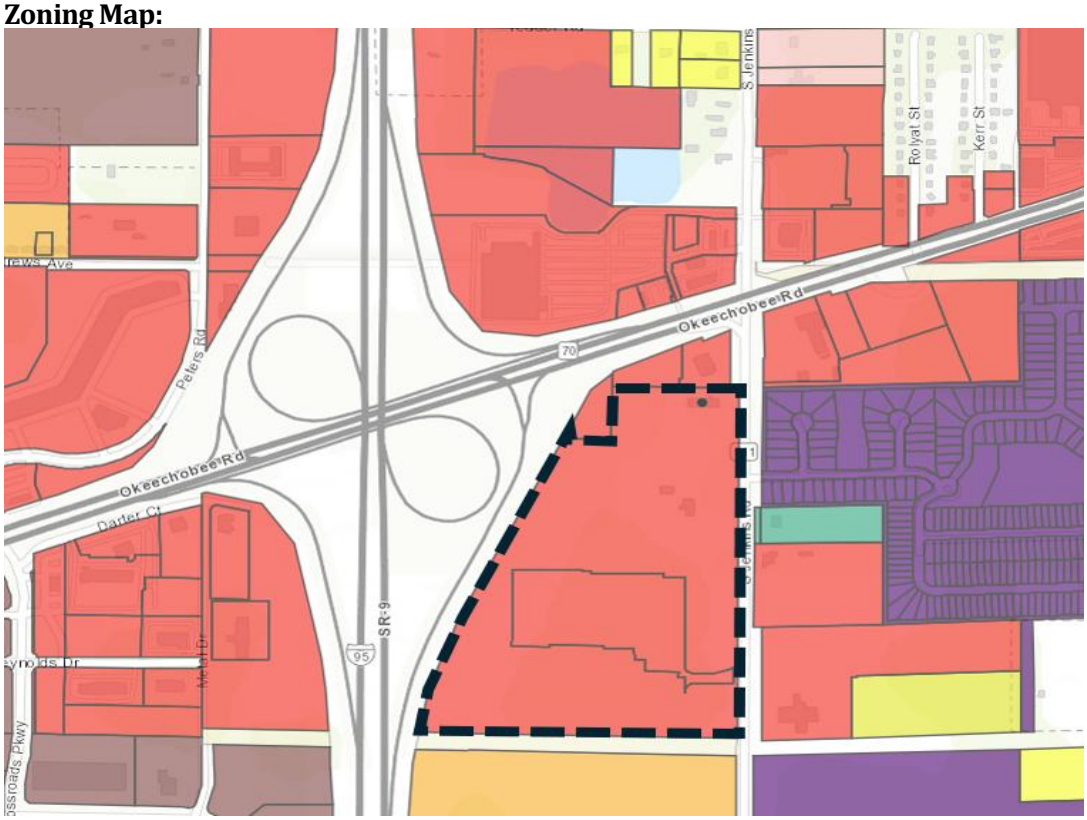
Location Map:



Future Land Use Map:



Zoning Map:



Surrounding Zoning:

North	East	South	West
C-3	PD/E-3/C-3	R-4	I-95/C-3

Surrounding Future Land Use:

North	East	South	West
GC	RM/GC	RM	GC

Site Area: **+/-** 49.917 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from GC, General Commercial to RM, Medium Density Residential.

The applicant is proposing to amend the Future Land Use Map from GC, General Commercial to RM, Medium Density Residential to permit the development of single-family housing within proximity to goods, services and the State's intermodal transportation network. The applicant intends to rezone the property in the future to PD, Planned Development with an associated site plan.

Existing Conditions
Currently the land is vacant.

Comprehensive Plan – Future Land Use Comparison

FLU COMPARISON - Pulte Homes FLUMA

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	49.917	2,174,384.5

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	GENERAL COMMERCIAL (GC)	15	748	1.0	2,174,384.5 SQ.FT
PROPOSED	MEDIUM DENSITY RESIDENTIAL (RM)	12	599	0.0	0.0 SQ.FT
	INCREASE / (DECREASE)		(149)		(2,174,384.5) SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

The subject property is designated as a City Future Land Use of General Commercial. The General Commercial (GC) 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.

The subject property is classified with a City Zoning of C-3, General Commercial Zone. This classification is primarily intended to provide for a broad variety of business activities including shoppers' goods stores, convenience goods and service establishments, offices and tourist/entertainment facilities. Many public and semi-public uses are also appropriate. Compared to the C-4 zone, this district is more suitable for uses requiring a high degree of accessibility to vehicular traffic, low intensity uses on large tracts of land, most repair services and small warehousing and wholesaling operations. Although this zone should be located along or near arterial or collector streets, it is not the intent of this district to encourage the extension of strip commercial areas. Instead it should promote concentrations of commercial activities

The proposed Future Land Use designation is RM, Medium Density Residential. The Medium Density Residential (RM) designation is intended for parcels that are best suited for multifamily residential uses ranging in density from six and one-half to 12 dwelling units per acre. This category allows small-lot single family units and multifamily dwellings including duplexes, condominiums and townhomes. Limited commercial uses intended to serve the residential uses shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This category combines the previously allowed Medium Density Residential (Rme) and Moderate Density Residential (Rmo) categories.

The proposed Zoning classification is PD, Planned Development. 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.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Future Land Use Map Amendment 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 Future Land Use Map Amendment.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their December 9th, 2024, meeting.

Staff Recommendation:
Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

Leslie Olson
130 South Indian River Drive, Suite 202
Fort Pierce, FL 34950

Re: Future Land Use Map Amendment (Small Scale) – Pulte Single-Family Housing – Project #: PZFLU2024-00002

Dear Ms. Olson,

The following are comments from the Planning Department's review of your application (Please Provide a Written Response and any revisions (if applicable) for all responsible Departments):

1. **No Comments**

If deemed necessary, please provide a written response to each comment to expedite the review of any subsequent submittals. Please contact me should you have any questions regarding the project at (772) 467-3741 or by e-mail: vgilmore@cityoffortpierce.com.

Sincerely,
Vennis Gilmore
Assistant Planning Director

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT
Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 10.17.24
Property Address: Future Land Use Map Amendment (FLUMA) – Pulte Single-Family Housing
2721 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 8th 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 MEC elements will comply with the Florida Building Code requirements.

☐ 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: 10/15/24

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Vennis Gilmore, Assistant Planning Director

FROM : Tracy Telle, Engineering Manager TT

RE : 2721 S. Jenkins Road – FLUMA
TRC No. PZFLU2024-00002

DATE : October 16, 2024

This is to advise you that we have completed the review of the following documents as received by this office on October 7, 2024:

- [x] Future Land Use Map Amendment
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] P/D Drawings
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend
- [x] Approval of FLUMA
- [ ] C/O

Developer, Owner, Engineer, Contractor and other members of the Development Team must be aware, the above recommendation is based only on the construction requirements of the engineering plans and other engineering documentation approved by this department. The Development Team shall be responsible for the compliance with other City department requirements and all approved documents, as well as Local, State and Federal regulations. The development requirements for this project may necessitate additional construction requirements that are not subject to this department's review for approval.

- [ ] See attached for comments

100 NORTH US 1, FORT PIERCE, FLORIDA 34950 • CITYOFFORTPIERCE.COM • TEL: 772.467.3000 • FAX: 772.460.6847

October 15, 2024

PROJECT: **Pulte**

REF: Project # PZFLU2024-00002

TO: Kevin Freeman

FROM: Grant Chambers

Comments:

1. Advisory: The site was originally planned to have cross access to the north. As the northern property's access will likely be right in right out only, cross access will continue to be encouraged.
2. Traffic analysis will be required for review by the County's third-party reviewer at the const of the applicant.

Conditions:

3. A Site Development Permit is required prior to performing site improvement activities.

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, Florida 34953
772-462-1593 www.stlucietpo.org

October 11, 2024 **VIA EMAIL**

Mr. Vennis Gilmore, Assistant Planning Director
City of Fort Pierce
100 North U.S. Highway 1
Fort Pierce, Florida 34950

RE: Proposed Transportation Impact Review (PTIR)
Pulte Single-Family Housing - FLUMA
2721 South Jenkins Road
Fort Pierce, Florida

Dear Mr. Gilmore:

As the Federal and State-designated agency responsible for transportation planning for the City of Fort Pierce, City of Port St. Lucie, St. Lucie Village, and St. Lucie County, the St. Lucie Transportation Planning Organization (St. Lucie TPO) has completed a PTIR regarding the above-referenced Future Land Use change of a currently undeveloped 51.11-acre parcel. Based on the review, the following comments are provided:

- **Local and State Government Coordination:** Because of the location of the proposed development, it appears that the transportation impacts from the proposed development will extend to the St. Lucie County and Florida Department of Transportation (FDOT) roadway networks. Therefore, coordination with the County and FDOT is necessary to fully analyze the potential impacts to their networks and develop the appropriate improvements to mitigate the impacts.

Please contact me should any additional information or clarification be required regarding this review.

Sincerely,

Stephanie M. Torres

Stephanie M. Torres, CPM
Bicycle Pedestrian Program Manager

cc: City of Fort Pierce Planning Department

THE SUNRISE CITY
FORT PIERCE
POLICE DEPARTMENT
"In Honor We Serve"
Florida

Technical Review Committee meeting

October 17, 2024

Case #: PZFLU2024-00002

Planner: City of Ft. Pierce Planning Department.

Future Land Use Map Amendment

Pulte Single Family Housing, 2721 S. Jenkins Rd., Ft. Pierce.

Comments:

Please work closely with the traffic engineers to ensure ingress and egress designs for this project are realized to allow for efficient and safe movement of vehicles. This portion of roadway is a thoroughfare and with the addition of many proposed projects in the vicinity of this roadway, careful consideration is a must.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

City of Fort Pierce
Planning Department
100 North US Highway 1
Fort Pierce, FL 34950

Aimee Carlson
Pulte Home Company, LLC
1475 Centrepark Boulevard, Suite 140
West Palm Beach, FL 33401

RE: Cornerstone PUD located south of Okeechobee Road and west of Jenkins Road
Tax Folio Nos: 2324-413-0000-0009
2324-414-0000-000/2
2324-413-001-000/2

The undersigned gives CONSENT to District Planning Group, LLC, as agent, and Aimee Carlson of Pulte Home Company, LLC, as applicant, to submit or have submitted all applications and all required material and documents which have been approved by the undersigned in writing, and to attend and represent the undersigned at all meetings and public hearings pertaining to the application to the extent that an officer or other representative of the undersigned is not otherwise present. Any delegation pursuant to this consent may be revoked at any time by the undersigned.

The undersigned is the fee simple owner of the above referenced described property for which a Future Land Use Map Amendment is requested.

[Signature Page Follows]

CORNERSTONE FORT PIERCE DEVELOPMENT, LLC
a Delaware limited liability company

By: Massachusetts Mutual Life Insurance Company,
a Massachusetts corporation, its managing member

By: Barings LLC,
a Delaware limited liability company, its investment advisor

By: Cassie A. McCrain
Name: Cassie A. McCrain
Title: Managing Director

Date: 10/15/2024

The foregoing instrument was acknowledged before me this 15 day of October, 2024, by Cassie A. McCrain, Managing Director of Barings LLC, a Delaware limited liability company, the investment adviser of Massachusetts Mutual Life Insurance Company, a Massachusetts corporation, the managing member of Cornerstone Fort Pierce Development, LLC, a Delaware limited liability company, she is personally known to me or has produced _____ as identification.

Michelle Lee Suarez
Notary Public

Michelle Lee Suarez
Printed name of notary

My Commission Expires. _____

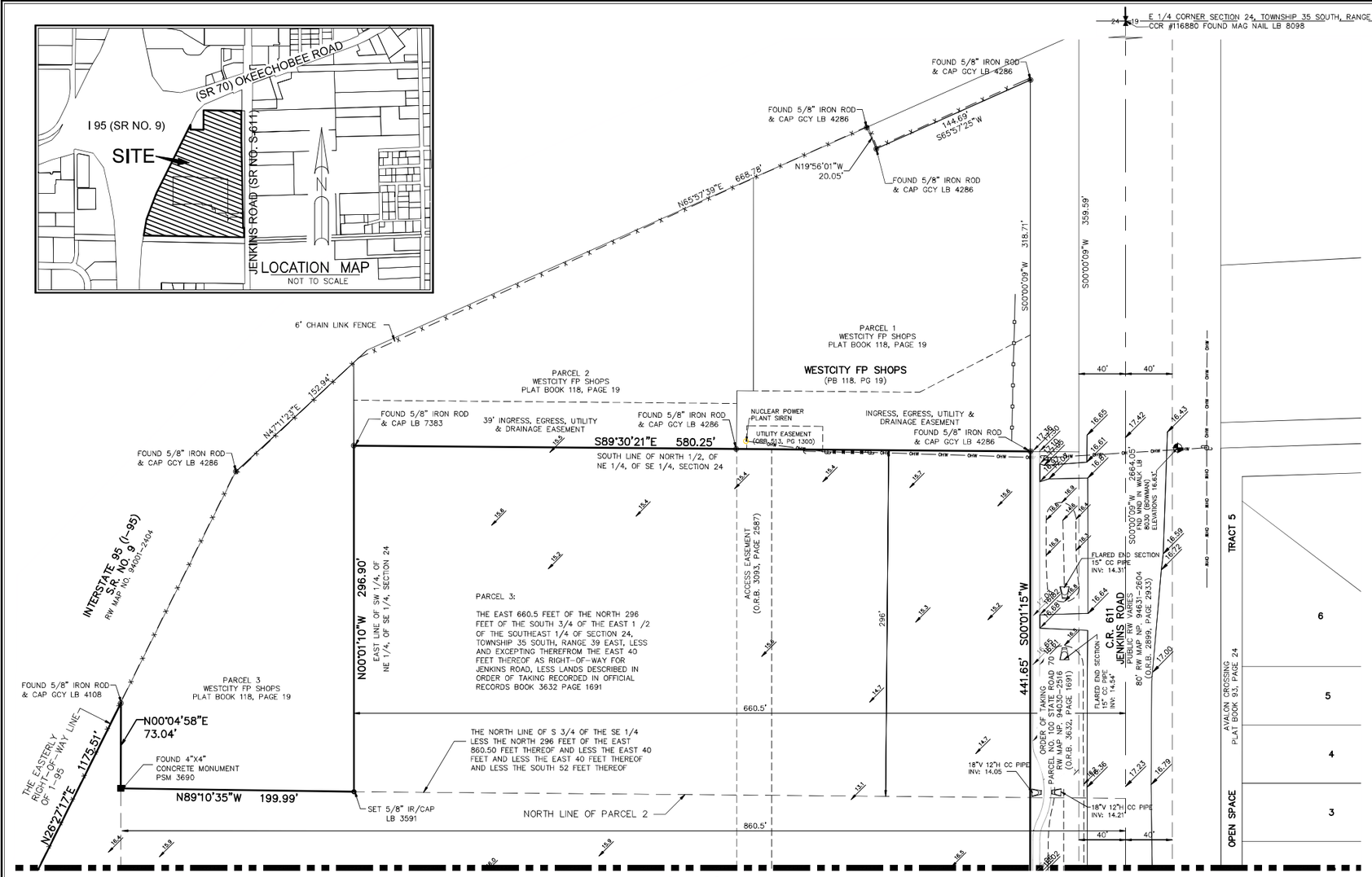
Print Name Michelle Lee Suarez

Notary Public-State of North Carolina

My Commission Expires November 26, 2024

MICHELLE LEE SUAREZ
NOTARY PUBLIC
Mecklenburg County
North Carolina
My Commission Expires Nov. 26, 2024

24



NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 50 FEET

THE FOLLOWING IS A PARTIAL LIST OF NUMBERED EXCEPTIONS WHICH CORRESPOND TO THE NUMBERED EXCEPTIONS CONTAINED IN SCHEDULE B, PART II OF EXCEPTIONS OF THE FIDELITY NATIONAL TITLE INSURANCE COMPANY COMMITMENT FOR TITLE INSURANCE HAVING A FILE NUMBER: 522400441GM, WITH AN COMMITMENT DATE OF MAY 23, 2024 @ 5:00 P.M.

SCHEDULE B, PART II EXCEPTIONS

5. Resolution 96-011 recorded February 6, 1996, in Official Records Book 997, Page 2176.
(AFFECTS NOTHING TO PLOT)

6. Ordinance No K-251 recorded March 4, 2004, in Official Records Book 1912, Page 2979.
(AFFECTS, ANNEX INTO THE CITY OF FORT PIERCE)

7. Restrictive Covenants and Access Easement Agreement recorded May 28, 2009, in Official Records Book 3093, Page 2587.
(AFFECTS PLOTTED)

8. Developer's Agreement recorded July 1, 2010, in Official Records Book 3209, Page 1238.
(AFFECTS NOTHING TO PLOT)

9. Rights of tenants occupying all or part of the insured land under unrecorded leases or rental agreements.
(AFFECTS NOTHING TO PLOT)

LEGEND

N.S.L.R.W.C.D. – NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
O.R.B. – OFFICIAL RECORD BOOK
RW – RIGHT-OF-WAY
RCP – REINFORCED CONCRETE PIPE
PB – PLAT BOOK
PG – PAGE
– ANCHOR
– CABLE TV VAULT
– CATCH BASIN
– CONCRETE POWER POLE
– CROSSWALK SIGNAL
– CURB INLET
– HOG OR BARBED WIRE FENCE
– DENOTES FOUND SURVEY ROD & CAP
– DENOTES NAIL & SURVEY DISK
– DRAINAGE MANHOLE
– ELECTRIC HAND HOLE
– ELECTRICAL WIRES OVERHEAD
– FIBER OPTIC BOX
– FIRE HYDRANT
– MAST ARM / TRAFFIC SIGNAL
– LIGHT POLE
– SANITARY MANHOLE
– SEWER VALVE
– TRAFFIC SIGN
– WATER VALVE
– WOOD POWER POLE (UNLESS NOTED)
– EXISTING ELEVATION
– DENOTES 1/4 SECTION CORNER
– DENOTES SECTION CORNER
– SURVEY MARKER/CONTROL POINT
PRM – DENOTES PERMANENT REFERENCE MONUMENT 5/8" IRON ROD WITH CAP STAMPED "C&W PRM LB 3591"
– DENOTES FOUND SURVEY MARKER
– SET 5/8" IR/CAP LB 3591

DESCRIPTION:

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY:
THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

PARCEL 3:

THE EAST 660.5 FEET OF THE NORTH 296 FEET OF THE SOUTH 3/4 OF THE EAST 1 /2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, LESS AND EXCEPTING THEREFROM THE EAST 40 FEET THEREOF AS RIGHT-OF-WAY FOR JENKINS ROAD, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691
ALL LYING AND BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 49.917 ACRES, MORE OR LESS

SURVEY NOTES:

1. LAST DATE OF FIELD DATA ACQUISITION FOR THIS SURVEY IS JULY 12, 2024.
2. THIS SURVEY MAP AND REPORT OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
3. ALL MEASUREMENTS ARE IN ACCORDANCE WITH THE UNITED STATES STANDARD FEET.
4. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. LANDS SHOWN HEREON WERE ABSTRACTED BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT FILE NUMBER: 522400441GM, EFFECTIVE DATE MAY 23, 2024 AT 5:00 P.M. AND ALL PLOTTABLE EXCEPTIONS ARE SHOWN HEREON.
6. THE DESCRIPTION OF THE LAND CONTAINED IN THIS SURVEY IS PER EXHIBIT "A" OF THE TITLE COMMITMENT REFERENCED ABOVE.
7. BEARINGS SHOWN HEREON ARE RELATIVE TO A RECORD BEARING OF SOUTH 00°00'09" WEST ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST AS DEPICTED ON STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION MAP, ITEM/SEGMENT NO. 428984-1 STATE PROJECT NO. 94030.2516 STATE ROAD NO. 70 (OKEECHOBEE RD.)
8. SUBJECT PROPERTY FALLS WITHIN ZONE "X", ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM (NFIP) FLOOD INSURANCE RATE MAP (FIRM); COMMUNITY PANEL NO. 12111C0167J, CITY OF FORT PIERCE, ST. LUCIE COUNTY, COMMUNITY NO. 120286 PANEL 0167, SUFFIX J; DATED FEBRUARY 16, 2012.
9. THERE ARE NOT GAPS, GORES OR HIATUSES, THE TRACTS ARE CONTIGUOUS ALONG THEIR BOUNDARIES.

CERTIFIED TO:

PULTE HOME COMPANY, LLC, A MICHIGAN LIMITED LIABILITY COMPANY
FIDELITY NATIONAL TITLE INSURANCE COMPANY

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE ATTACHED BOUNDARY SURVEY OF THE HEREON DESCRIBED PROPERTY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AS SURVEYED UNDER MY DIRECTION ON JULY 12, 2024. I FURTHER CERTIFY THAT THIS BOUNDARY SURVEY MEETS THE STANDARDS OF PRACTICE SET FORTH IN CHAPTER 5J-17.050, 5J-17.051, 5J-17.052, FLORIDA ADMINISTRATIVE CODE, ADOPTED BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS, PURSUANT TO FLORIDA STATUTES 472.027, AS AMMENDED AND CHAPTERS 177.041 AND 177.061, FLORIDA STATUTES.
THE FIELDWORK WAS COMPLETED ON JULY 12, 2024.

RONNIE L. FURNISS
PROFESSIONAL SURVEYOR MAPPER #6272
STATE OF FLORIDA

CAULFIELD AND WHEELER, INC
SURVEYORS – ENGINEERS – PLANNERS
7900 GLADES ROAD, SUITE 100
CERTIFICATION OF AUTHORIZATION NO. LB 3591

REVISIONS	DATE	BY
FILE NAME: 10958-ALTA-BNDY-TOPO.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE 6/20/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10108
SHT.NO. 1
OF 3 SHEETS

SEE SHEET 1

NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 50 FEET

INTERSTATE 95 (I-95)
S.R. NO. 9
RW MAP NO. 94001-2404

THE EASTERLY RIGHT-OF-WAY LINE OF I-95

6' CHAIN LINK FENCE

N26°27'17"E 1175.51'

N20°49'48"E 430.37'

FOUND 5/8" IRON ROD & CAP LB 6852

THE WEST LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF

THE WEST LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF

PARCEL 2:

THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY LINE OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF, AND LESS THE SOUTH 626.36 FEET THEREOF, LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

574.36'

626.36'

860.5'

S00°01'15"W 441.65'

FOUND IRROD ROD & CAP LB 6852

PARCEL NO. 100 OF FLWAY RW MAP NO. 94001-2516 (O.R.B. 3632, PAGE 1691)

SET NAIL AND TIN TAB IN WALK ELEVATIONS 16.85'

AVALON CROSSING
PLAT BOOK 93, PAGE 24

S01°16'14"E 540.52'

CONCRETE MARK

FLARED END SECTION 15" CC PIPE INV: 13.37'

OPEN SPACE

CONCRETE DRIVE

ACCESS EASEMENT
(O.R.B. 3093, PAGE 2587)

S00°00'09"W 2664.05'

FLARED END SECTION 18" CC PIPE INV: 13.23'

(UNPLATTED)
PARCEL ID: 2419-332-0001-000-9
OWNER: ACENCION COVARRUBIAS SANTOYO

C.R. 611
JENKINS ROAD
(PUBLIC WORKS)
80' RW MAP NP. 94631-2604
(O.R.B. 2899, PAGE 2933)

SET NAIL AND TIN TAB IN PAVEMENT ELEVATIONS 16.55'

SET 5/8" IR/CAP LB 3591

FLARED END SECTION 15" CC PIPE INV: 13.35

S00°00'09"W 2664.05'

FLARED END SECTION 15" CC PIPE INV: 13.65'

SCHOOL SPEED LIMIT

FDOT TRAFFIC SIGNAL HH-

FIBER HH-

S01°09'04"E 813.62'

(UNPLATTED)
PARCEL ID: 2419-332-0002-000-6
OWNER: KRONOS LLC

SEE SHEET 3

REVISIONS	DATE	BY
FILE NAME: 10956-ALTA-BNDY-TOPO.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE SURVEYING
7900 GLADES ROAD - SUITE 100
BOCA RATON, FLORIDA 33434
PHONE (561)-392-1991 / FAX (561)-750-1452

ALTA/BOUNDARY & TOPOGRAPHIC SURVEY
PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE 6/20/2024
DRAWN BY RLF
F.B./ PG. ELECT
SCALE AS SHOWN

JOB # 10108
SHT.NO. 2
OF 3 SHEETS

SEE SHEET 2

MATCH LINE "A"

N20°49'48"E
430.37'

(17.23) (15.40) (16.54) (16.59) (17.02) (16.96)

574.36'

626.36'

860.5'

THE WEST LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE SOUTH 52 FEET THEREOF

PARCEL 1:

THE SOUTH 574.36 FEET OF THE FOLLOWING-DESCRIBED PROPERTY: THAT PART OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA, LYING EASTERLY OF THE EASTERLY RIGHT-OF-WAY OF I-95, LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF, AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF. LESS LANDS DESCRIBED IN ORDER OF TAKING RECORDED IN OFFICIAL RECORDS BOOK 3632 PAGE 1691

THE SOUTH LINE OF S 3/4 OF THE SE 1/4 LESS THE NORTH 296 FEET OF THE EAST 860.50 FEET THEREOF AND LESS THE EAST 40 FEET AND LESS THE EAST 40 FEET THEREOF AND LESS THE SOUTH 52 FEET THEREOF

S01°09'04"E
813.62'

PARCEL ID: 2419-333-0001-000-2
OWNER: ST PETER EVANGELICAL LUTHERN
(UNPLATTED)

WATER VALVE
SEWER VALVE

EAST LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
S00°00'09"W 2664.05'

C.R. 611
JENKINS ROAD
(PUBLIC ROAD)
80' RW MAP NP, 94031-2604
(O.R.B. 2899, PAGE 2933)

PARCEL ORDER OF TAKING (PUBLIC ROAD) RW MAP NP. 94030-2516 (O.R.B. 3632, PAGE 1691)

SET NAIL AND TIN TAB IN PAVEMENT ELEVATION 16.12'

SET 5/8" IR/CAP LB 3591

FOUND 5/8" IRON ROD NO ID

N89°59'51"W
13.36'

S00°00'09"W 150.40'

HAND HOLE

FLARED END SECTION
24" CMP PIPE
INV: 12.57'

FOUND 5/8" IRON ROD
NO ID/DISTURBED

SET NAIL AND TIN TAB IN PAVEMENT ELEVATION 15.81'

24" CMP PIPE
INV: 12.35'

CONCRETE PIPE
INV: 8.22'
TOP PIPE: 13.58'

CONCRETE PIPE
INV: 7.91'
TOP PIPE: 13.63'

RIP RAP HEADWALL

RIP RAP HEADWALL

SE CORNER SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST
CCR #104890 CORNER FOUND IRON ROD IN CUT OUT

1540.46'
N88°56'02"W

N88°56'02"W 1540.46'

TOB

TOE

NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT
CANAL NO. 39
CANAL RW

SOUTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST

UNPLATTED PORTION OF SECTION 25, TOWNSHIP 35 SOUTH, RANGE 39 EAST

58'
40'
52'
40'
25
30

NORTH

GRAPHIC SCALE
50 0 25 50 100
(IN FEET)
INTENDED DISPLAY SCALE
1 INCH = 50 FEET

SEE SHEET 2

MATCH LINE "A"

N20°49'48"E 430.37'

THE EASTERLY RIGHT-OF-WAY LINE OF I-95

N09°39'28"E 250.15'

INTERSTATE 95 (I-95)
S.R. NO. 9
RW MAP NO. 94001-2404

FOUND 5/8" IRON ROD NO ID

6' CHAIN LINK FENCE

FOUND 5/8" IRON ROD NO ID

SOUTH LINE OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST

52'
40'
TOB
TOE

NORTH

REVISIONS	DATE	BY
FILE NAME: 10956-ALTA-BNDY-TOPO.dwg		

CAULFIELD & WHEELER, INC.
CIVIL ENGINEERING
LANDSCAPE ARCHITECTURE
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PULTE GROUP
A PORTION OF THE SOUTH 3/4 OF THE SE 1/4 OF SECTION 24, TOWNSHIP 35 SOUTH, RANGE 39 EAST, ST. LUCIE COUNTY, FLORIDA

DATE	6/20/2024
DRAWN BY	RLF
F.B./ PG.	ELECT
SCALE	AS SHOWN

JOB # 10956
SHT.NO. 3
OF 3 SHEETS

KESHAVARZ
& ASSOCIATES
CIVIL ENGINEERING | SURVEYING | CONSULTING

Drainage Statement:

Cornerstone – City of Fort Pierce

Date: September 6, 2024
K&A Project No. 24-1479

Location

The 49.9 acre project site is located on the west side of Jenkins Road south of Okeechobee Road (S.R. 70) and immediately east of Interstate 95 in the City of Fort Pierce (Saint Lucie County) Florida. The project site is located within the South Florida Water Management District (SFWMD) and the North Saint Lucie River Water Control District (NSLRWCD) and will discharge stormwater to the NSLWCD Canal No. 39 located along the south boundary of the property.

FEMA Flood Data

The project site is located within flood zone X based on the current FEMA Flood Insurance Rate Map (FIRM) panel number 12111 C0167J, effective February 16, 2012. Flood zone X is defined as areas of minimal flood hazards. There is not a base flood elevation (BFE) assigned to flood zone X.

Existing Conditions

The project site was previously used for agricultural purposes and contains irrigation/drainage ditches throughout the site. There are two 18" RCP culverts hydraulically connecting the project site the drainage ditch along the west side of Jenkins Road. The ditch along the west side of Jenkins Road runs south and connects to the NSLRWCD Canal No. 39 with a 24" CMP.

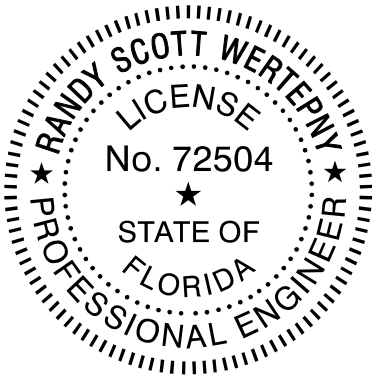
The existing ditches run in the north-south direction and connect to a larger ditch on the south boundary parallel to the NSLRWCD Canal No. 39. The Northeast corner of the property previously contained two residential homes that have been removed.

In 2008, an Environmental Resource Permit with SFWMD was obtained for the project site, SFWMD Permit No. 50-02924-P for the construction of a surface water management system for commercial development; however, this permit expired in 2013.

Proposed Improvements

The proposed project is for the development of a single-family residential community including building, driveways, roads, sidewalks and recreational amenities. The proposed stormwater management system will consist of catch basins and culverts that will direct stormwater runoff into proposed wet detention systems. The proposed detention systems will provide water quality treatment and stormwater attenuation prior to discharging into the NSLRWCD Canal No. 39 through a control structure regulating the volume of discharge. The proposed stormwater management system has been designed to meet the requirements of the SFWMD, NSLRWCD and the City of Fort Pierce.

The post development runoff from the site will be reduced to meet the SFWMD allowable discharge for the project site of 2" per acre per day or 4.19 cfs. Storm sewer mains will be designed to convey the runoff generated from a 5 year – 1 day storm event.



Keshavarz & Associates, Inc.
711 N. Dixie Highway, Suite 201
West Palm Beach, Florida 33401
Certificate of Authorization No. 4897

Randy Wertepny, P.E.
Florida License No. 72504
September 6, 2024

This item has been electronically signed and sealed by Randy Wertepny on the date indicated here using a SHA authentication code. Printed copies of this document are not considered signed and sealed and the SHA authentication code must be verified on any electronic copies.

EW Consultants, Inc.
Natural Resource Management, Wetland, and Environmental Permitting Services

PULTE GROUP

CORNERSTONE

Environmental Assessment Report

Prepared For:

Pulte Group

Prepared By:

EW Consultants, Inc.

August 2024

1000 SE Monterey Commons Boulevard, Suite 208 • Stuart, FL 34996 772-287-8771 • Fax 772-287-2988
www.ewconsultants.com

INTRODUCTION

This Environmental Assessment Report documents and summarizes the natural resource characteristics of the Pulte Group Cornerstone property. The 49.9 +/- acre Cornerstone property is located in Section 24, Township 35 South, Range 39 East within the City of Ft. Pierce, St. Lucie County, Florida. The property is bounded to the north by undeveloped land and a residential home, to the west by I-95 and the State Road 70 interchange, to the south by the NSLRWCD Canal No. 39, and to the east by Jenkins Road.

The site is comprised predominantly of disturbed lands that were previously improved for agricultural use and are now dominated by non-native invasive Brazilian pepper with scattered native trees including laurel oaks, cabbage palms, and wax myrtle. Field observations conducted in June and July of 2024 confirmed the property does not contain any native upland habitat. There is also an area in the western portion of the site that contains wetland characteristics and may, upon review by the South Florida Water Management District, be considered a jurisdictional wetland. The property contains two man-made ditches on site that were constructed for the purpose of providing drainage and irrigation for the former agricultural practices on the property.

SOILS

A Custom Soil Resource Report for the subject property is provided in the Appendix. This report, prepared by the United States Department of Agriculture (USDA) Natural Resource Conservation Service (NRCS) provides descriptions of the soil types within the Cornerstone property along with acreage summaries, soil limitation information, and recommended soil treatments for various proposed land uses.

VEGETATION COMMUNITIES

The following is a summary of the land cover types found on the Cornerstone property site. Land cover classifications were mapped based on the Florida Land Use, Cover and Forms Classification System (FLUCFCS) developed by the Florida Department of Transportation. Field reconnaissance and aerial photograph interpretation were employed in the mapping effort of the land cover types on the subject property.

The vegetative community descriptions include general discussions of potential wildlife habitat provided by the various resources available in those communities. Detailed observations and occurrences of wildlife are discussed in subsequent sections. Application of categories described as wetlands and ditches provides an approximation of the wetland areas or ditch classifications that remain subject to verification by SFWMD and, under current circumstances, the U.S. Army Corps of Engineers (USACE) for Section 404 purposes.

The FLUCFCS classifications observed on the site are described below. A land cover map of the observed community types is included in the Appendix of this report. The communities observed on the property are described as follows:

191 – Undeveloped Land Within Urban Areas –

This land cover is located within the northern and western portions of the property. The vegetation assemblage within these areas is dominated by non-native invasive species, ruderal weeds, and non-native pasture grasses. Vegetation includes Brazilian pepper, Australian pine, guava, smut grass, cogon grass, guinea grass, Caesar weed, and castor bean. Scattered occurrences of native laurel oak, slash pine, cabbage palm, and wax myrtle are also present.

510 – Ditches –

The property contains two man-made ditches that were created in support of the former agricultural practices on the property. The northern of the two ditches is shallow and is vegetated predominantly with non-native invasive species including torpedo grass, limpo grass, Peruvian primrose willow, and Caesar weed. Scattered occurrences of native species including broomsedge, spadeleaf and pennywort are also present. The southern ditch, located near the southern property boundary is a deep, steep sided ditch that contains scattered occurrences of non-native invasive Peruvian primrose willow and native Carolina willow.

643 – Wet Prairie –

There is one area located near the western property boundary that meets the criteria to be considered a wet prairie wetland. Vegetative cover in this area includes native grape vine, Virginia chain fern, and broomsedge, and non-native invasive old-world climbing fern and Peruvian primrose willow.

740 – Disturbed Lands –

This is the predominant land cover type on the subject property, and was previously improved for agricultural use. The vegetation assemblage is currently dominated by non-native invasive Brazilian pepper with scattered occurrences of native laurel oak, cabbage palm, and wax myrtle.

WILDLIFE

Wildlife Observations –

During field reconnaissance conducted for the preparation of this environmental assessment, observations were made for wildlife presence and indicators of utilization. Field observations conducted in June and July 2024 include a variety of common avian species present within the property including mourning dove, American crow, boat-tail grackle, northern mockingbird, and cattle egret. Reptile species observed include Cuban anole and a black racer snake. Indicators of the occurrence of mammals (scat, tracks, or other physical indicators) included raccoon, armadillo, coyote, feral hog, and rodents.

Listed Species and Evaluation –

The survey methodologies used for determining the status of state and/or federally listed wildlife species occurrence on the site followed generally accepted protocols as specified in state and Federal guidance documents. The geographic range of the property and its associated habitats, vegetative cover types, and natural or disturbed status were the primary considerations in assessing potential occurrence of listed species.

Pedestrian and vehicular surveys were employed to assess relative habitat quality and wildlife utilization. In addition, the protected species evaluations and survey methodologies have been, and will continue to be, addressed on a species-specific basis in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) and U.S. Fish and Wildlife Service (USFWS) protocols and techniques relative to the species under consideration.

The state and/or federally listed wildlife species known or expected to occur on the subject site is summarized in the following table. Likelihood of occurrence has been indicated based on species-specific evaluations and best professional judgement and noted as either observed during site review or likelihood of occurrence as high, medium, or low.

Table 1. Known and Potentially Occurring Listed Faunal Species

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
					State/Federal
American alligator	*Alligator mississippiensis*	Wetland and aquatic habitat	Pedestrian and vehicular transects	M	FT/SA
Audubon's crested caracara	*Caracara cheriway*	Dry prairie, open rangeland	Pedestrian and vehicular transects	L	FT
Bald eagle	*Haliaeetus leucocephalus*	Nest in tall trees (usually pine) near coasts, rivers, lakes and wetlands	Pedestrian and vehicular transects	L	No longer listed Nest trees protected

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Eastern indigo snake	*Drymarchon corais couperi*	A diversity of upland/low land habitat	Pedestrian and vehicular transects	L	FT
Florida bonneted bat	*Eumops floridanus*	A diversity of forested habitats	Acoustic and roost surveys	L	FE
Florida burrowing owl	*Athene cunicularia*	Sandhills, ruderal communities, dry prairies	Pedestrian and vehicular transects	L	ST
Florida pine snake	*Pituophis melanoleucus mugitus*	Well drained sandy soils, moderate to open pine canopy	Pedestrian and vehicular transects	L	ST
Florida sandhill crane	*Grus canadensis pratensis*	Breed in emergent palustrine wetlands; forage in pastures/prairies	Pedestrian and vehicular transects; aerial nest survey	L	ST
Florida scrub-jay	*Aphelocoma coerulescens*	Xeric oak scrub and scrubby flatwoods on sandy ridges and dunes	Pedestrian and vehicular transects	L	FT
Gopher tortoise	*Gopherus polyphemus*	Sandhills, xeric oak scrub, sand pine scrub, scrubby flatwoods; agricultural lands	Burrow survey 100% of suitable habitat	M	ST
Little blue heron	*Egretta caerulea*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Red-cockaded woodpecker	*Picoides borealis*	Mature pine woodlands	Pedestrian and vehicular transects	L	FE
Reddish egret	*Egretta rufescens*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	L	ST
Roseate spoonbill	*Ajaia ajaja*	Breeding: marshes, swamps, ponds, estuaries, rivers; nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Southeast American kestrel	*Falco sparverius paulus*	Sandhill and open rangeland nest in cavities of dead trees and	Pedestrian and vehicular transects	L	ST

Common Name	Scientific Name	Preferred Habitat	Sampling Method	Occurrence*	Listed Status
Tricolored heron	*Egretta tricolor*	Breeding: marshes, swamps, ponds, nest in shrubs and small trees	Pedestrian and vehicular transects	M	ST
Wood stork	*Mycteria americana*	Estuarine or freshwater wetlands; nest in tops of trees in cypress or mangrove swamps	Pedestrian and vehicular transects	M	FT

O* = Observed; [1] Observed transient ; [2] Observed nesting and/or resident
Probability of Occurrence: H= High; M= Medium; L= Low;

FE = Federally-designated Endangered; FT = Federally-designated Threatened; FXN = Federally-designated Threatened Nonessential Experimental Population; FT(S/A) = Federally-designated Threatened species due to similarity of appearance; ST = State-designated Threatened; SSC = State Species of Special Concern

The American alligator is listed as Federally Threatened due to similarity of appearance with the American crocodile. Alligators are relatively common throughout the region in wetland and aquatic systems. Although none were observed during the field reconnaissance for this environmental assessment, there is a moderate potential for alligators to occur within the on-site ditches.

The subject site is within the consultation area of Audubon's crested caracara. The subject site; however, does not contain suitable nesting or foraging habitat and no crested caracara or caracara nests were observed during site reconnaissance conducted in June and July of 2024.

Bald eagles, while no longer listed, remain protected under the Bald and Golden Eagle Protection Act. The property does not contain any suitable nesting or foraging habitat for bald eagles and no bald eagles or bald eagle nests were observed on site.

A reptile species that was not observed but has potential to occur on the site is the federally threatened eastern indigo snake. The eastern indigo snake is a secretive species that ranges widely over a diversity of upland and wetland habitats, and is known to occur in the region. Standardized and specific construction awareness and notification procedures will be implemented for the protection of this species during site development.

The Florida bonneted bat is listed as endangered by the U.S. Fish and Wildlife Service (USFWS). This species preferred habitat for roosting and nesting includes a variety of forested habitats and man-made structures. The property is located outside of the designated consultation area for this species, thus its potential for occurrence is considered low.

The Florida burrowing owl is a small ground-dwelling owl often found in open fields with little to no tree canopy coverage, where it spends most of its time on the ground, perching on dirt mounts, fence posts, or short shrubs. The site does not contain suitable habitat for burrowing owls, thus there is a low potential for this species to occur. No burrowing owls or burrowing owl burrows were observed on the property.

The Florida pine snake inhabits areas that feature well-drained sandy soils with moderate to open canopy. According to the FFWCC publicly available database, the subject site is located within the distribution area for this species. The property does not contain any suitable habitat for this species, thus the potential for this species to occur is considered low and no Florida pine snakes were observed during field reconnaissance.

No Florida sandhill crane nests were observed on the site; however, this species is relatively common within the region. The preferred nesting habitat for sandhill cranes is freshwater herbaceous marsh wetland which does not occur on site and no sandhill cranes or sandhill crane nests were observed during field reconnaissance.

The Florida scrub-jay is a Federally threatened species that inhabits xeric oak and scrubby flatwoods habitats along sandy ridges and dunes. The subject property does not contain any suitable habitat for this species and no Florida scrub-jays were observed or heard during field reconnaissance.

In July 2024, a representative habitat survey was conducted by Jason Hahner (Licensed Gopher Tortoise Agent #GTA-14-00024H) in order to identify any occurrence of gopher tortoises, their burrows, or indicators of their presence. The habitat survey was conducted in accordance with Florida Fish and Wildlife Conservation Commission (FFWCC) *Gopher Tortoise Permitting Guidelines* (revised April 2023).

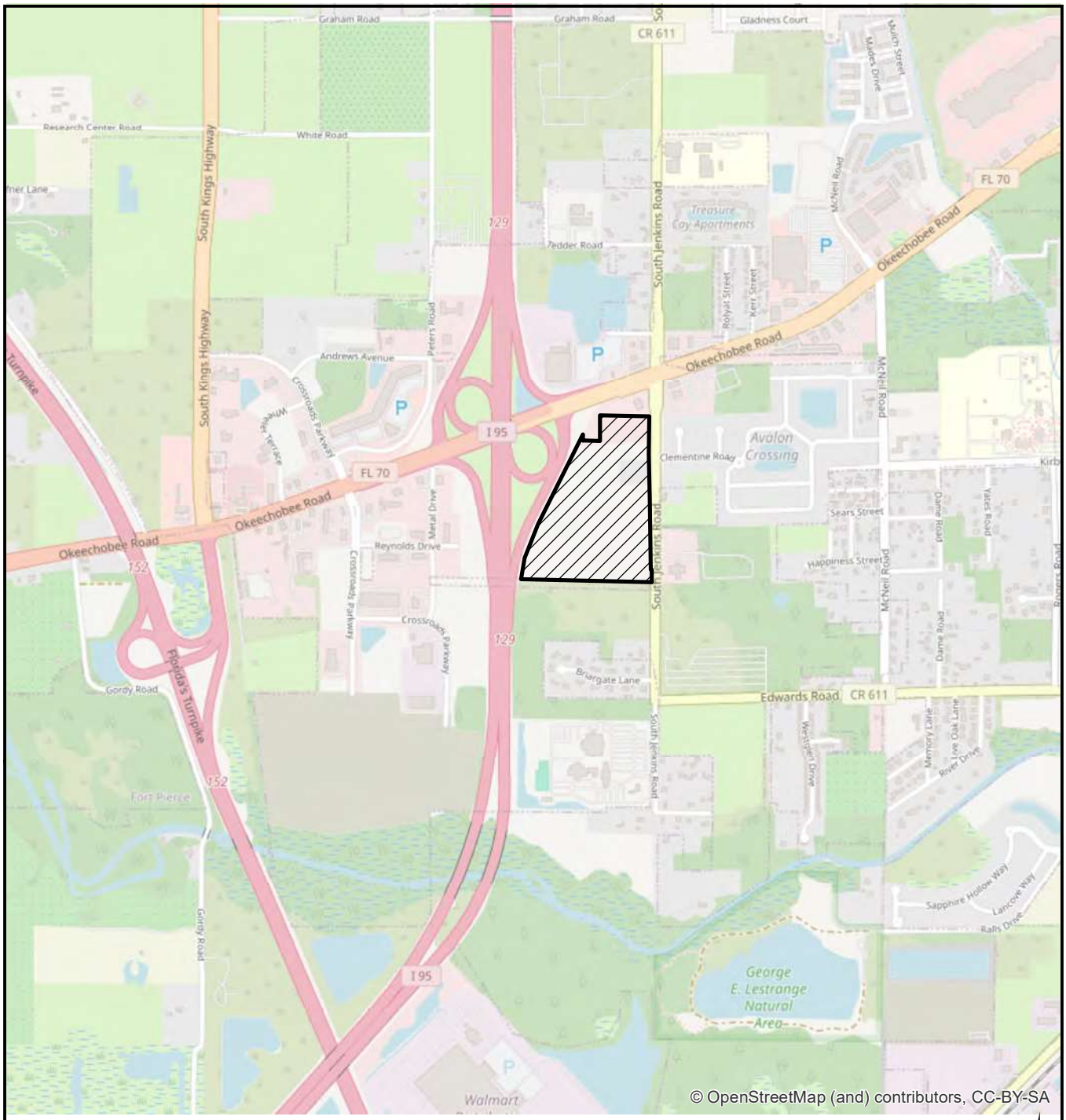
There were no gopher tortoises, potentially occupied gopher tortoise burrows, or other indicators of the presence of gopher tortoises observed on the property during field reconnaissance and the representative habitat survey conducted in July 2024. In accordance with FFWCC gopher tortoise permitting guidelines, prior to any land clearing or site work, a 100% habitat survey for this species must be completed. A gopher tortoise relocation permit will need to be obtained through FFWCC for any gopher tortoise burrows that cannot be avoided from impacts by a radius of at least 25 feet from a burrow's entrance.

The presence of surface water (ditches) and a wet prairie wetland indicates a moderate potential for occurrence of State-designated threatened wading bird species including the little blue heron, tricolored heron, and roseate spoonbill, and the Federally-designated threatened wood stork. The property does not contain suitable nesting habitat for any of these species and no such nesting activity was observed. Therefore, any occurrence of these wading bird species on the property would be for the purpose of transient foraging.

WETLANDS AND WATERBODIES

Preliminary field evaluation has identified an area within the property boundaries that may be considered state-jurisdictional wetlands. However, this opinion has not yet been verified by the South Florida Water Management District (SFWMD) for the proposed project. The review of the SFWMD online e-permitting database for publicly available permitting files revealed that a permit (permit 56-02924-P) authorizing construction and operation of a surface water management system on the subject property was previously issued by SFWMD on August 16, 2013. The previously issued permit includes a statement that no wetlands were present on the property at the time of permit issuance. A site review with SFWMD staff to verify whether wetlands are present, and the extent of any wetlands identified will be required upon submittal of a new Environmental Resource Permit (ERP) application.

APPENDIX



LEGEND

▨ - SITE (49.9+/- AC)

CORNERSTONE
LOCATION MAP

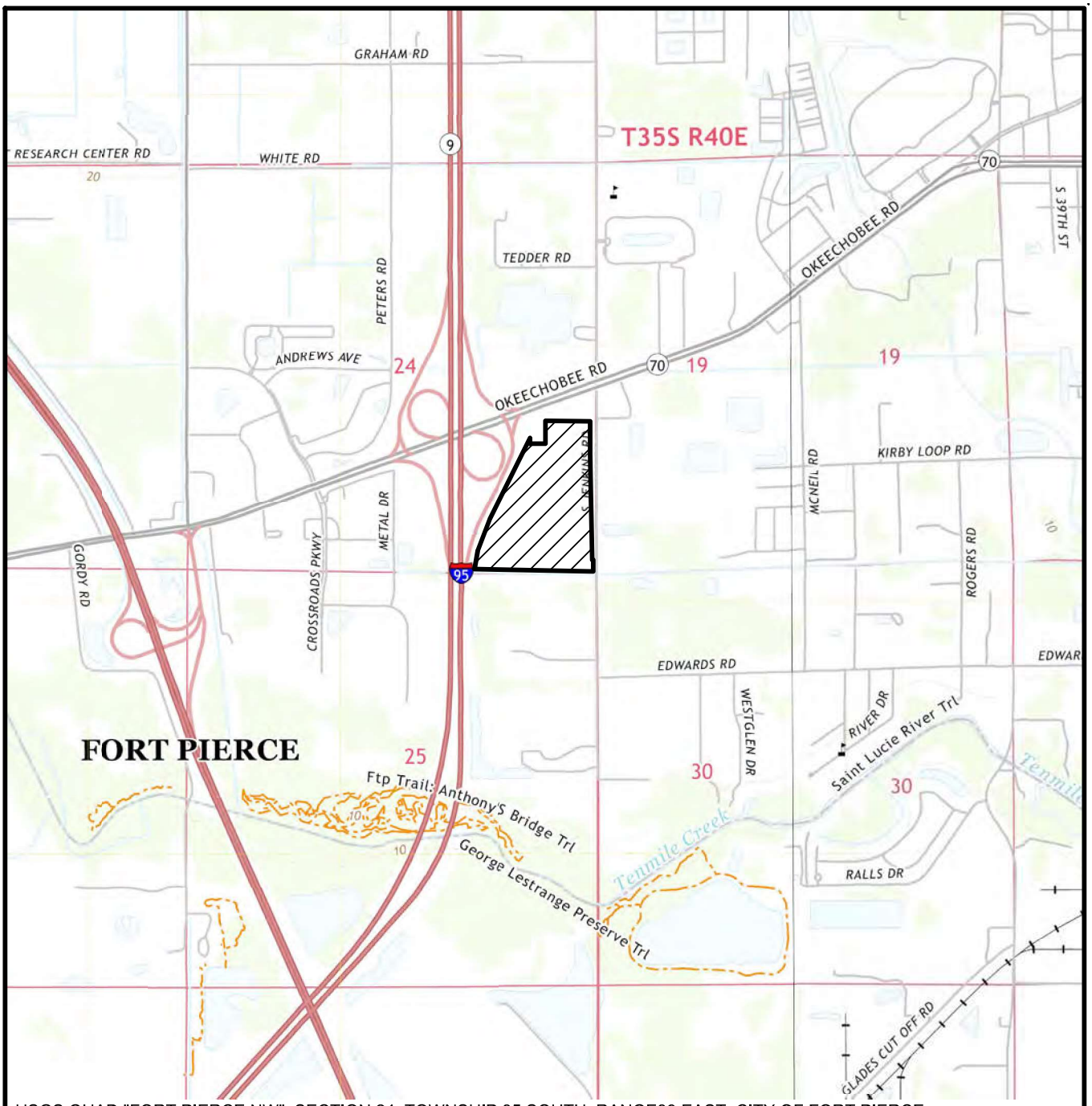
EW CONSULTANTS, INC.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

AUG 2024

FIGURE

1



USGS QUAD "FORT PIERCE NW", SECTION 24, TOWNSHIP 35 SOUTH, RANGE39 EAST, CITY OF FORT PIERCE, ST. LUCIE COUNTY, FLORIDA, LATITUDE 27d°04'47" LONGITUDE -80°23'06"

LEGEND

▨ - SITE (49.9± AC)

0 2000

SCALE IN FEET

CORNERSTONE

QUAD

EW CONSULTANTS, INC.

EW Consultants, Inc.

1000 SE Monterey Commons Blvd., Suite 208
Stuart, FL 34996
772-287-8771 Fax 772-287-2988
www.ewconsultants.com

AUG 2024

FIGURE

2

Cornerstone.dwg QUAD

FDOT AERIALS DATED 2024

0 600
SCALE IN FEET

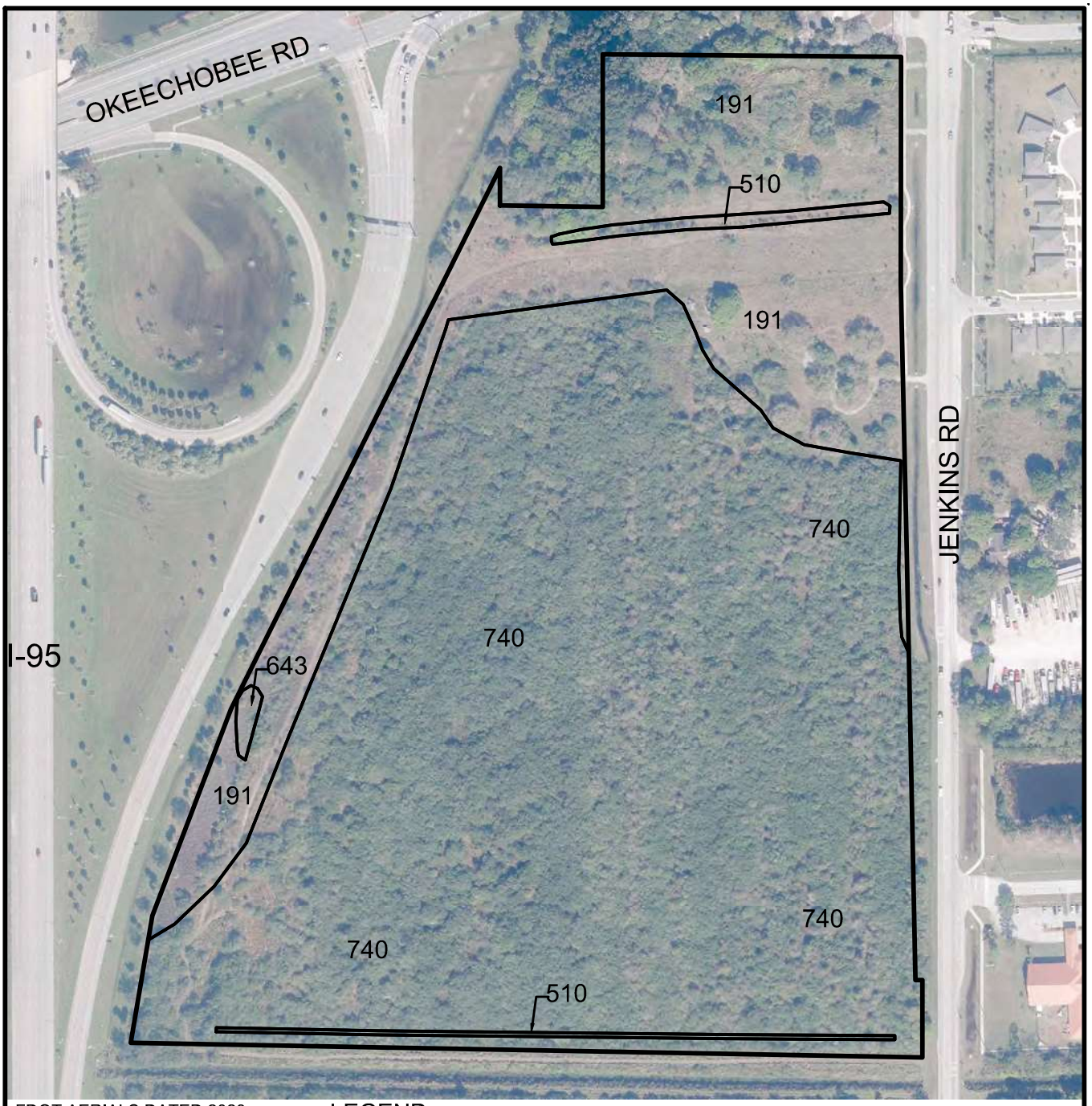
CORNERSTONE
AERIAL

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

AUG 2024

FIGURE
3

Cornerstone.dwg AERIAL



FDOT AERIALS DATED 2023

LEGEND

191 - UNDEVELOPED LAND WITHIN URBAN AREAS (12.4± AC)
510 - DITCH (0.6± AC)
643 - WET PRAIRIE (0.1± AC)
740 - DISTURBED LANDS (36.8± AC)
TOTAL SITE (49.9± AC)

0 300
SCALE IN FEET

CORNERSTONE

FLUCFCS

EW CONSULTANTS, INC.
1000 SE MONTEREY COMMONS BLVD., SUITE 208
STUART, FL 34996
772-287-8771 FAX 772-287-2988
WWW.EWCONSULTANTS.COM

AUG 2024

FIGURE
4

Cornerstone.dwg FLUCFCS

Soil Map—St. Lucie County, Florida
(CORNERSTONE)

Map Scale: 1:3,630 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 50 100 200 300

Feet
0 150 300 600 900

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 17N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: St. Lucie County, Florida
Survey Area Data: Version 17, Sep 6, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 18, 2022—Jan 30, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farmton sands	0.9	1.8%
25	Nettles and Oldsmar sands	49.0	98.2%
Totals for Area of Interest		**49.9**	**100.0%**

EDWIN M. FRY, Jr., CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 2988687 OR BOOK 2736 PAGE 1681, Recorded 01/09/2007 at 01:11 PM
Doc Tax: $175000.00

This Instrument Prepared By:
Record and return to:
David M. Shaw, Esquire
HAILE, SHAW & PFAFFENBERGER, P.A.
660 U.S. Highway One, Third Floor
North Palm Beach, Florida 33408

Tax Folio Nos. 2324-413-0000-000/9
2324-414-0000-000/2
2324-413-0001-000/2

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED, dated this 5th day of January, 2007, between FP LAND, LTD., a Florida limited partnership, with an address of 599 NW 82nd Avenue, Plantation, Florida 33324, hereinafter called the Grantor, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns, and CORNERSTONE FORT PIERCE DEVELOPMENT, LLC, a Delaware limited liability company, with an address of c/o Cornerstone Real Estate Advisers, LLC, 180 Glastonbury Boulevard, Suite 401, Glastonbury, Connecticut 06033, and whose Taxpayer Identification Number is 56-2630592, hereinafter called the Grantee, which term shall include when used herein, wherever the context so requires or admits, its successors and assigns.

WITNESSETH:

That for the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto the said Grantee all that certain piece of property and tract of land situate in the County of St. Lucie and State of Florida, described on Exhibit "A" attached hereto as a part hereof.

TOGETHER WITH all improvements thereon and rights, benefits, easements, appurtenances and hereditaments thereto appertaining.

SUBJECT HOWEVER to those matters designated on Exhibit "B" hereto, the provisions of which are not reimposed hereby.

TO HAVE AND TO HOLD IN FEE SIMPLE FOREVER.

Grantor does hereby specially warrant the title to the Property, subject only to those matters set forth herein, and will defend same against the lawful claims of all persons claiming by, through or under Grantor, but no other.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed the day and year aforesaid.

WITNESSES:

Name: Jill Calnan

Name: Joanne Shute

SELLER:

FP LAND, LTD., a Florida limited partnership

By: FP Land, LLC, a Florida limited liability company, its general partner

By: _____
Name: Kenneth H. Simigran
Title: Manager

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

The foregoing instrument was acknowledged before me this 3 day of January, 2006, by Kenneth H. Simigran, a Manager of FP Land, LLC, a Florida limited liability company, general partner of FP Land, Ltd., a Florida limited partnership, on behalf of the limited partnership, he is personally known to me or has produced _____ as identification.

JILL CALNAN
Comm# DD0608961
Expires 12/22/2010
Florida Notary Assn., Inc

[SEAL]

_____
Notary Public

Jill Calnan
Printed name of notary

My Commission Expires: 12/22/2010

EXHIBIT A

TO

SPECIAL WARRANTY DEED

Description of Land

Parcel 1:

The South 574.36 feet of the following-described property:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof and LESS the South 52 feet thereof.

Parcel 2:

That part of the South 3/4 of the SE 1/4 of Section 24, Township 35 South, Range 39 East, St. Lucie County, Florida, lying easterly of the easterly right-of-way line of I-95, LESS the North 296 feet of the East 860.50 feet thereof, and LESS the East 40 feet thereof, and LESS the South 626.36 feet thereof.

Parcel 3:

The East 660.5 feet of the North 296 feet of the South 3/4 of the East 1/2 of the Southeast 1/4 of Section 24, Township 35 South, Range 39 East, LESS AND EXCEPTING THEREFROM the East 40 feet thereof as right-of-way for Jenkins Road, all lying and being in St. Lucie County, Florida.

EXHIBIT B

TO

SPECIAL WARRANTY DEED

Permitted Exceptions

1. Taxes and assessments for the year 2007 and subsequent years, which are not yet due and payable.

2. Resolution No. 96-101 of the Board of County Commissioners of St. Lucie County, Florida, recorded in Official Records book 997, Page 2176.

3. Ordinances No. K-251 and No. K-261 of the City Commission of the City of Fort Pierce, recorded in Official Records Book 1948, Page 1790, respectively.

4. Right of way of Jenkins Road.

5. Matters as disclosed on that certain survey prepared by Manucy Land Surveyors, Inc., dated September 22, 2006, as Order No. 150-608, which discloses, among other matters, the following encroachments:

   a. by a 6-foot chain link fence onto adjoining property along the westerly property line of the subject property;

   b. by mail boxes, asphalt drives, a sign, a dirt drive, and wood poles at the northeasterly corner of the subject property;

   c. by a concrete drive and a dirt drive along the East property line; and

   d. by irrigation ditches onto adjoining property along the South property line.

DISTRICT PLANNING GROUP

Historical Report

Cornerstone by Pulte

PID 2324-413-0000-000-9 & 2324-431-0001-000-2

There are no known historical resources present on the subject property.

Leslie Olson, AICP

Principal

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 2721 S JENKINS RD
Sec/Town/Range: 24/35S/39E
Parcel ID: 2324-413-0000-000-9
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 14293
Map ID: 23/24S
Zoning: General Co

Ownership

Cornerstone Fort Pierce Dev

c/o ECHO Real Estate Services Company
560 Epsilon Dr
Pittsburgh, PA 15238

Legal Description

24 35 39 THAT PART OF S 3/4 OF SE 1/4 LYG ELY OF ELY RD R/W LI OF I-95 R/W-LESS W 200 FT OF N 296 FT OF E 860.50 FT AND LESS E 40 FT AND LESS THAT PART MPDAF: FROM SE COR OF SEC RUN N 00 00 08 E ALG E SEC LI 357.69 FT,TH N 89 59 52 W 60 FT TO POB AND CURVE CONC SW,R OF 38 FT,TH WLY ALG ARC 19.90 FT,TH N 89 59 52 W 161.61 FT TO CURVE CONC SE,R OF 58 FT,TH SWLY ALG ARC 91.11 FT,TH N 00 00 08 E 89.67 FT,TH N 89 59 52 W 28.66 FT,TH N 00 00 08 E 29.98 FT,TH N 89 59 52 W 165.18 FT,TH N 00 00 08 E 19 FT,TH N 00 04 56 W 26 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 49.34 FT,TH N 00 00 08 E 19 FT,TH N 16 29 09 W 27.12 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 144.34 FT,TH N 00 00 08 E 15.15 FT,TH N 89 59 52 W 264.77 FT,TH S 00 03 41 W 7.67 FT,TH N 89 59 52 W 187.24 FT TO CURVE CONC W,R OF 298 FT,TH NLY ALG ARC 44.08 FT,TH N 00 00 08 E 383.90 FT,TH S 89 59 52 E 340.07 FT,TH S 00 00 08 W 8.79 FT,TH S 89 59 52 E 45.75 FT,TH S 00 00 08 W 12.20 FT,TH S 89 59 52 E 351.62 FT,TH S 00 00 08 W 19 FT,TH S 89 59 52 E 106.57 FT,TH S 00 00 08 W 491.62 FT TO CURVE CONC NE,R OF 38 FT,TH SELY ALG ARC 59.69 FT,TH S 89 59 52 E 109.98 FT,TH N 74 48 27 E 72.12 FT TO CURVE CONC NW,R OF 38 FT,TH NELY ALG ARC 26.17 FT,TH S 00 00 08 W 94.03 FT TO POB- (42.053 AC) (OR 2736-1681)

Current Values

Just/Market Value:	$3,606,400
Assessed Value:	$3,324,769
Exemptions:	$0
Taxable Value:	$3,324,769

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):	42.05
Land Size (SF):	1,831,829

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jan 5, 2007	2736 / 1681	XX02	SPWD	FP Land Ltd	$25,000,000
Mar 30, 2006	2528 / 2870	XX01	SPWD	NSLWCD	$1,700,000
Oct 1, 1987	0561 / 0810	XX01	CV		$355,000
Oct 1, 1987	0561 / 0810	XX00	CV		$355,000
Mar 1, 1979	0304 / 2145	XX00	CV		$150,000
Aug 1, 1976	0255 / 2359	XX00	CV		$135,000

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$3,606,400
Just/Market:	$3,606,400
Ag Credit:	$0
Save Our Homes or 10% Cap:	$281,631
Assessed:	$3,324,769
Exemption(s):	$0
Taxable:	$3,324,769

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	0041	116	Fort Pierce Stormwater Charge	$8,004.00
2013	0054	42.05301	North St. Lucie Water Management District	$1,009.27

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$3,606,400	$3,324,769	$0	$3,324,769
2022	$3,606,400	$3,022,518	$0	$3,022,518
2021	$2,747,744	$2,747,744	$0	$2,747,744
2020	$2,747,744	$2,747,744	$0	$2,747,744

Permits

Number	Issue Date	Description	Amount	Fee
RF20052017	May 27, 2005	Roof	$5,970	$60

BP18-0949	Apr 19, 2018	Demolition	$69,000	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: S JENKINS RD
Sec/Town/Range: 24/35S/39E
Parcel ID: 2324-431-0001-000-2
Jurisdiction: Fort Pierce

Use Type: 1000
Account #: 138925
Map ID: 23/24S
Zoning: General Co

Ownership

Cornerstone Fort Pierce Dev

c/o ECHO Real Estate Services Company
560 Epsilon Dr
Pittsburgh, PA 15238

Legal Description

24 35 39 THAT PART OF SEC MPDAF: FROM SE COR OF SEC RUN N 00 00 08 E ALG E SEC LI 357.69 FT,TH N 89 59 52 W 60 FT TO POB AND CURVE CONC SW,R OF 38 FT,TH WLY ALG ARC 19.90 FT,TH N 89 59 52 W 161.61 FT TO CURVE CONC SE,R OF 58 FT,TH SWLY ALG ARC 91.11 FT,TH N 00 00 08 E 89.67 FT,TH N 89 59 52 W 28.66 FT,TH N 00 00 08 E 29.98 FT,TH N 89 59 52 W 165.18 FT,TH N 00 00 08 E 19 FT,TH N 00 04 56 W 26 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 49.34 FT,TH N 00 00 08 E 19 FT,TH N 16 29 09 W 27.12 FT,TH N 00 00 08 E 19 FT,TH N 89 59 52 W 144.34 FT,TH N 00 00 08 E 15.15 FT,TH N 89 59 52 W 264.77 FT,TH S 00 03 41 W 7.67 FT,TH N 89 59 52 W 187.24 FT TO CURVE CONC W,R OF 298 FT,TH NLY ALG ARC 44.08 FT,TH N 00 00 08 E 383.90 FT,TH S 89 59 52 E 340.07 FT,TH S 00 00 08 W 8.79 FT,TH S 89 59 52 E 45.75 FT,TH S 00 00 08 W 12.20 FT,TH S 89 59 52 E 351.62 FT,TH S 00 00 08 W 19 FT,TH S 89 59 52 E 106.57 FT,TH S 00 00 08 W 491.62 FT TO CURVE CONC NE,R OF 38 FT,TH SELY ALG ARC 59.69 FT,TH S 89 59 52 E 109.98 FT,TH N 74 48 27 E 72.12 FT TO CURVE CONC NW,R OF 38 FT,TH NELY ALG ARC 26.17 FT,TH S 00 00 08 W 94.03 FT TO POB (9.057 AC) (OR 2736-1681)

Current Values

Just/Market Value:	$828,500
Assessed Value:	$716,082
Exemptions:	$0
Taxable Value:	$716,082

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):	9.06
Land Size (SF):	394,536

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Jan 5, 2007	2736 / 1681	XX02	SPWD	FP Land Ltd	$25,000,000
Jun 17, 2005	2279 / 0933	XX01	WD	Fort Pierce Properties LLC,	$9,785,000
Nov 18, 2003	1849 / 1189	XX00	WD	Twenty Six Associates, LLC.	$2,400,000
Jun 16, 2003	1738 / 1793	XX00	TRUST	Brisben William O	$1,441,500
Jul 3, 2001	1410 / 2288	XX00	WD	Thomas Jr Roy P	$450,000
May 31, 1996	1027 / 2012	XX01	PRDEED	Thomas Myrtle L	$100

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:
Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building:	$0
Land:	$828,500
Just/Market:	$828,500
Ag Credit:	$0
Save Our Homes or 10% Cap:	$112,418
Assessed:	$716,082
Exemption(s):	$0
Taxable:	$716,082

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	0041	24.7	Fort Pierce Stormwater Charge	$1,704.30
2013	0054	9.0573	North St. Lucie Water Management District	$217.38

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2023	$828,500	$716,082	$0	$716,082
2022	$828,500	$650,984	$0	$650,984
2021	$591,804	$591,804	$0	$591,804
2020	$591,804	$591,804	$0	$591,804

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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O'ROURKE
ENGINEERING & PLANNING
ATMC Company

September 3, 2024

To: Aimee Carlson

From: Susan O'Rourke

Re: Cornerstone Site

O'Rourke Engineering & Planning (O'REP) is pleased to provide a land use plan amendment analysis of the 51.11 acre planned development to be located west of Jenkins Road and south of Okeechobee Road in Fort Pierce, St Lucie County, Florida. The project site plan and location are provided in **Attachment A**.

Existing Land Use Description

The existing land use is categorized as General Commercial. This land use allows for a maximum of either 15 dwelling units per acre or a 1.0 floor area ratio (FAR). With the site consisting of 51.11 acres, 1.0 FAR allows for 2,226,351 square feet of commercial space and a trip generation of 45,436 daily trips, 1,027 AM peak hour trips with 687 entering and 340 exiting and 3,742 PM peak hour trips with 1,766 entering and 1,976 exiting. The existing trip generation is shown in **Table 1a, 1b, and 1c**.

Proposed Land Use Description

The future land use is proposed to be classified as Residential Medium with a Planned Development zoning. The land use allows for a maximum of 12 dwelling units per acre. With the site consisting of 51.11 acres, the maximum proposed land use allows for 613 dwelling units and has a trip generation of 5,350 daily trips, 388 AM peak hour trips with 97 entering and 291 exiting and 546 PM peak hour trips with 344 entering and 202 exiting. The proposed trip generation is shown in **Table 2a, 2b, 2c**.

Conclusion

The proposed land use will result in a decrease in trips and therefore further analysis of the land use change is not required.

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 3725 SE Ocean Boulevard Suite 201 Stuart, Florida 34996 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 9/3/2024 License #: 42684

Table 1 - Trip Generation - Existing General Commercial

Table 1a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Shopping Center (>150k)	820	2,226,351	Sft	T = 26.11(X) + 5863.73	50%	50%	31,997	31,997	63,994	-	-	-	0.0%	31,997	31,997	63,994	9,279	9,279	18,558	29.0%	22,718	22,718	45,436
TOTALS							**31,997**	**31,997**	**63,994**	**-**	**-**	**-**	**0.0%**	**31,997**	**31,997**	**63,994**	**9,279**	**9,279**	**18,558**	**29.0%**	**22,718**	**22,718**	**45,436**

Source: ITE 11th Edition Trip Generation Rates

Table 1b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Shopping Center (>150k)	820	2,226,351	Sft	T = 0.59(X) + 133.55	62%	38%	897	550	1,447	-	-	-	0.0%	897	550	1,447	210	210	420	29.0%	687	340	1,027
TOTALS							**897**	**550**	**1,447**	**-**	**-**	**-**	**0.0%**	**897**	**550**	**1,447**	**210**	**210**	**420**	**29.0%**	**687**	**340**	**1,027**

Source: ITE 11th Edition Trip Generation Rates

Table 1c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Shopping Center (>150k)	820	2,226,351	Sft	Ln(T) = 0.72Ln(X) + 3.02	48%	52%	2,530	2,740	5,270	-	-	-	0.0%	2,530	2,740	5,270	764	764	1,528	29.0%	1,766	1,976	3,742
TOTALS							**2,530**	**2,740**	**5,270**	**-**	**-**	**-**	**0.0%**	**2,530**	**2,740**	**5,270**	**764**	**764**	**1,528**	**29.0%**	**1,766**	**1,976**	**3,742**

Source: ITE 11th Edition Trip Generation Rates

Table 2 - Trip Generation - Proposed Residential Medium

Table 2a: Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Single Family Detached	210	613	DU	Ln(T) = 0.92Ln(X) + 2.68	50%	50%	2,675	2,675	5,350	-	-	-	0.0%	2,675	2,675	5,350	-	-	-	0.0%	2,675	2,675	5,350
TOTALS							**2,675**	**2,675**	**5,350**	**-**	**-**	**-**	**0.0%**	**2,675**	**2,675**	**5,350**	**-**	**-**	**-**	**0.0%**	**2,675**	**2,675**	**5,350**

Source: ITE 11th Edition Trip Generation Rates

Table 2b: AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Single Family Detached	210	613	DU	Ln(T) = 0.91Ln(X) + 0.12	25%	75%	97	291	388	-	-	-	0.0%	97	291	388	-	-	-	0.0%	97	291	388
TOTALS							**97**	**291**	**388**	**-**	**-**	**-**	**0.0%**	**97**	**291**	**388**	**-**	**-**	**-**	**0.0%**	**97**	**291**	**388**

Source: ITE 11th Edition Trip Generation Rates

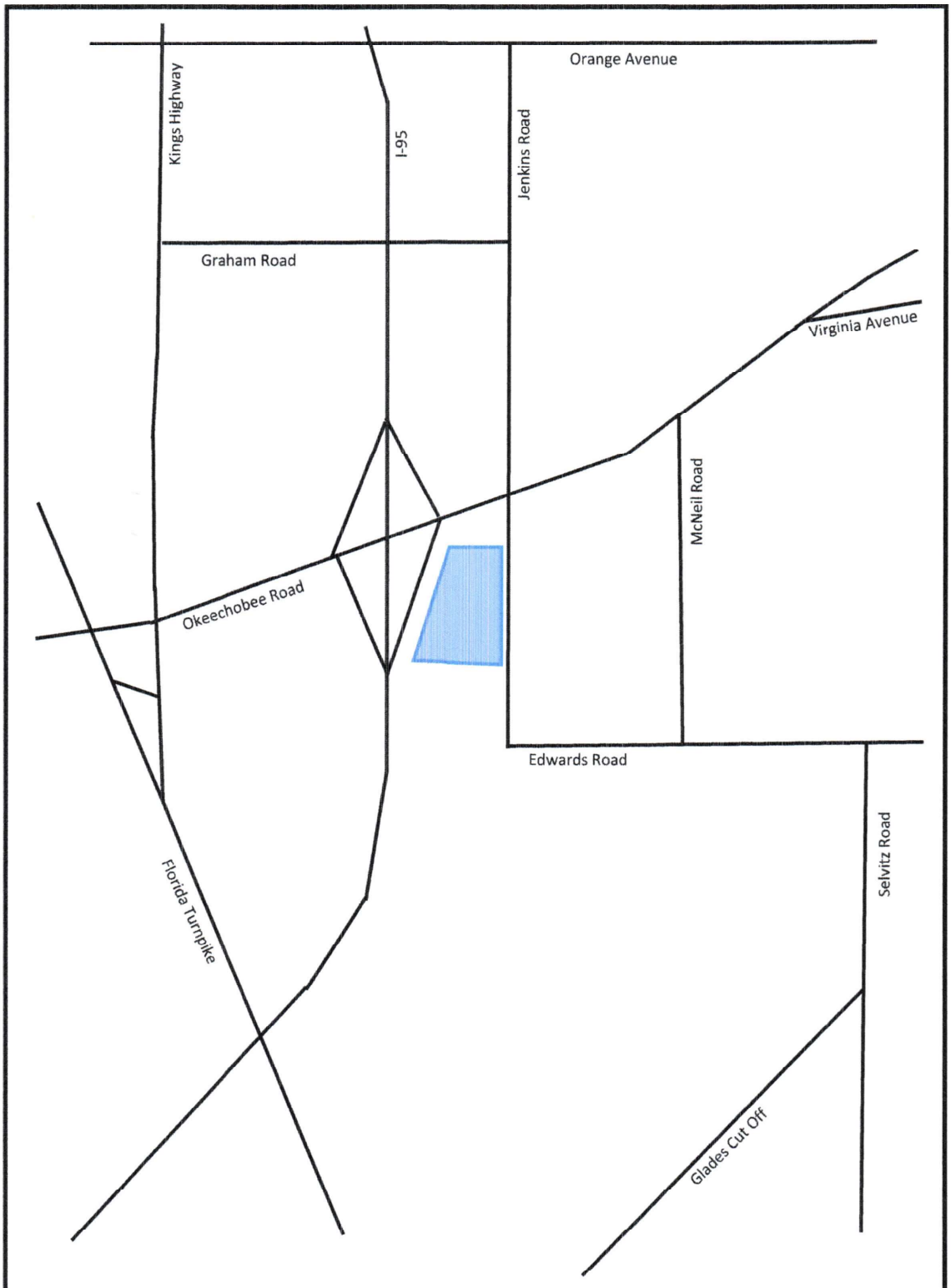
Table 2c: PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips			Internalization Trips				Net External Trips			Pass-by Trips				Net New Trips		
					In	Out	In	Out	Total	In	Out	Total	%	In	Out	Total	In	Out	Total	%	In	Out	Total
Single Family Detached	210	613	DU	Ln(T) = 0.94Ln(X) + 0.27	63%	37%	344	202	546	-	-	-	0.0%	344	202	546	-	-	-	0.0%	344	202	546
TOTALS							**344**	**202**	**546**	**-**	**-**	**-**	**0.0%**	**344**	**202**	**546**	**-**	**-**	**-**	**0.0%**	**344**	**202**	**546**

Source: ITE 11th Edition Trip Generation Rates

ATTACHMENT A

Project Location



N

O'ROURKE ENGINEERING & PLANNING

A TMC Company

NTS

3725 S. East Ocean Blvd
Stuart, Fl, 34996 Suite 201

Job #:

Date:

Legend

= Project Location

Figure 1

Project Location

Cornerstone Site

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: FLUMA - Cornerstone-Pulte - 2721 South Jenkins Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5th, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: Vennis Gilmore **DATE:** January 8th, 2025

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: CORNERSTONE-PULTE FLUMA ORDINANCE REVIEW

CAO RLS FILE: RLS 24-455

DATE: DECEMBER 18, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Future Land Use Map Amendment. 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

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

01/05/2025

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 01/05/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$424.40	
Tax Amount:	$0.00	
Payment Cost:	$424.40	
Order No:	10913888	# of Copies:
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THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

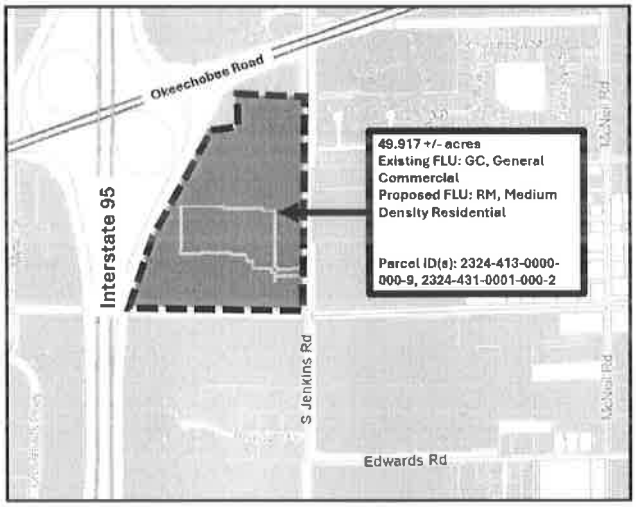
KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Tuesday, January 21, 2025 at 5:05 p.m. and Monday, February 3, 2025 at 5:05 p.m. hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-009 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 2721 SOUTH JENKINS ROAD, FROM CITY OF FORT PIERCE (GC) GENERAL COMMERCIAL TO CITY OF FORT PIERCE (RM) MEDIUM DENSITY RESIDENTIAL; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PARCELS: 2324-413-0000-000-9 and 2324-431-0001-000-2



All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk
Publish: 1/5/2025

City Commission Regular Meeting **12. h.**

Meeting Date: 01/21/2025

Re: Becker Preserve FLUMA

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Legislative Hearing - Ordinance No. 25-010: An Ordinance by the City Commission of the City of Fort Pierce, Florida; amending the Future Land Use Map of the Comprehensive Plan to change the designation of two (2) parcels generally located at or near 3398 Selvitz Road, from City of Fort Pierce (RL) Low Density Residential to City of Fort Pierce (CO) Conservation and Open Space; Parcel (IDS): 2430-411-0001-000-6 and 2429-321-0003-000-0. FIRST READING

SUMMARY:

Request for review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from RL, Low Density Residential to CO, Conservation and Open Space.

The applicant is proposing to amend the Future Land Use Map from RL, Low Density Residential to CO, Conservation and Open Space for compliance with the Florida Communities Trust (FCT) grant award agreement. The applicant has a concurrent application to rezone the properties from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone. The requested rezoning and future land use amendments to conservation open space are to reflect the properties current use as a nature preserve. Per the Florida Communities Trust grant award agreement, the subject property shall be amended to conservation, outdoor recreation, open space or similar category.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

ALTERNATIVES:

- Approval with alternative changes
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 25-010
Staff Presentation
Staff Report
Application Supporting Documents
Public Notice Certification
CA - Memo 24-465
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 10:10 AM

Form Started By: Vennis Gilmore
Started On: 01/08/2025 01:47 PM
Final Approval Date: 01/09/2025

ORDINANCE NO. 25-010

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; **AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 3398 SELVITZ ROAD, FROM CITY OF FORT PIERCE (RL) LOW DENSITY RESIDENTIAL TO CITY OF FORT PIERCE (CO) CONSERVATION AND OPEN SPACE;** PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce has adopted a Comprehensive Plan known as the City of Fort Pierce Comprehensive Plan adopted by Ordinance No. 19-033, as subsequently amended; and

WHEREAS, changing the future land use designation requires an amendment to the Comprehensive Plan, pursuant to section 163.3187, Florida Statutes; and

WHEREAS, the subject properties comprise the following two (2) parcels 2430-411-0001-000-6 and 2429-321-0003-000-0 and are generally located at or near 3398 Selvitz Road, within the City of Fort Pierce, Florida, representing approximately 12.357 acres of land more or less; and

WHEREAS, the subject properties are generally located at or near 3398 Selvitz Road, are presently designated RL, Low Density Residential; and

WHEREAS, a map depicting the subject properties is attached as **"Exhibit A"** hereto; and

WHEREAS, the applicant seeks a Future Land Use Map Amendment of the subject properties from RL, Low Density Residential to CO, Conservation and Open Space; and

WHEREAS, the proposed Future Land Use Map Amendment is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs, will meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety and general welfare as required by City Code section 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their December 9th, 2024, meeting, voted 4 to 0 to recommend approval of the proposed Future Land Use Map Amendment for these parcels; and

WHEREAS, the City of Fort Pierce Planning Board having been duly designated as the Local Planning Agency pursuant to section 163.3174 et seq., Florida Statutes, and having held a public hearing thereon, has considered this proposed amendment to the Comprehensive Plan and submitted its recommendations thereon to the City Commission; and

WHEREAS, two (2) public hearings with due notice have been held by the City Commission to inform the public and receive comments and objections; and

WHEREAS, the City of Fort Pierce desires to hereby formally adopt this amendment to the City's Comprehensive Plan.

NOW, THEREFORE, BE IT ORDAINED by the City Commission of the City of Fort Pierce, Florida as follows:

SECTION 1. The preceding "whereas" clauses are ratified and incorporated as the legislative intent of this ordinance.

SECTION 2. The Comprehensive Plan of the City of Fort Pierce is hereby amended as follows:

> From and after the effective date hereof, the following properties legally described as:
>
> Parcel ID(s): 2430-411-0001-000-6 and 2429-321-0003-000-0
>
> LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 3316, PAGE 2019)
>
> THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH; RANGE 40 EAST, LYING SOUTH OF TEN MILE CREEK, SUBJECT TO CANAL RIGHT-OF-WAY OVER THE WEST 48 FEET THEREOF; ALSO THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING SOUTH OF TEN MILE CREEK, SUBJECT TO CANAL RIGHT-OF-WAY OVER THE WEST 48 FEET THEREOF; ALSO THAT PART OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE FOR SELVITZ ROAD AS IT PRESENTLY EXISTS, SUBJECT TO A CANAL RIGHT-OF-WAY OVER THE EAST 48 FEET THEREOF, ALL OF THE ABOVE BEING IN ST. LUCIE COUNTY, FLORIDA.
>
> CONTAINING: 12.357 ACRES, MORE OR LESS

Said properties being generally located at or near 3398 Selvitz Road, in Fort Pierce, Florida shall be, and the Future Land Use Designation is hereby changed from RL, Low Density Residential, to CO, Conservation and Open Space, as depicted on **Exhibit "A"**, attached hereto, and incorporated herein.

SECTION 3. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance but shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are and the same shall be repealed and shall be of no further force or effect whatsoever.

SECTION 5. This Ordinance is and the same shall become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No.25-010 was duly advertised accordance with section 163.3187, Florida Statutes by display advertising in the St. Lucie News Tribune on January 5th, 2025; 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 January 21st, 2025; and was duly introduced, read by title only, and passed on second and final reading February 3rd, 2025, 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 4th day of February 2025.

_____
Linda Hudson
Mayor Commissioner

ATTEST:

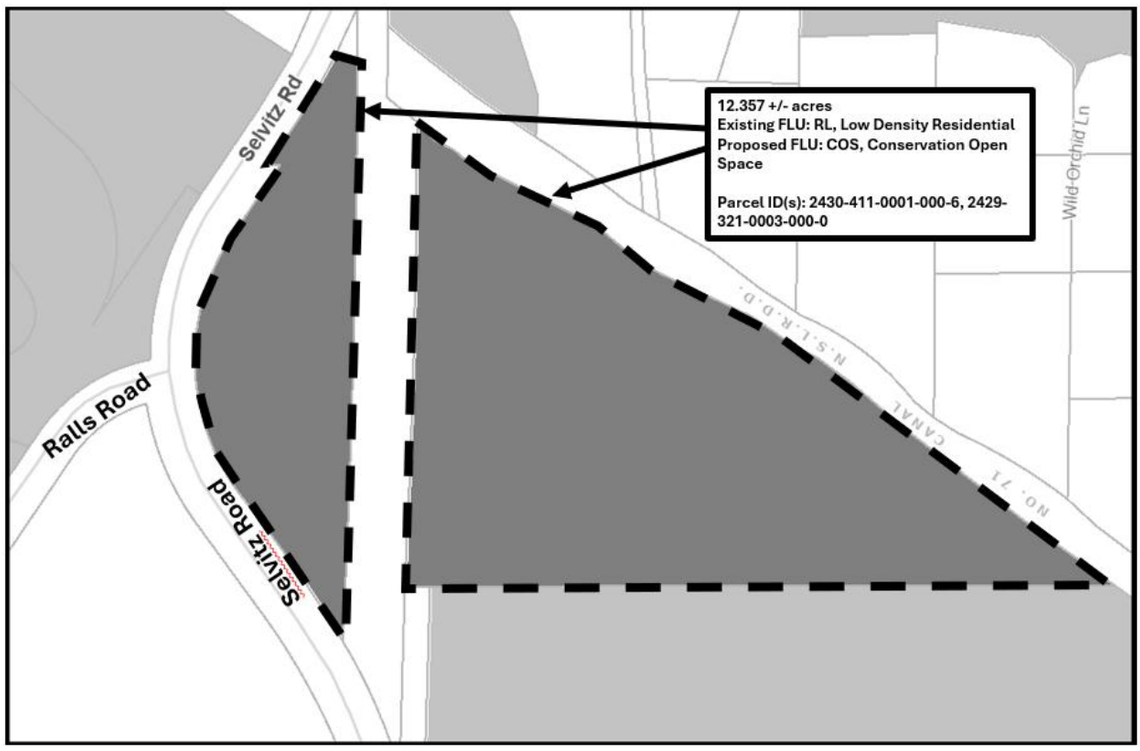
_____
Linda W. Cox
City Clerk

(City Seal)

EXHIBIT A

Proposed Future Land Use

Conservation and Open Space, CO



CITY OF FORT PIERCE

FUTURE LAND USE MAP AMENDMENT

January 21st, 2025

Becker Preserve – FLUMA

3398 Selvitz Road

(2430-411-0001-000-6, 2429-321-0003-000-0)

APPLICANT

Jennifer McGee, St. Lucie County Environmental Resources

OWNER

St. Lucie County

PARCEL ID #(S):

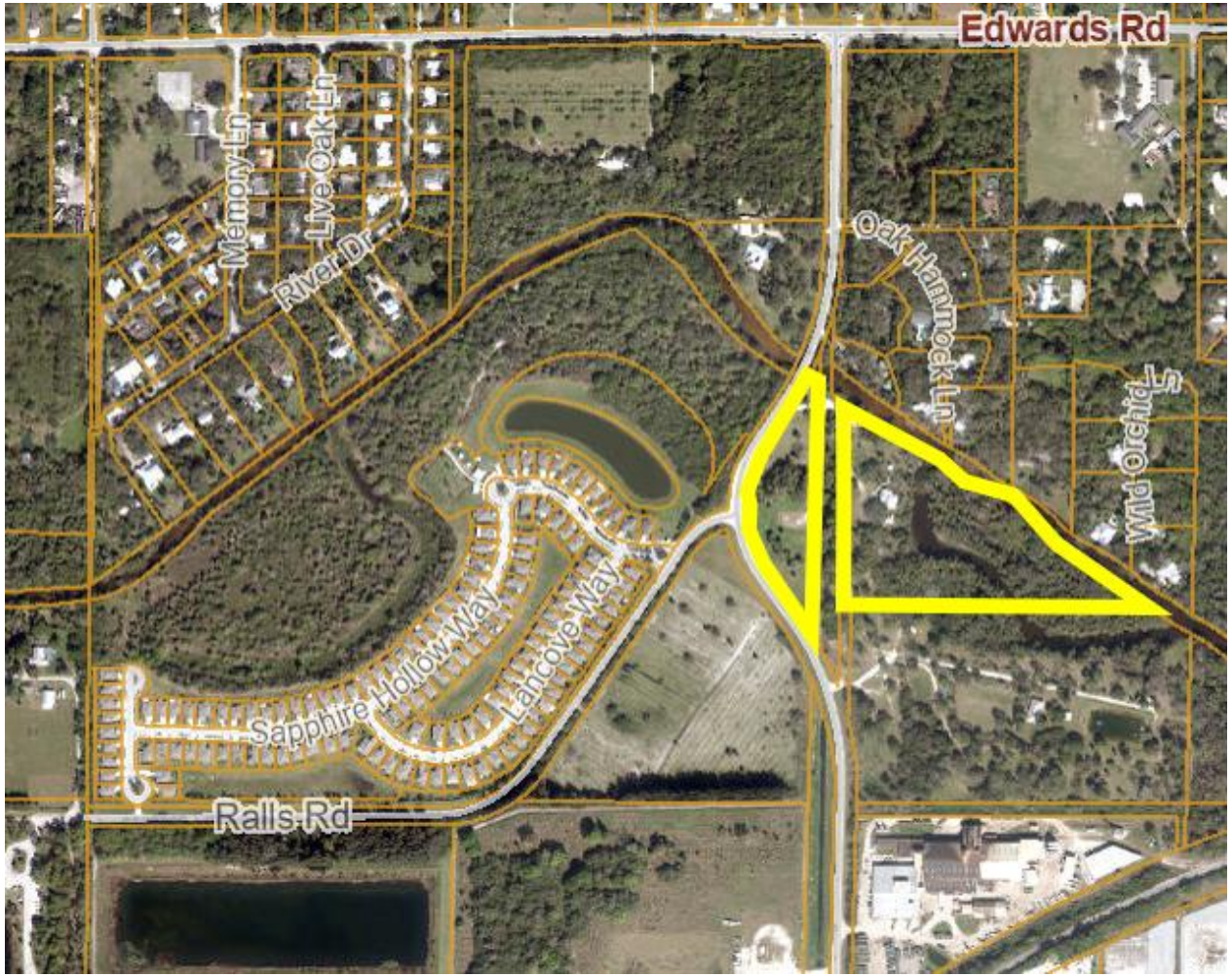
2430-411-0001-000-6, 2429-321-0003-000-0

SUMMARY

Request for review of application for a Future Land Use Map Amendment of two (2) parcels of land to change the Future Land Use designation from Low Density Residential (RL) to Conservation and Open Space (CO).

The applicant is proposing to amend the Future Land Use Map from RL, Low Density Residential to CO, Conservation and Open Space for compliance with the Florida Communities Trust (FCT) grant award agreement.

SITE LOCATION



SITE AREA= 12.357 +/- Acres

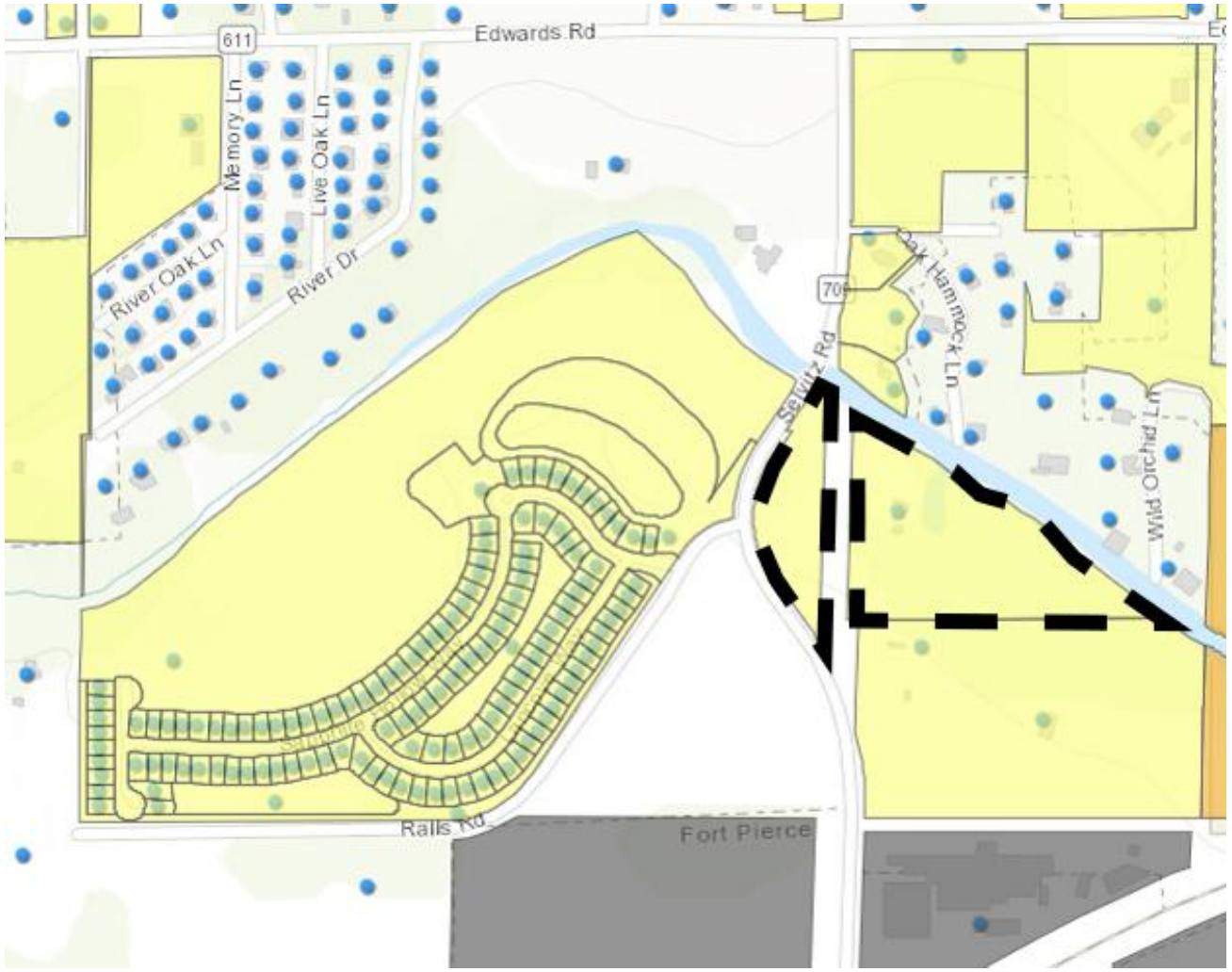
TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed FLUMA with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

EXISTING/PROPOSED FLU

Current FLU:
RL, Low Density Residential

Proposed FLU:
CO, Conservation and Open Space



EXISTING/PROPOSED - ZONING

Current Zoning:
R-1, Single-Family Low Density Zone

Proposed Zoning:
OS-2, Conservation Open Space Zone

FLU COMPARISON – MAXIMUM BUILDOUT POTENTIAL

FLU COMPARISON - BECKER PRESERVE

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	12.357	538,270.9

		RESIDENTIAL		COMMERCIAL	
FLU		MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	LOW DENSITY RESIDENTIAL (RL)	6.5	80	0.0	0.0 SQ.FT
PROPOSED	CONSERVATION AND OPEN SPACE (CO)	0	0	0.25	0.0 SQ.FT
	INCREASE / (DECREASE)		(80)		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

PB RECOMMENDATION

The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their December 9th, 2024, meeting.

Staff recommends APPROVAL of the proposed FLUMA.

- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **<u>Alternative actions of the City Commission:</u>**

- Approval with changes.

or

- Disapproval

CITY OF FORT PIERCE

FUTURE LAND USE MAP AMENDMENT

January 21st, 2025

Becker Preserve – FLUMA

3398 Selvitz Road

(2430-411-0001-000-6, 2429-321-0003-000-0)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **BECKER PRESERVE FUTURE LAND USE MAP AMENDMENT (SMALL-SCALE) – PROJECT #: PZFLU2024-00003**

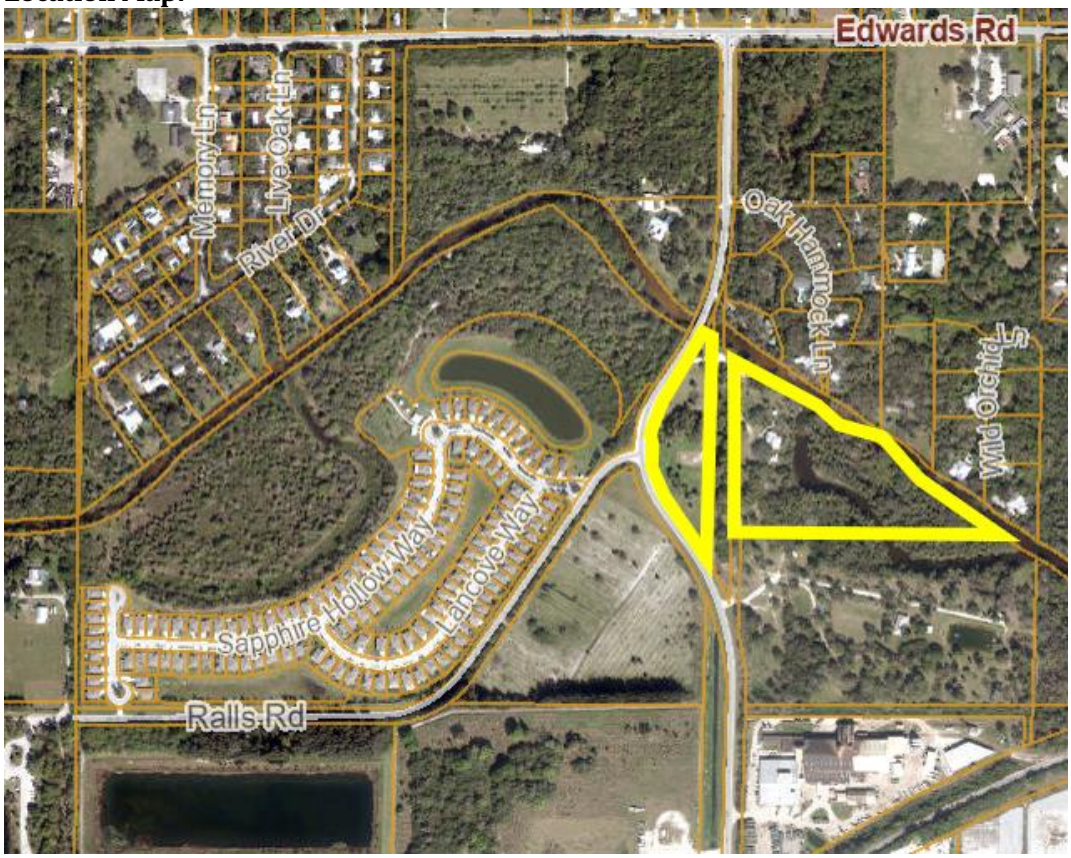
REVIEWER: **VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR**

DATE: **JANUARY 8, 2025**

STAFF REPORT

Applicant/Representative:	Jennifer McGee, St. Lucie County Environmental Resources
Owner:	St. Lucie County
Requested Action:	Review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from RL, Low Density Residential to CO, Conservation and Open Space.
Location:	At or near 3398 Selvitz Road
Parcel IDs:	2430-411-0001-000-6, 2429-321-0003-000-0
Current Zoning:	R-1, Single-Family Low Density Zone
Proposed Zoning:	OS-2, Conservation Open Space Zone
Current Future Land Use:	RL, Low Density Residential
Proposed Future Land Use:	CO, Conservation and Open Space

Location Map:



Future Land Use Map:

Zoning Map:

Surrounding Zoning:

North	East	South	West
R-1/RS-3 (SLC)	R-1/RS-3 (SLC)	R-1	PD/AR-1 (SLC)

Surrounding Future Land Use:

North	East	South	West
RL/RU	RL/RU	RL	RL/RU

Site Area: **+/-** 12.357 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for a Future Land Use Map Amendment of two (2) parcels in the City of Fort Pierce, from RL, Low Density Residential to CO, Conservation and Open Space.

The applicant is proposing to amend the Future Land Use Map from RL, Low Density Residential to CO, Conservation and Open Space for compliance with the Florida Communities Trust (FCT) grant award agreement. The applicant has a concurrent application to rezone the properties from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone. The requested rezoning and future land use amendments to conservation open space are to reflect the properties current use as a nature preserve. Per the Florida Communities Trust grant award agreement, the subject property shall be amended to conservation, outdoor recreation, open space or similar category.

Existing Conditions
Currently the land consists of a preserve with a St. Lucie County Environmental Resources office space.

Comprehensive Plan – Future Land Use Comparison

FLU COMPARISON - BECKER PRESERVE

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	12.357	538,270.9

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	LOW DENSITY RESIDENTIAL (RL)	6.5	80	0.0	0.0 SQ.FT
PROPOSED	CONSERVATION AND OPEN SPACE (CO)	0	0	0.25	0.0 SQ.FT
	INCREASE / (DECREASE)		(80)		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

The subject property is designated as a City Future Land Use of Low Density Residential (RL). The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

The subject property is classified with a City Zoning of R-1, Single-Family Low Density Zone. This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available.

The proposed Future Land Use designation is CO, Conservation and Open Space. The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities. This category combines the previously General Open Space (Os), Recreational Open Space (Osr), and Conservation Open Space (Osc) categories. This designation allows a maximum FAR of 0.25.

The proposed Zoning classification is OS-2, Conservation Open Space Zone. The Conservation Open Space (OS-2) Zone is for areas containing important natural environmental features which pose severe limitations on their suitability for development. It is the intent of the zone to retain to open character of the zone wherever possible by limiting the uses primarily to conservation, low intensity recreation and other compatible uses. Due to the sensitive environmental character of areas in the district, many users are allowed as conditional uses.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Future Land Use Map Amendment 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 Future Land Use Map Amendment.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Future Land Use Map Amendment, at their December 9th, 2024, meeting.

Staff Recommendation:
Staff recommends **APPROVAL** of the proposed Future Land Use Map Amendment to the City Commission.

LEGAL DESCRIPTION

That part of the Northwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

NOTES:

1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
2) Description shown hereon provided by the client and/or their agent.
3) The last date of field work was June 14, 2011.
4) Overall parcel contains 12.357 Acres, more or less.
5) Lands shown hereon were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
6) Bearings shown hereon are relative to the West right-of-way line of Canal No. 100 having a bearing of N01°18'08"E.
7) Elevations shown hereon are based on St. Lucie County Benchmark "Donna", having a published elevation of 14.031 feet and referenced to the North American Vertical Datum of 1988 (NAVD 1988).
8) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
9) Said described property is located within an area having a Flood Zone Designation "X", and "AE", on Flood Rate Map No.12111C0188 F with a date of identification of August 19, 1991, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
11) Right-of-way information for Selvitz Road (S-611-B) taken from Florida Department of Transportion Map No. Section 94631-2605.
12) Chicago Title Insurance Company Commitment Order Number 08-1077 dated January 03, 2011 @ 8:00 AM, was incorporated into this survey.
13) The Mean High Water Elevation as shown hereon was established by extending the elevation shown at Mean High Water Interpolation Point No. 915. The horizontal location of the mean high water was determined by using conventional surveying methods. This mean high water survey complies with Chapter 117, Part II, Florida Statues.

Exceptions:
1-4. Not a survey matter.

5) Easements granted to Florida Power and Light Company as recorded in Official Records Book 226, Page 1254, and Official Records Book 237, Page 2800, of the Public Records of St. Lucie County, Florida. Affects subject property, shown hereon. Unable to draw with directions and distances called for in description. Easement depicted hereon using controlling calls for right-of-way lines.

6) Provisions unto the City of Fort Pierce to maintain electric transmission and distribution lines as recorded in Deed Book 133, Page 287, of the Public Records of St. Lucie County, Florida. Affects subject property as to Section 30, not plottable.

7) Annexation Agreement to the Fort Pierce Utilities Authority as recorded in Official Records Book 912, Page 2117, of the Public Records of St. Lucie County, Florida. Affects subject property, not plottable.

8) Terms, Covenants, Conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s). Not a survey matter.

9) Riparian and littoral rights are neither guaranteed nor insured. Not a survey matter.

10) Any claim to any portion of the land described in Schedule A which lies below the mean high water line of Ten Mile Creek and other adjacent waters, if any. Not a survey matter.

11) Title to the present or former beds or bottoms of lakes, rivers or other bodies of water located on or within the land described herein. Not a survey matter.

12) Right-of-Ways for North St. Lucie River Water Management District Canal No. 100. Affects subject property, shown hereon.

13) Title to or any interest in personal property is neither guaranteed nor insured hereby. Not a survey matter

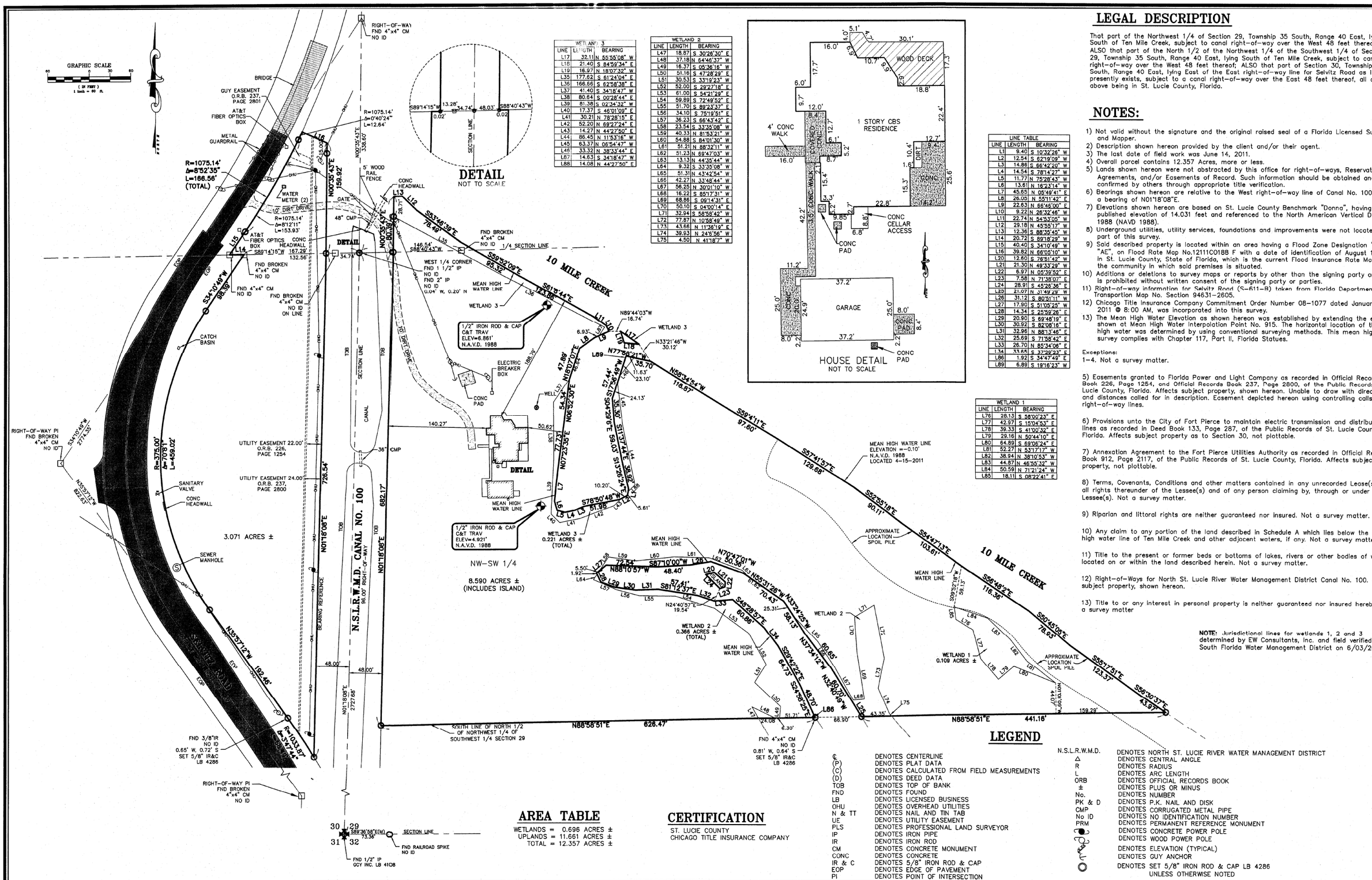
NOTE: Juriedictional linee for wetlands 1, 2 and 3 determined by EW Consultants, Inc. and field verified by South Florida Water Management District on 6/03/2011.

WETLAND 3		
LINE	LENGTH	BEARING
L17	32.11	N 55°55'08" W
L18	21.40	S 84°59'34" E
L19	16.97	N 18°07'32" W
L35	177.62	S 61°24'04" E
L36	166.66	S 62°58'38" E
L37	41.40	S 34°18'47" W
L38	80.64	S 00°28'44" E
L39	81.38	S 02°34'32" W
L40	17.37	S 46°01'09" E
L41	30.21	N 78°28'15" E
L42	52.20	N 69°27'24" E
L43	14.27	N 44°27'50" E
L44	86.45	N 11°53'16" W
L45	63.37	N 06°54'47" W
L46	33.32	N 38°33'44" E
L87	14.63	S 34°18'47" W
L88	14.08	N 44°27'50" E

WETLAND 2		
LINE	LENGTH	BEARING
L47	18.87	S 30°26'30" E
L48	37.18	N 64°46'37" W
L49	16.37	S 05°36'16" W
L50	51.16	S 47°28'29" E
L51	30.53	S 33°19'23" W
L52	52.00	S 29°27'18" E
L53	61.00	S 54°21'29" E
L54	59.89	S 72°49'52" E
L55	51.70	S 89°23'37" E
L56	34.10	S 75°19'51" E
L57	36.23	S 66°43'42" E
L58	23.54	S 33°35'08" W
L59	40.33	N 81°53'21" W
L60	54.88	S 84°01'30" W
L61	51.21	N 88°32'11" W
L62	51.23	N 69°47'03" W
L63	13.13	N 44°35'44" W
L64	9.32	S 33°35'08" W
L65	51.31	N 43°42'54" W
L66	42.27	N 33°48'44" W
L67	56.25	N 30°01'10" W
L68	16.22	S 85°17'31" W
L69	68.86	S 09°14'31" E
L70	50.10	S 04°00'14" E
L71	32.94	S 58°58'42" W
L72	77.87	N 10°58'49" W
L73	43.66	N 11°36'19" E
L74	39.93	N 24°5'56" W
L75	4.50	N 41°18'7" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.40	S 10°32'26" W
L2	12.54	S 62°19'09" W
L3	14.86	S 66°42'20" W
L4	14.54	S 78°14'27" W
L5	11.77	N 75°28'43" W
L6	13.61	N 16°23'14" W
L7	45.65	N 05°49'41" E
L8	26.05	N 55°11'42" E
L9	22.63	N 66°46'00" E
L10	9.22	N 26°32'46" W
L11	22.74	N 54°53'05" W
L12	29.18	N 45°55'17" W
L13	12.36	S 88°35'45" W
L14	20.72	S 89°18'29" W
L15	40.40	S 34°10'49" W
L16	39.82	N 66°05'10" W
L20	12.60	S 76°51'42" W
L21	21.30	N 49°33'29" W
L22	6.97	N 05°39'52" E
L23	7.58	N 71°38'07" E
L24	28.91	S 45°28'36" E
L25	21.07	N 31°49'28" W
L26	31.12	S 80°51'11" W
L27	17.90	S 51°05'25" W
L28	14.34	S 25°59'26" E
L29	20.90	S 69°48'19" E
L30	30.92	S 82°08'16" E
L31	32.96	N 88°13'48" E
L32	25.69	S 71°58'42" E
L33	26.70	N 85°34'08" E
L34	33.65	S 37°29'23" E
L86	1.92	S 34°47'49" E
L89	6.89	S 19°16'23" W

WETLAND 1		
LINE	LENGTH	BEARING
L76	28.13	S 58°00'23" E
L77	42.97	S 15°04'53" E
L78	39.33	S 41°00'30" E
L79	29.16	N 50°44'10" E
L80	64.89	S 69°06'24" E
L81	52.27	N 53°17'17" W
L82	38.94	N 38°10'53" W
L83	44.87	N 46°55'32" W
L84	50.59	N 71°21'24" W
L85	18.11	S 08°22'41" E



AREA TABLE

WETLANDS = 0.696 ACRES ±
UPLANDS = 11.661 ACRES ±
TOTAL = 12.357 ACRES ±

CERTIFICATION

ST. LUCIE COUNTY
CHICAGO TITLE INSURANCE COMPANY

LEGEND

℄	DENOTES CENTERLINE
(P)	DENOTES PLAT DATA
(C)	DENOTES CALCULATED FROM FIELD MEASUREMENTS
(D)	DENOTES DEED DATA
TOB	DENOTES TOP OF BANK
FND	DENOTES FOUND
LB	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
N & TT	DENOTES NAIL AND TIN TAB
UE	DENOTES UTILITY EASEMENT
PLS	DENOTES PROFESSIONAL LAND SURVEYOR
IP	DENOTES IRON PIPE
IR	DENOTES IRON ROD
CM	DENOTES CONCRETE MONUMENT
CONC	DENOTES CONCRETE
IR & C	DENOTES 5/8" IRON ROD & CAP
EOP	DENOTES EDGE OF PAVEMENT
PI	DENOTES POINT OF INTERSECTION
N.S.L.R.W.M.D.	DENOTES NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
ORB	DENOTES OFFICIAL RECORDS BOOK
±	DENOTES PLUS OR MINUS
No.	DENOTES NUMBER
PK & D	DENOTES P.K. NAIL AND DISK
CMP	DENOTES CORRUGATED METAL PIPE
No ID	DENOTES NO IDENTIFICATION NUMBER
PRM	DENOTES PERMANENT REFERENCE MONUMENT
	DENOTES CONCRETE POWER POLE
	DENOTES WOOD POWER POLE
	DENOTES ELEVATION (TYPICAL)
	DENOTES GUY ANCHOR
	DENOTES SET 5/8" IRON ROD & CAP LB 4286 UNLESS OTHERWISE NOTED

MICHAEL T. KOLODZIEJCZYK, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 3864
SIGNATURE 6/27/2011 DATE

COMPUTER FILE REF.	FIELD BK./PG.
11-103rmap.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE

	BY	DATE
FIELD	GA	4-15-11
CALCS.		
DRAWN	GLM	5-17-11
DETAILED		
CHECKED	SB	5-19-11
APPROVED		

BOUNDARY & MEAN HIGH WATER LINE SURVEY OF BECKER PARCEL PREPARED FOR ST. LUCIE COUNTY

DATE: 5-17-2011
HORIZ. SCALE: 1"=60'
VERT. SCALE: N\A
JOB No. 11-103
SHEET 1 OF 1

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved -- 10/2/2024, 7:25 AM

Property Identification

Site Address: SELVITZ RD
Sec/Town/Range: 30/35S/40E
Parcel ID: 2430-411-0001-000-6
Jurisdiction: Fort Pierce

Use Type: 9900
Account #: 32831
Map ID: 24/30S
Zoning: SF Low Den

Ownership

St Lucie County
2300 Virginia AVE
Fort Pierce, FL 34982-5632

Legal Description

30 35 40 THAT PART OF SEC LYG INSE 1/4 OF SE 1/4 OF NE 1/4 AND NE 1/4 OF SE 1/4 LYG E OF SELVITZ RD, SLY OF 10 MILE CREEK AND W OF CANAL #100 (3.05 AC) (OR 3316-2019)

Current Values

Just/Market Value:	$185,200
Assessed Value:	$85,547
Exemptions:	$85,547
Taxable Value:	$0

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):	3.05
Land Size (SF):	132,858

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 12, 2011	3316 / 2019	0318	WD	Becker B-14 Grove Ltd	$660,000
Jul 31, 2009	3113 / 0745	0330	WD	Becker Holding Properties	$750,000
Jun 8, 2006	2590 / 1400	XX02	SPWD	Becker Indian River Properties	$100
Feb 1, 1985	0455 / 1910	XX01	CV		$0
Jul 1, 1984	0439 / 0682	XX02	CV		$200,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:

Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building and SFYI:	$0
Land:	$185,200
Just/Market:	$185,200
Ag Credit:	$0
Save Our Homes or 10% Cap:	$99,653
Assessed:	$85,547
Exemption(s):	$85,547
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2024	2012	8500	St Lucie County	$85,547

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	3.05	North St. Lucie Water Management District	$0.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2024	$185,200	$85,547	$85,547	$0

2023	$168,400	$77,770	$77,770	$0
2022	$141,400	$70,700	$70,700	$0
2021	$87,800	$64,273	$64,273	$0

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	single family residential	RU, residential urban	R-1, single family low density & RS-3
South	Boy Scout Camp	RL, low density residential	R-1, single family low density residential
East	single family residential	RU, residential urban	RS-3, residential single family
West	single family residential	RU, residential urban	PD, planned development

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RU	residential urban	4 units per acre (49 units)	12.357	AE & X
****Proposed**	COS	conservation open space	n/a	12.357	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 49 du x 2.6 = 127.4 persons x 100 gpd = 12,740 maximum allowed
Current Zoning/FLU	Total gallons per day currently 1 single family residence (1 du x 2.6 x 100 gpd) = 260
**Proposed Zoning/FLU	Total gallons per day n/a (proposing to down zone to conservation open space)
**Change in Demand	Total gallons per day n/a (down zoning)

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 49 du x 2.6 = 127.4 persons x 100 gpd = 12,740 maximum allowed
Current Zoning/FLU	Total gallons per day 1 du x 2.6 = 2.6 persons x 100 gpd = 260
**Proposed Zoning/FLU	Total gallons per day n/a (proposing to down zone to conservation open space)
**Change in Demand	Total gallons per day n/a (down zoning)

C. Parks and Recreation (Residential Classifications Only): n/a (down zoning to COS)
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Urban District	5 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Community	2.5 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Neighborhood	1.36 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space

D. Public Schools (Residential Classifications Only): n/a (down zoning to COS)
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	n/a	n/a
City	n/a	n/a
Distance	n/a	n/a
Current Zoning/FLU Enrollment Demand	n/a	n/a
****Proposed Zoning/FLU Enrollment Demand**	n/a	n/a
****Change in Demand**	n/a	n/a

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	R-1/RU
****Proposed Zoning/FLU**	OS/COS
***Change in Demand**	reduction to non-residential open space

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	Not applicable. The proposed rezoning and future land use amendment to conservation open space are not anticipated to have any stormwater impacts as no site improvements are proposed. The site will be maintained as conservation open space and will aide in providing natural storage for the region.

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	RS-1/RU	
****Proposed Zoning/FLU**	OS/COS	
***Change in Demand**	Trips	Trips
Impact to Capacity	n/a. down zoning to conservation open space from residential	

IV. Project Description

PHASING				
Is this project (phase) part of a larger project?		Yes	✔	No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.				
Total Project: Residential Units:	Single Family:		Multifamily:	
Non-residential (square footage):				
Mixed-use (describe use):				
(If this is a single phase project, name it Phase I – Total)				

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated.[☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☑ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☑ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: requesting exemption of some submittal requirements not applicable to the

** Complete section if requesting a change in zoning, future land use, or expanding

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
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3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☑ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: requesting exemption of some submittal requirements not applicable to the

** Complete section if requesting a change in zoning, future land use, or expanding

BECKER

C10-11-630

FCT Contract Number 11 -CT- D1-08-F8-A1-057
FLORIDA COMMUNITIES TRUST
08-057-FF8
BECKER PRESERVE
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and ST. LUCIE COUNTY, a political subdivision of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on September 4, 2008 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009, F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects are selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with Bond proceeds. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end **NOVEMBER 30, 2011**("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an extension, or if a requested extension is not granted by FCT, the Recipient's award shall be rescinded and this Agreement shall terminate.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **December 15, 2010.** If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Site may be acquired in an expeditious manner.

4. If the Recipient is identified in paragraph V.4. below as the party responsible for all negotiation and acquisition activities, the Recipient shall provide a monthly status report to FCT of Project Site acquisition activities. The monthly report shall contain the dates that appraisals are ordered and due, as well as the dates that purchase agreements are sent to sellers and the status of each contract, as appropriate.

5. No later than **December 15, 2010**, the Recipient shall deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT, if not previously provided in the Application. No acquisition activity shall be commenced prior to FCT receipt of this statement.

6. No later than **December 15, 2010**, the Recipient shall deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C. No acquisition activity shall be commenced prior to FCT receipt of the executed Confidentiality Agreement.

7. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities shall provide the following:

a. **Title report(s) and appraisal(s), as required by Rule 9K-8.007(1-4), F.A.C., for review by a date not to exceed one hundred twenty (120) days after the Recipient's project is selected for funding.** Prior to the delivery of awarded FCT funds, the appraisal(s) shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined; and

b. Purchase Agreement(s), as defined by Rule 9K-8.002(16), based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) within forty-five (45) days of receipt of the appraisal review memo from FCT establishing the MAPP.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Fifty Percent (50%) of the final Project Costs, as defined in Rule 9K-

7.002(32), F.A.C., or Six Hundred Thousand Dollars And Zero Cents ($600,000.00) unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(6), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(32), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's Application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in 9K-7.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller's designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT Award that corresponds to the parcel being closed. FCT shall prepare a grant reconciliation statement prior to the closing of the Project Site parcel that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of the FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(24), F.A.C. If the value of land is the source of the Match, the MAPP shall determine the value of the Match. If the Project Site is comprised of multiple parcels, the Recipient shall deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, FCT acquisition activities shall be terminated unless the Seller agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

7. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: JoAnn Riley

Title: Property Acquisition Manager

Address: 2300 Virginia Avenue
Fort Pierce, Florida 34982

Phone: (772) 462-2825 Fax: (772) 462-1440

E-mail: rileyj@stlucieco.org

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Faye W. Outlaw, MPA

Title: County Administrator

Address: 2300 Virginia Avenue
Fort Pierce, Florida 34982

Phone: (772) 462-1401 Fax: (772) 462-2131

Email: outlawf@stlucieco.org

4. If the Project Site consists of ten or fewer ownerships, as reflected on the Acquisition Plan, either FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of eleven or more ownerships, as reflected on the Acquisition Plan, the Recipient shall act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies FCT that _____ [*Note: Elect FCT or Recipient*] will be the party responsible for all negotiation and acquisition activities. If the Recipient is named herein and represented by an agent, the Recipient hereby notifies FCT that the Recipient's agent is:

Name: _____

Title: _____

Address: _____

_____

Phone: _____ Fax: _____

Email: _____

5. In the event that different representatives or addresses are designated for either paragraph 2., 3., or 4. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

6. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-6000835.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to FCT approval of the signed purchase agreement(s), closing(s) of the real estate transaction(s) to acquire the Project Site and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of

contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement, in a form previously approved by FCT staff, fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, F.A.C.

b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.

c. A statement of the Project Costs.

d. A statement of the amount of the award being requested from FCT.

e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

g. A signed statement by the Recipient that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves and executes the purchase agreement for acquisition of the Project Site, further described in paragraph VI.1.a. above.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or

commissions with close scrutiny to determine if the fee or commission is reasonable. FCT will not reimburse the portion of real estate fees or commissions that are determined by FCT to be unreasonable. Recipient will be financially responsible for the portion of the real estate fee or commission not reimbursed by FCT.

6. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

7. Title to the Project Site shall be titled in the Recipient, unless the Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"). Such request shall be subject to the approval of FCT and the Trustees. The Recipient hereby elects that title to the Project Site shall be vested in St. Lucie County [Note: Insert either the name of the Recipient or Board of Trustees of Internal Improvement Trust Fund.] If the Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, Fla. Stat. and Rule 18-1, F.A.C. FCT signature of this Agreement shall constitute approval of this election.

8. The transfer of title to the Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), Fla. Stat. and Rule Chapter 9K-8, F.A.C., have been fully complied with by the Recipient and FCT, FCT has approved the Project Plan and the Recipient has complied with all Purchase Agreement requirements.

9. The deed transferring title of the Project Site to the Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan, signature of the purchase agreement(s), closing(s) of the real estate transaction(s) and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X and XI herein. The Recipient is strongly urged to coordinate with FCT staff in order to ensure that FCT approval of the Management Plan occurs prior to the closing date of the real estate transaction(s) associated with the Project Site and the disbursement of the FCT Award.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

a. An introduction containing the project name, location and other background information relevant to management.

b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.

c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.

e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.

h. A description of proposed educational displays and programs to be offered, if applicable.

i. A description of how the management will be coordinated with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla.Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the

following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VIII. SPECIAL MANAGEMENT CONDITIONS

In addition to the Management Plan conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by FCT staff during the site visit described in Rule 9K-7.009, F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and St. Lucie County.

3. At least three recreational facilities including an open air amphitheatre, canoe/kayak dock, and wildlife observation platform shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

5. A nature trail of at least ¼ mile shall be provided on the project site.

6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

7. The project shall construct a canoe/kayak dock to provide access to Ten Mile Creek.

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

11. The floodplain swamp and floodplain forest natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Water Management District.

17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

18. The development and management of the project site shall be coordinated with the agencies managing conservation lands along Ten Mile Creek and the North Fork of the St. Lucie River, to ensure the project site is protected and managed as part of an ecological corridor.

IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, FLA. STAT.

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, Fla. Stat.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Trustees, or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of the closing of the Project Site and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the

Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the acquisition of the Project Site, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

f. a management contract for the Project Site with a non-governmental person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide to FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL

PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

Per Department of Financial Services Rule 69I-5.004(2)(a), Florida Administrative Code, the determination of when State financial assistance is expended should be based on when the activity occurs (the activity pertains to events that require the nonstate entity to comply with contracts or agreements, such as expenditure transactions associated with grants.) Additional prior fiscal year expenditures of State financial assistance should be added to total expenditures of State financial assistance previously reported for the prior fiscal year to determine if the threshold was exceeded. If so, the nonstate entity should take appropriate action to provide for an audit for the prior fiscal year in accordance with the Florida Single Audit Act. Therefore, it may be necessary for the Recipient to amend prior fiscal year audits to account for receiving the FCT grant funds because the determining factor of when the expenditure must be accounted for is when the expenditure is made, not the signing of this agreement.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not

required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

XIII. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or

d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of the FCT Award;

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or

e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla.Stat., as amended. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), Fla. Stat. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), Fla. Stat.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

XIV. LEGAL AUTHORIZATION

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XV. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 lease 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement embodies the entire agreement between the parties.

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

ST. LUCIE COUNTY

By: _____
Chris Craft, Chairman

Date: November 23, 2010

FLORIDA COMMUNITIES TRUST

By: Ken Reecy
Ken Reecy
Community Program Manager

Date: 12-13-10

Approved as to Form and Legality:

By: _____
Daniel S. McIntyre, County Attorney

Approved as to Form and Legality:

By: _____
Kristen L. Coons, Trust Counsel

Contract No. 11-CT-D1-08-F8-A1-057
FCT Project No: 08-057-FF8

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-8.008(3), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: ST. LUCIE COUNTY, a political subdivision of the State of Florida, ("Recipient") and the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the project site in FCT application 08-057-FF8 that was selected for funding and is governed by a Grant Contract for FCT Project Number 08-057-FF8 ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-8.002(9), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes (F.S.).

b) The Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Chapter 9K-8, F.A.C. The Recipient may disclose such confidential information only to the individuals listed herein below.

c) Requests to add persons to the disclosure list shall be made in writing. Upon the written consent of the FCT Community Program Manager, the Recipient shall amend the Agreement to include all desired parties. All confidentiality requirements outlined above shall apply to individuals added to the list.

d) The undersigned board members and staff of the Recipient and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 08-057-FF8, as required by Section 125.355 (1)(a), F.S., for counties or Section 166.045 (1)(A), F.S., for municipalities, Chapter 9K-8, F.A.C., and this Confidentiality Agreement between the Recipient and FCT.

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	Recipient Board Member, Staff or Agent Name	Signature
11/23/10	Daniel S. McIntyre	
11/23/10	JoAnn Riley	
11/23/10	Janet LiCausi	
11/23/10	Steve Fousek	
11/23/10	Ron Harris	

ST. LUCIE COUNTY

By: _____
Chris Craft, Chairman

Date: November 23, 2010

FLORIDA COMMUNITIES TRUST

By: _____
Ken Reecy
Community Program Manager

Date: 12-13-10

Approved as to form and legality:

By: _____
Daniel S. McIntyre, County Attorney

Approved as to form and legality:

By: _____
Kristen L. Coons, Trust Counsel

To enhance the quality of stormwater entering the North Fork from the road rights of way, a one (1) acre pond will be constructed along Selvitz road. The pond will filter pollutants before they enter the North St. Lucie Water Control District Canal 100, which leads to Ten Mile Creek.

To mimic nature and provide wildlife habitat, the pond will meet the following elements:

- establish appropriate side slopes to allow for proper planting of vegetation. Slopes of 8/1 to 12/1 are preferred. Minimal safety standards to minimize the possibility of drowning is a 4/1 slope.
- appropriate planting of species typical of a depression marsh shall include: rushes, sedges and pickerelweed. Approximately 1,000 shrubs shall be planted around the perimeter of the pond.

Reforestation

Native trees/plants typical of a hydric hammock will be planted within the upland portions of the site. Species will include Laurel Oak, Live Oak, Cabbage Palm and Hickory. Groundcovers will consist of wild coffee, saw palmetto, beautyberry and myrsine. Approximately 300 trees and 2,000 shrubs will be planted on the approximately 8.4 acres of disturbed area within the site.

It is unknown when the property was last influenced by fire. Since floodplain forests and floodplain swamps are not dependent upon fire, fire will not be used to manage the site. Exhibit P indicates those areas on the property that would benefit from hydrologic restoration, reforestation and exotic restoration. Approximately 10 acres of the site will be restored.

Monitoring

Photo plots will be established to monitor exotic removal efforts and the re-establishment of native species. Two transects will be established to document management objectives and record species present on the site. (See exhibit G) Data will be taken annually and included in the annual stewardship report to the Florida Communities Trust. The annual report will define those efforts that have been performed to achieve the goals as described in the management plan.

ARCHAEOLOGICAL AND HISTORICAL RESOURCE PROTECTION

There are no known cultural or historic sites within the property. Within 1/4 mile of the site is located SL01350, a residence circa 1936. Ten Mile Creek lying adjacent to the site is designated SL01688 because of its historical significance in the Florida Master Site File.

Prior to the commencement of development activities, measures will be taken to determine the presence of historical and archaeological sites. An employee within St. Lucie County Environmental Resources Department has become certified by the Division of Historical Resources to be able to conduct limited monitoring activities in accordance with review and compliance recommendations.

In the event that historical or archeological sites are identified, coordination with the Florida Department of State, Division of Historical Resources www.dhr.dos.state.fl.us and St. Lucie County will be necessary to protect the resource. If any archaeological or historical sites are discovered, the county will comply with provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). The Division of Historical Resources, Florida Department of State, will be notified if any archaeological or historical sites are uncovered. All information about the site will be submitted for listing as a Site of Historical Significance, and Fl Master Site File form submitted.

The collection of artifacts or the disturbance of archaeological and historic sites on the site is prohibited, unless prior authorization has been obtained from DHR.

EDUCATIONAL ACTIVITIES

A self-guiding interpretive trail will be established through the site identifying the dynamics of the ecosystems, wildlife and flora. The pamphlets will lead visitors to a series of numbered 4x4 posts located along the trail. Informational kiosks will be constructed at the parking lot to identify the site, post rules and obtain nature trail pamphlets. An interpretive display will be placed at the entrance of the trail at the parking lot.

The existing house or garage will be converted into a nature center with several displays regarding the Preserve program. The center will be open on weekends during 5 months of the year from December through April. The center will be open from 8 am to 5 PM. A minimum of twelve classes will be conducted each year at the site to discuss the protection of natural resources.

GREENWAYS MANAGEMENT

The NFSLR Greenway ecological and recreational corridor contains a patchwork of individual parcels lying along the North Fork of the St. Lucie River, Five and Ten Mile Creeks. The 12 mile long corridor contains a variety of natural communities including floodplain forest, floodplain swamp, mesic flatwoods, scrubby flatwoods, depression marsh and scrub. The greenway consists of upland and aquatic preserves and parks managed by a variety of state, county and city governments. The addition of these parcels to the Greenway will link several existing and proposed natural areas and parks along the northern limits of the North Fork and Five & Ten Mile Creek areas. (Exhibit N) Acquisition of the parcels will be an important link towards the connection of the Five & Ten Mile Creek properties to Platt's Creek Mitigation Bank and Strazulla parcel, through the Audubon Preserve, eventually terminating at Ten Mile Creek West. (Exhibit N)

The NFSLR project also fulfills greenways policies set forth in the Conservation Element of the County Comprehensive Plan. These policies encourage the creation of greenways countywide, including the establishment of wildlife corridor greenways. The element requires coordination with the state and federal lands acquisition programs to encourage the connection of public owned lands

RICHARD E. BECKER PRESERVE

MANAGEMENT PLAN

(08-057-FF8)

Prepared by

St. Lucie County
Environmental Resources
2300 Virginia Avenue
Ft. Pierce, FL 34982

APRIL 2011

R. E. BECKER PRESERVE
MANAGEMENT PLAN

TABLE OF CONTENTS

I. INTRODUCTION.....1

II. PURPOSE OF THE PROJECT AND MANAGEMENT.....1

III. SITE DEVELOPMENT, IMPROVEMENT AND ACCESS.....3
- A. SITE DEVELOPMENT.....3
- B. EXISTING IMPROVEMENTS.....3
- C. PROPOSED IMPROVEMENTS.....4
- D. ACCESS.....6
- E. EASEMENTS, CONCESSIONS, OR LEASES.....6

IV. KEY MANAGEMENT ACTIVITIES.....7
- A. MAINTENANCE.....7
- B. SECURITY.....7
- C. STAFFING.....7
- D. NATURAL RESOURCE PROTECTION.....7
  - TOPOGRAPHY
  - SOILS
  - HYDROLOGY
  - VEGETATIVE COMMUNITIES
  - WILDLIFE RESOURCES
  - MONITORING PLAN
  - BUFFERING
- E. RESOURCE RESTORATION AND ENHANCEMENT.....11
  - EXOTIC SPECIES
  - WETLAND RESTORATION
  - REFORESTATION
  - MONITORING
- F. ARCHAEOLOGICAL AND HISTORICAL RESOURCE PROTECTION.....13
- G. EDUCATIONAL ACTIVITIES.....14
- H. GREENWAYS MANAGEMENT.....14
- I. COORDINATION.....15

V. COST ESTIMATE AND FUNDING SOURCE.....16

VI. PRIORITY SCHEDULE.....17

VII. MONITORING AND REPORTING.....17

VIII. REFERENCES SITED.....18

IX. APPENDIX (Cont.)

A. LOCATION MAP.....EXHIBIT A
B. AERIAL.....EXHIBIT B
C. SITE PLAN.....EXHIBIT C
D. TOPOGRAPHICAL MAP.....EXHIBIT D
E. SOILS MAP.....EXHIBIT E
F. NATURAL COMMUNITIES MAP.....EXHIBIT F
G. MONITORING PLAN.....EXHIBIT G
H. INVENTORY FORMS.....EXHIBIT H
I. SPECIES LIST.....EXHIBIT I
J. GRANT AWARD AGREEMENT.....EXHIBIT J
K. DEED.....EXHIBIT K
L. PUBLIC USE GUIDE.....EXHIBIT L
M. SPECIAL MANAGEMENT CONDITIONS.....EXHIBIT M
N. GREENWAYS PLAN.....EXHIBIT N
O. RESTORATION MAP.....EXHIBIT O
P. EXOTIC PEST PLANT COUNCIL LIST.....EXHIBIT P
Q. FLOODPLAIN/COASTAL HIGH HAZARD AREA MAP.....EXHIBIT Q

R. E. BECKER PRESERVE
MANAGEMENT PLAN

Introduction

The Becker project consists of two (2) parcels consisting of 13.44 acres, located in Ft. Pierce, Florida. The site is located at the intersection of Ralls and Selvitz roads, along Ten Mile Creek, and is also within the Eastward Ho! Corridor. (Exhibit A) More specifically, it is located in Section 29, of Township 35 south, Range 40 east. The site consists of a variety of upland and wetland habitats including: Floodplain Forest and Floodplain Marsh.

Grant funding from Florida Communities Trust was used to acquire the project site and this management plan was developed to ensure that the project will be developed in accordance with the Grant Award Agreement and in furtherance of the purpose of the grant application.

Purpose of the Project and Management

The purpose of the purchase and preservation of Becker Preserve is to:

1) Implement the goals and objectives of the Ft. Pierce Comprehensive Plan;

2) Preserve 13 acres selected for purchase under the County's Environmentally Significant Lands Program;

3) Protect native ecological communities that contain viable upland habitats which are sufficiently large to remain functional over time;

4) Protect endangered and threatened plant communities and their habitats;

5) Increase resource based outdoor recreation opportunities in the City of Ft. Pierce which are compatible with conservation and natural resource management objectives;

6) Acquire native habitat that has been previously impacted for restoration and enhancement;

7) Acquire lands to develop a greenway network through connecting publicly owned recreation and conservation lands;

8) Acquire lands to increase the level of service requirements for recreational trails.

9) Acquire lands located in designated Hazard Mitigation Areas.

The Project would assist Ft. Pierce in implementing the goals, objectives and policies associated with the Conservation, and Recreation and Open Space elements of the Fort Pierce Comprehensive Plan.

Conservation Element

Acquisition of the project will further Conservation Policy 4.5.5, which calls for the protection of listed wildlife and wildlife habitats by promoting public acquisition of known listed species wildlife habitat.

Acquisition of the project will assist with Conservation Policy 4.4.8, which recommends that the City administer land acquisition programs to acquire environmentally sensitive lands, and support the effort of other public agencies in the acquisition of environmentally sensitive lands.

Recreation and Open Space Element

Becker Preserve will assist the City in attaining Recreation and Open Space Objective 7.1 , which is to provide a sufficient supply of park, recreation and open space facilities to satisfy established level of service standards. The project will provide an additional 13 acres for open space and resource based recreational use.

The project will also assist the City in implementing Recreation and Open Space Policy 7.4.3, which pursues the development of linear parks and integrated open space systems along waterfront properties.

Acquisition of the site will satisfy Policy 7.4.4 that actively pursues and encourages the development of open space corridors that establish continuous linkages between park and recreation facilities, conservation areas, environmentally sensitive lands, non-vehicular pathways, natural water bodies, and other open space areas located throughout the city.

Hazard Mitigation

The project will further the intent of two mitigation priority projects. The Ten Mile Creek Mitigation Strategy is intended to store and treat excessive stormwater prior to outfall into the North Fork of the St. Lucie River. Through the preservation and restoration of this site, additional stormwater capacity will be available at the Ten Mile Creek Attenuation Facility (Ten Mile Creek WPA).

The Ten Mile Creek Acquisition and Restoration Priority Project is intended to enhance and restore native habitats and their water purification and water storage functions. The restoration of wetland and associated ditches along Ten Mile Creek will enhance the sites ability to store and treat waters prior to outfall into Ten Mile Creek and downstream waters. These activities will further the local mitigation strategies.

FCT Provisions

The project site shall be managed only for the conservation, protection, and enhancement of natural resources, and for public outdoor recreation and education that is compatible with the conservation, protection and enhancement of the site. Once the project is purchased, the County will amend the future land use designation from (RL) Low density residential to Conservation status, consistent with zoning requirements. The zoning will also be changed from (RS-1) Residential, Single family to Conservation status. Upon acquisition, an amendment to the Future Land Use Map and Zoning Map will be made at the next amendment cycle to the comprehensive plan.

All literature and signage shall identify that "funding for the acquisition of this site was provided by Florida Communities Trust".

Adjacent development activities will be monitored through the review and approval process to ensure that development activities do not negatively affect natural resources on the project site. Where applicable, vegetated buffers, site design and height limitations should be implemented, as necessary, to ensure that resources and planned outdoor recreation activities are sufficiently protected from the adverse impacts of adjacent land uses.

Requirements imposed by other grant programs shall not conflict with the terms and conditions of the Florida Communities Trust award.

SITE DEVELOPMENT, IMPROVEMENTS AND ACCESS

SITE DEVELOPMENT

The management of the project site will be undertaken by St. Lucie County, Department of Environmental Resources. The Director of Environmental Resources will make written requests and receive written approval from Florida Communities Trust before undertaking any site alterations or physical improvements that are not addressed in the FCT approved management plan.

EXISTING IMPROVEMENTS

The following existing improvements are found on the project: (Exhibit C)

An existing 2,687 square foot house, 1350 square foot garage, dirt driveway, barbeque pit and power poles are located on the site. Besides these improvements, no additional infrastructure has been identified on the project. Exhibit B contains an aerial of the property.

PROPOSED PHYSICAL IMPROVEMENTS

All proposed physical improvements shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources of the property without causing harm to these resources. Where practical, proposed improvements will be located on disturbed areas. No improvements will be located where their existence will deter from the protection, restoration and preservation of the natural and cultural/historic resources of the property.

Proposed site improvements shall be designed and located to minimize or eliminate the long term risk of storm damage or flooding in conjunction with appropriate hazard mitigation agencies or experts. An engineering firm will be hired to design any improvements valued in excess of $1,000, to minimize risk to storm damage or flooding.

The results of the plant and animal survey will be utilized to locate all proposed physical improvements on the site. No listed species will be impacted with the proposed improvements.

The following proposed physical improvements are identified in Exhibit C:

Fencing

Fencing will be erected along all appropriate property lines to restrict unauthorized access. Approximately 1,450 linear feet of fence will be required to protect the project. Minimal to medium clearing of vegetation will be necessary to construct the fence. Fencing to include hog wire or smooth wire adjacent to the scout camp (for safety purposes), and along roadways. Where wetlands, ditches or other impenetrable objects occur along the property line, fencing is recommended, but not necessarily required. The property line shall be posted every 500 feet and at each corner and gate.

Trail System

Over 2,000 feet of hiking trails will be established through the site identifying the natural features of the property. Trails will originate at the kiosk at the parking lot. An interpretive display (4'x3') will be constructed in this area. Trails will utilize existing pathways wherever possible. Exhibit C indicates the approximate location of proposed trails.

Canoe Launch

A canoe launch will be constructed on the oxbow to gain access to Ten Mile Creek. A sign will be placed at the launch, indicating that No motors will be allowed. The slope will be a minimum of 8/1. In conjunction with a launch, a short dock will be constructed.

Observation Deck

An 8' x 8' observation deck is proposed overlooking the original Ten Mile Creek. An interpretive panel will be placed at this location and will explain the Creek and the North Fork of the St. Lucie River.

Kiosk

An educational display center will be constructed at the parking lot, identifying the boundaries of the project, and posting rules. Site brochures and nature trail pamphlets will be available at the kiosk for visitors.

Parking Lot

A small lot will be placed along Selvitz road. The lot will be delineated with 6" x 6" posts and 2" x 6" rail. The lot will be approximately 65 x 100 foot, consist of grass, (shell if necessary), and will accommodate approximately fifteen (15) vehicles. A bicycle stand will be provided at the site entrance. ADA parking, canoe drop off and overflow parking will be provided at the Nature Center.

If a storm water facility is required, it shall be designed to mimic nature and provide wildlife habitat. Elements to be considered include:

- appropriate side slopes to allow for proper planting of vegetation. Slopes of 8/1 to 12/1 are preferred.
- appropriate planting of species typical of depression marshes shall include: maidencane, pickerelweed and duck potato.
- The pond shall be contoured in the shape of a circular depression marsh.
- To facilitate growth, an organic layer 2 inches thick shall be placed at the edge of the pond to a minimum width of 4 feet or one foot change in elevation, whichever is greater.

Wildlife Blind

An 8' x 8' wildlife blind will be placed overlooking the oxbow. Camouflaged netting will be used to minimize impacts to any wildlife.

Nature Center

The existing house or garage will become a nature center. It will be staffed on weekends from December through April from 8-5 PM unless a program is scheduled. All of the Florida Communities Trusts lands will be highlighted at the center, including the Becker Preserve and greenways and trails program. A number of non-profit conservation groups such as Audubon or Conservation Alliance may hold educational programs in the building(s).

Restrooms

The existing restroom within the garage will remain open from dawn to dusk for canoers. In addition, a restroom within the existing house will be open during weekends from December through April.

Amphitheater

An open air amphitheater will be provided for day and nighttime use. An existing berm will be utilized for seating. Electric service is nearby and is available for use.

Signage

A sign will be provided at the parking lot, identifying the project as being publicly owned, open to the public, the purchase of which was facilitated by funds from Florida Communities Trust and St. Lucie County, and operated as a natural resource conservation area. The sign shall be at least 2' x 3' in size and include the FCT logo. The language shall include the following: "Funding for the acquisition of this site was provided by Florida Communities Trust". The next printed line shall identify the year that the site was acquired. FCT will also be recognized in all printed literature and advertising. As a condition of sale, the site will be known as the R. E. Becker Preserve.

A variety of permits are anticipated to be necessary for the above improvements, and include:
Local - A building permit is necessary for fencing, observation deck, wildlife blind, boardwalks and parking lot.
State/Federal - Wetland restoration and boardwalks.

ACCESS

Vehicular access will be provided from Selvitz road. To promote accessibility by bicyclists, a bike stand will be placed at the parking lot. An existing gate is located at the entrance to the house, and will be locked each night at dark, and opened in the morning. ADA parking and a canoe drop off will be created at the Nature Center.

To improve access to the site by pedestrians and bicyclists, any road improvements to Selvitz road will include a provision for bicycle lanes or a sidewalk, linking residential areas from the west. Maintenance access will be provided through the existing driveway. The site will be open from dawn to dusk.

EASEMENTS, CONCESSIONS, OR LEASES

Easements

A utility easement bisects the site providing electricity to the house and garage. There are no other known easements assigned to the property.

Concessions and Leases

There are no existing or proposed concessions or leases on the site. St. Lucie County will provide Florida Communities Trust 60 day's prior written notice and information regarding any lease of any interest, the operation of any concession, any sale or option, any use other than by a member of the public, and management contracts of the project site with non-governmental persons or organizations.

Any concession or lease proposed for the site must be reviewed and approved (written) by FCT, prior to execution of the agreement. Any fees generated from the site will be placed in a segregated account to be used for the upkeep and maintenance of the site.

KEY MANAGEMENT ACTIVITIES

MAINTENANCE

St. Lucie County will assume responsibility for the on-going maintenance of the site, including mowing, trail maintenance, trash pickup, exotics and maintenance of physical improvements. Establishment of fencing along the perimeter of the site will ensure that dumping of trash or hazardous material does not occur.

SECURITY

The St. Lucie County Environmental Resources Department will monitor the area in their day to day activities. They will contact the Sheriffs Department if they observe any vandalism, trespassing, and other property damage.

STAFFING

No additional staffing is recommended at this time.

NATURAL RESOURCE PROTECTION

Topography

Topography of the site is level and slopes to Ten Mile Creek. Highest elevations of the site (approximately 17 feet above mean sea level) are found along Selvitz road. The original Ten Mile Creek bisects the site at an elevation of approximately 4 feet. Exhibit D contains a topographic map of the parcels.

Soils

Four soil types are found on the site and include Arents (4), Electra fine sand (12), and Fluvaquents (14). Exhibit E identifies the location and extent of the soils on the project.

Arents (4) consist of soil material dug from several areas that have different kinds of soil. It is used to fill such areas as low sloughs, marshes and swamps above their natural ground levels. In most places, the Arents soil is made up of loose, sandy mineral material. The water table is within depths of 20 inches and 50 inches for most of the year.

Electra fine sand (12) is a poorly drained, nearly level and sloping soil of low ridges and knolls. The water table is between depths of 25 to 40 inches for about 4 months and below a depth of 40 inches during dry years.

Fluvaquents (14) is a very poorly drained, nearly level soil of flood plains of rivers and creeks. The water table is at a depth of less than 10 inches for 4 to 6 months and within a depth of 40 inches for 9 to 12 months. More than once every 2 years the soils are flooded for a period of 7 to 30 days.

Hydrology

The majority of St. Lucie County is drained via intermittent streams, creeks, rivers, closed depressions and grassy sloughs. Ten Mile Creek, which is the headwaters of the NFSLR, drains the northern part of Allapattah Flats around the northern end of Green Ridge. Five Mile Creek drains the area between the Atlantic Coastal Ridge and Ten Mile Ridge and flows into the NFSLR towards the Stuart Inlet.

Water quality is a problem in the North Fork of the St. Lucie River as well as their tributaries. The Florida Department of Environmental Protection and St. Lucie County Health Departments have concluded that fertilization of lawns, application of pesticides, influx of freshwater and use of septic tanks has negatively impacted the quality of water in the river. (Much of which is performed by residential development along the river and its tributaries) (Exhibit O) Though there is little information regarding water quality adjacent to the site, the acquisition of this project for conservation purposes will preclude residential development of the parcels, thereby protecting water quality.

Approximately 12 acres (92%) of the site lies within flood zone AE (100-year floodplain). Zone AE is described as an area inundated by 1% annual chance flooding for which Base Flood Elevations have been determined. This zone lies immediately adjacent to Ten Mile Creek and its tributaries. The remainder of the site (1 ac) is within Zone X, an area that is determined to be outside the 500-year floodplain. (Exhibit R)

Natural sheet flow patterns of the parcels generally drain from the south towards Ten Mile Creek. Natural sheet flow patterns of the parcels have been influenced by the construction of the canal that bisects the site and the earthen berm that was placed within the oxbow.

Vegetative Communities

Several vegetative surveys have been completed on the property. The results of these surveys are compiled in Exhibit I.

The following descriptions of the natural communities identified on the site are based on the classification provided in the Guide to the Natural Communities of Florida (1990), a joint publication of the Florida Natural Areas Inventory (FNAI) and the Florida Department of Environmental Protection (FDEP). Becker Preserve is characterized by three (3) natural communities including: Floodplain Forest (8.3 ac), Floodplain Swamp (0.8 ac) and Blackwater Stream (0.5 ac). Exhibit F depicts the location of natural communities that occur within the site.

Floodplain Forest

Floodplain Forests are hardwood forests that occur on drier soils at slight elevations within floodplains, such as on ridges, and are usually flooded for a portion of the growing season. Hydroperiod is the primary physical feature of Floodplain Forests, which are inundated by flood waters nearly every year for 2 to 50% of the growing season. Vegetation consists of an overstory of

mature Laurel Oak, Water Hickory and Cabbage Palm. Understory consists of coffee, air potato, syngonium and bamboo.

The 8.3 acre forest is in poor condition. A significant amount of exotics exist on the site and have altered the function of the community. The primary focus of management activities will be the removal of exotics and construction debris.

Floodplain swamp

Floodplain swamps occur on flooded soils along stream channels and in low spots and oxbows within river floodplains. Dominant trees are usually buttressed hydrophytic trees. Floodplain swamps are flooded for most of the year, with sites along channels inundated by aerobic flowing water while those of sloughs and back swamps are flooded with anaerobic water for extensive periods of time. Vegetation consists of Carolina willow, swamp lily, and smartweed. The floodplain swamp encompasses the original Ten Mile Creek before channelization in the 1930's. The 0.8 acre swamp is in good condition. A portion of an existing oxbow was filled, disconnecting the natural water flow through the wetland.

Blackwater Stream

Blackwater Streams are characterized as perennial or intermittent seasonal watercourses originating deep in sandy lowlands where extensive wetlands with organic soils function as reservoirs, collecting rainfall and discharging it slowly to the stream. Blackwater Streams are the most widely distributed and numerous riverine systems in the southeast Coastal Plain. Very few, however, have escaped major disturbances and alterations. The dark colored water reduces light penetration and thus, inhibits photosynthesis and the growth of submerged aquatic plants. The 0.5 acre stream is in fair condition. The historic waterway was channelized, altering the historic flow of Ten Mile Creek through the site. Through the filling of a portion of the old creek bed, a portion of the Creek has become a Floodplain Swamp.

Wildlife Resources

The site contains sufficient habitat for several species of wading birds and include: Little Blue Heron (SSC), Tri-colored Heron (SSC) and White Ibis (SSC). These wading birds are listed as a Species of Special Concern primarily due to loss of wetland habitat (state-wide or locally) for forage and nesting.

The primary tool to protect wading bird habitat is to acquire lands within the designated area to preserve the shallow waterbodies for foraging purposes. Nesting habitat for wading birds is minimal in this area of the North Fork. To maintain wetland forage habitats several management techniques will be employed and include: 1) Rehydrate the disjunct oxbow through reconnection to Ten Mile Creek; 2) Eliminate exotic vegetation that may interfere with foraging such as Cattail, water lettuce, water hyacinth and hydrilla; and 3) Minimize sedimentation of wetlands through implementation of Best Management Practices that include: monitoring of maintenance dredging of nearby ditches

through the use of floating turbidity screens and/or conducting maintenance activities during the dry season.

Removal of exotic vegetation will be the primary means utilized in the management of the vegetative communities and listed species. To protect the important flora and fauna of the site, all listed species will be protected. Proposed improvements will not be permitted to impact any listed species. Prior to any development, the area proposed to be impacted will be surveyed for listed species. To further protect plant life, the collection, damage, or removal of plants is prohibited (exhibit L, page 2, par. B) In this regard, a sign will be erected, stating that the collection of plants and animals is prohibited.

The County will coordinate with the Florida Fish and Wildlife Conservation Commission, DEP Aquatic Preserve and the U.S. Fish and Wildlife Service for guidance and recommendations on managing listed species habitat. A copy of the management plan will be sent to the Fish and Wildlife Conservation Commission and Aquatic Preserve for comment. A copy of the comments will be forwarded to FCT.

Monitoring Plan

A monitoring plan will be developed by St. Lucie County to insure the continued viability of the vegetative communities and listed species on the site. An annual survey will be performed utilizing two transects bisecting the site. Exhibit G indicates the locations of the photo points and transects. The Florida Natural Areas Inventory will be forwarded information on the occurrence of listed plant and animal species. Appropriate forms are found in Exhibit H.

Buffering

The project is approximately 800 feet wide and ¼ mile long, containing approximately 1 mile of perimeter boundary. 1,400 feet of the site is adjacent to Ten Mile Creek. The site is adjacent to property with a future land use of Residential Low Density (RL) to the south and west, and Residential Urban (RU) across Ten Mile Creek.

Consideration will be given when constructing nature trails on the parcels to avoid views into existing residential areas. All trails will be located as far away from the property lines as possible to minimize views of adjacent physical improvements.

Ecologically, these adjacent land uses have minimal impacts to the site. Exotic species such as domesticated animals and invasive plants will be the dominant negative impact to the sites resources.

Off-site nutrients such as fertilizers, herbicides and other pesticides, have not been identified, and are assumed to be negligible.

RESOURCE RESTORATION AND ENHANCEMENT

Resource restoration and enhancement activities include: exotic species eradication, upland and wetland restoration, and monitoring. Restoration areas are identified in exhibit P.

Exotic Species

Exotic species are plants or animals which are not endemic to Florida's natural community types, but have been introduced from foreign locations into suitable environments in which they thrive. Exotic animal species are the result of release pets, or as in the case of feral hogs, are naturalized from the times of early exploration of the Florida peninsula. Exotic plant species most often are intentionally introduced species or ornamental which spread through seed, spore, fruit, or tissue dispersal.

Invasive exotic plants and animal species have several common attributes which are detrimental to natural communities. All compete with native species for limited resources: sunlight, food, space and shelter. Their high reproductive rates and lack of ecological control factors, such as predation and disease, enable them to out-compete natives and thereby dominate the landscape. In many cases, exotics do not afford the benefits of providing food and/or cover that native animals rely on to survive. Other exotics affect native species by inadvertently damaging the communities they frequent, or bring disease to endemic populations.

There are many exotic species on the Property; however, not all are an invasive nature or ecology threatening. The objective of exotic species control on the site is the removal of all non-native species which interfere with natural community functions. The county will utilize the current edition of the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the site. Category I and II exotics will be the primary species targeted for eradication. (Exhibit Q)

Invasive Plants

Due to exotic plant species' reproductive potential, exotic species control will be a management priority within all natural communities of the property.

Methods of treatment

Invasive exotics will be eliminated by herbicides and/or a combination of mechanical and manual methods. Methods of eradication will be determined by community type, degree of compaction anticipated and proximity to surface water.

Species-specific treatments - Exotic control and removal methods will differ based upon the exotic species. The following is a description of the species-specific treatment for the major species threatening the Property's natural communities.

Brazilian Pepper, castor bean and Bamboo - May be eliminated by a variety of techniques. Garlon 3A may be used on a cut stump treatment at a 50% solution or Garlon 4 may be applied basally at a 10% solution.

Air potato, Old world climbing fern and Syngonium– May be eliminated by cutting and spraying Roundup at a 5% solution.

Once the exotics are removed, there is sufficient existing native species in the understory to become the future composition of the stand. A management priority will be to eliminate any exotic regrowth and germination of dormant seed.

Invasive Animals

Feral Hogs - Feral hogs have been observed within the Floodplain Forest on the site. Property damage and ecologic disruption due to wild hogs is well documented within Florida. Feeding habits, high fecundity and habitat adaptability provide an intolerable combination of pressures on most natural communities subject to feral hog populations.

Harvesting hogs is a necessity on most properties with breeding populations. Common methods for population control are hunting and trapping. The presence of feral hogs will be monitored in day to day management activities. When there is evidence of hogs on the property, they will be removed from the site as soon as possible. A notice will be posted in the informational kiosk, asking hikers to report any sightings to the County.

Other Feral Animals - Oftentimes, domesticated cats, dogs and ducks are released into the "wilds" to fend for themselves. These animals tend to predate on many species of native animals of various ages such as rabbits, mice, voles, birds, lizards and squirrels. These animals may also spread disease such as rabies, distemper, and parvo that may affect native populations. To manage feral animal populations, they shall be trapped and removed from the site when present.

Wetland Restoration

The disconnected oxbow will be restored to the greatest extent possible to historic site conditions. It appears that a small road was built behind the house, filling in a portion of the old creek bed, which was diverted when portions of Ten Mile Creek was dredged and straightened in the 1920's. To restore the original creek to historic site conditions, this plug will be removed. It is anticipated that 500 cubic yards of fill will be removed. To enhance wetland functions, the excavated area will be replanted with floodplain swamp vegetation consisting of swamp lily, leather fern, and smartweed. Approximately 500 plants will be installed. The area consists of approximately 0.5 acres.

To enhance the quality of stormwater entering the North Fork from the road rights of way, a one (1) acre pond will be constructed along Selvitz road. The pond will filter pollutants before they enter the North St. Lucie Water Control District Canal 100, which leads to Ten Mile Creek.

To mimic nature and provide wildlife habitat, the pond will meet the following elements:

- establish appropriate side slopes to allow for proper planting of vegetation. Slopes of 8/1 to 12/1 are preferred. Minimal safety standards to minimize the possibility of drowning is a 4/1 slope.
- appropriate planting of species typical of a depression marsh shall include: rushes, sedges and pickerelweed. Approximately 1,000 shrubs shall be planted around the perimeter of the pond.

Reforestation

Native trees/plants typical of a hydric hammock will be planted within the upland portions of the site. Species will include Laurel Oak, Live Oak, Cabbage Palm and Hickory. Groundcovers will consist of wild coffee, saw palmetto, beautyberry and myrsine. Approximately 300 trees and 2,000 shrubs will be planted on the approximately 8.4 acres of disturbed area within the site.

It is unknown when the property was last influenced by fire. Since floodplain forests and floodplain swamps are not dependent upon fire, fire will not be used to manage the site. Exhibit P indicates those areas on the property that would benefit from hydrologic restoration, reforestation and exotic restoration. Approximately 10 acres of the site will be restored.

Monitoring

Photo plots will be established to monitor exotic removal efforts and the re-establishment of native species. Two transects will be established to document management objectives and record species present on the site. (See exhibit G) Data will be taken annually and included in the annual stewardship report to the Florida Communities Trust. The annual report will define those efforts that have been performed to achieve the goals as described in the management plan.

ARCHAEOLOGICAL AND HISTORICAL RESOURCE PROTECTION

There are no known cultural or historic sites within the property. Within 1/4 mile of the site is located SL01350, a residence circa 1936. Ten Mile Creek lying adjacent to the site is designated SL01688 because of its historical significance in the Florida Master Site File.

Prior to the commencement of development activities, measures will be taken to determine the presence of historical and archaeological sites. An employee within St. Lucie County Environmental Resources Department has become certified by the Division of Historical Resources to be able to conduct limited monitoring activities in accordance with review and compliance recommendations.

In the event that historical or archeological sites are identified, coordination with the Florida Department of State, Division of Historical Resources www.dhr.dos.state.fl.us and St. Lucie County will be necessary to protect the resource. If any archaeological or historical sites are discovered, the county will comply with provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). The Division of Historical Resources, Florida Department of State, will be notified if any archaeological or historical sites are uncovered. All information about the site will be submitted for listing as a Site of Historical Significance, and Fl Master Site File form submitted.

The collection of artifacts or the disturbance of archaeological and historic sites on the site is prohibited, unless prior authorization has been obtained from DHR.

EDUCATIONAL ACTIVITIES

A self-guiding interpretive trail will be established through the site identifying the dynamics of the ecosystems, wildlife and flora. The pamphlets will lead visitors to a series of numbered 4x4 posts located along the trail. Informational kiosks will be constructed at the parking lot to identify the site, post rules and obtain nature trail pamphlets. An interpretive display will be placed at the entrance of the trail at the parking lot.

The existing house or garage will be converted into a nature center with several displays regarding the Preserve program. The center will be open on weekends during 5 months of the year from December through April. The center will be open from 8 am to 5 PM. A minimum of twelve classes will be conducted each year at the site to discuss the protection of natural resources.

GREENWAYS MANAGEMENT

The NFSLR Greenway ecological and recreational corridor contains a patchwork of individual parcels lying along the North Fork of the St. Lucie River, Five and Ten Mile Creeks. The 12 mile long corridor contains a variety of natural communities including floodplain forest, floodplain swamp, mesic flatwoods, scrubby flatwoods, depression marsh and scrub. The greenway consists of upland and aquatic preserves and parks managed by a variety of state, county and city governments. The addition of these parcels to the Greenway will link several existing and proposed natural areas and parks along the northern limits of the North Fork and Five & Ten Mile Creek areas. (Exhibit N) Acquisition of the parcels will be an important link towards the connection of the Five & Ten Mile Creek properties to Platt's Creek Mitigation Bank and Strazulla parcel, through the Audubon Preserve, eventually terminating at Ten Mile Creek West. (Exhibit N)

The NFSLR project also fulfills greenways policies set forth in the Conservation Element of the County Comprehensive Plan. These policies encourage the creation of greenways countywide, including the establishment of wildlife corridor greenways. The element requires coordination with the state and federal lands acquisition programs to encourage the connection of public owned lands

into a greenway network, and the adoption of a countywide greenway plan that sets forth strategies for the maintenance and expansion of existing greenways. The plan will include a map of existing and proposed greenways, identify gaps in the greenway network and set forth strategies for the expansion of the existing network. Parcels acquired through the County through the Environmentally Significant Lands Program, such as the NFSLR, will become an integral part of the greenway network.

In 1997, the St. Lucie County Greenway, Trails and Bikeways Advisory Committee was formed. This local multi-disciplinary group was established to discuss how to "connect" various community and environmental resources. The ultimate goal of this group is to provide a plan to guide the creation of a countywide greenway, trails, and bike paths. The NFSLR was identified within this greenway plan which provides the foundation for the Countywide Greenway Plan. This draft summary of Community Design Charrette was recently completed and is included in the management plan. (Exhibit N)

To provide for a successful greenway effort, all entities that manage lands along the North Fork will be consulted prior to acquisition and development when appropriate. A committee will be formed to coordinate management strategy for protecting and managing the separate parcels within the St. Lucie River Recreational Greenway Corridor.

Several agencies manage parcels along the North Fork of the St. Lucie River and its watershed. At this time, the following entities manage public lands within the North Fork Greenway:

Florida Department of Environmental Protection (1018 ac)
St. Lucie County (460 ac)
City of Port St. Lucie (23 ac)
South Florida Water Management District (20 ac)
St. Lucie Audubon (15 ac)

COORDINATION

Becker Preserve will be managed by St. Lucie County's Environmental Resources Dept. Florida Fish and Wildlife Conservation Commission and/or U.S. Fish and Wildlife Service will be contacted to provide input into the technical aspects of managing the site for listed species. The South Florida Water Management District and Florida Department of Environmental Protection will be consulted for appropriate guidance, recommendations and necessary permits for storm water management and greenway connectivity.

Prior to any site development, a community meeting will be held at the site to discuss the intent of the land preservation program, and its impacts to the adjacent neighbors. Topics to be discussed will include: fencing, access, improvements, and exotics. Resident's comments and suggestions will be documented and incorporated into the management of the site where appropriate.

COST ESTIMATE AND FUNDING SOURCE

The following are projected costs for improvements to the Site:

Fencing (1,450 feet) & clearing (appx $2/linear ft)	$ 3,000
Parking lot (post and rail) and shell	5,000
Kiosk (1)	1,000
Interpretive Display	1,000
Entrance Signs	1,000
Nature trails (appx $0.50/ft)	1,000
Observation Deck	4,000
Wildlife Blind	1,000
Amphitheater	500
Boardwalks	4,000
Nature Center improvements	1,000
Informational brochures	50
Wetland Restoration	2,000
Reforestation	5,000
Total	**$ 29,550**

Thc following are projected annual costs associated with the Site:

Maintenance (gas, oil, tools, supplies, herbicide, etc	$ 2,000
Staffing (repairs, trimming, mowing, trash removal, exotic removal, monitoring, annual report, etc)	$ 10,000
Total	**$12,000**

Funding the Project will be derived from General Revenue, grant sources and donations. Where other grant program funds are sought for accomplishing the activities as set forth in this management plan, those requirements shall not conflict with the terms and conditions of the Florida Communities Trust award.

PRIORITY SCHEDULE	Dec 11	Dec 12	Dec 13	Dec 14	Dec 15
Land Use Change	X				
USFWS, DEP & FFWCC Plan Review	X				
Fencing	X				
Perimeter Signage	X				
Reforestation		X	X		
Parking Lot		X			
Signs		X			
Pamphlet		X			
Nature Trail			X		
Observation Deck			X		
Canoe Launch			X		
Nature Center					X
Wetland Restoration/Creation			X	X	X
Exotic Removal	X	X	X	X	X
Monitoring	X	X	X	X	X

MONITORING AND REPORTING

Photo plots will be established to monitor exotic removal efforts, re-establishment of native species, listed species and changes in plant community composition. Two transects will be established to document management objectives and record species present on the site. Data will be taken annually and included in the annual stewardship report to the Florida Communities Trust. The annual report will define those efforts that have been performed to achieve the goals as described in the management plan. Any newly identified listed species information will be forwarded to Florida Natural Areas Inventory (FNAI) on the appropriate forms found in Exhibit H.

During the annual review process, the plan may be revised as necessary to reflect changes in site conditions or management approaches. Proposed revisions and/or amendments to the Management Plan will undergo review and approval by the appropriate agencies prior to adoption.

The Environmental Resources Director will make written requests and receive written approval from Florida Communities Trust before undertaking any site alterations or physical improvements that are not addressed in the FCT approved Management Plan.

The annual report will include but not be limited to a summary report of the County's previous year's accomplishments as specified below:

1. Management program and activities on the Property.
2. Status of wildlife resources & native plant communities.
3. Status of educational programs (# classes, topics and # of participants).
4. Status of revenues collected from educational programs and how revenues were expended.

5. Review of special problems & concerns encountered.
   The annual stewardship report will be due on May 31st of each year.

REFERENCES SITED

Florida Natural Areas Inventory and Florida Department of Natural Resources. 1990. Guide to the Natural Communities of Florida.

Soil Survey of St. Lucie County Area, Florida. 1980. USDA.

Wood, D.A. 1994. Official Lists of Endangered and Potentially Endangered Fauna and Flora in Florida. Florida Game and Fresh Water Fish Commission.

Wunderlin, R.P. 1939. Guide to the Vascular Plants of Central Fla.

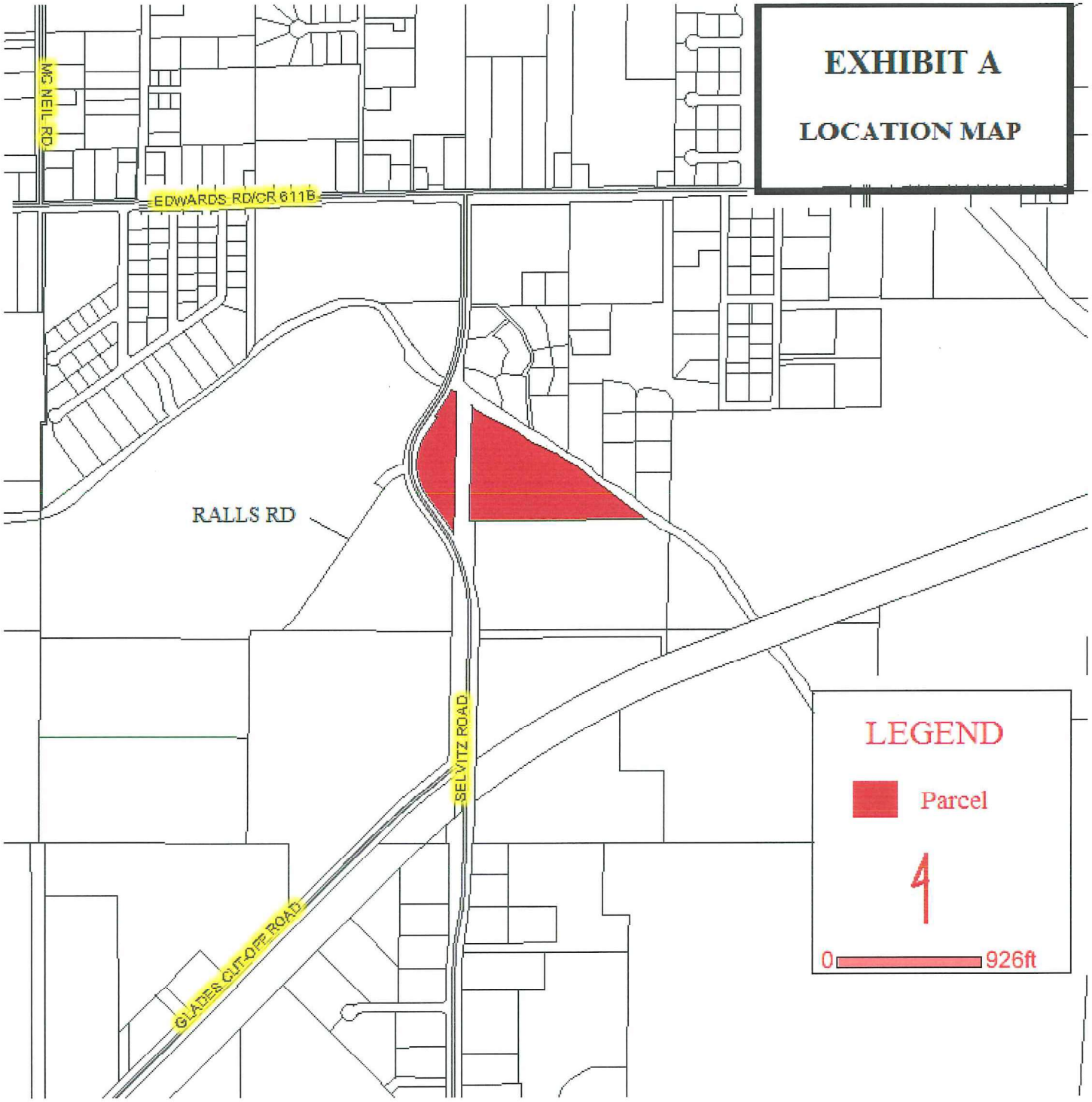


EXHIBIT A
LOCATION MAP
MC NEIL RD
EDWARDS RD/CR 611B
RALLS RD
SELVITZ ROAD
GLADES CUT-OFF ROAD
LEGEND
Parcel
N
0
926ft

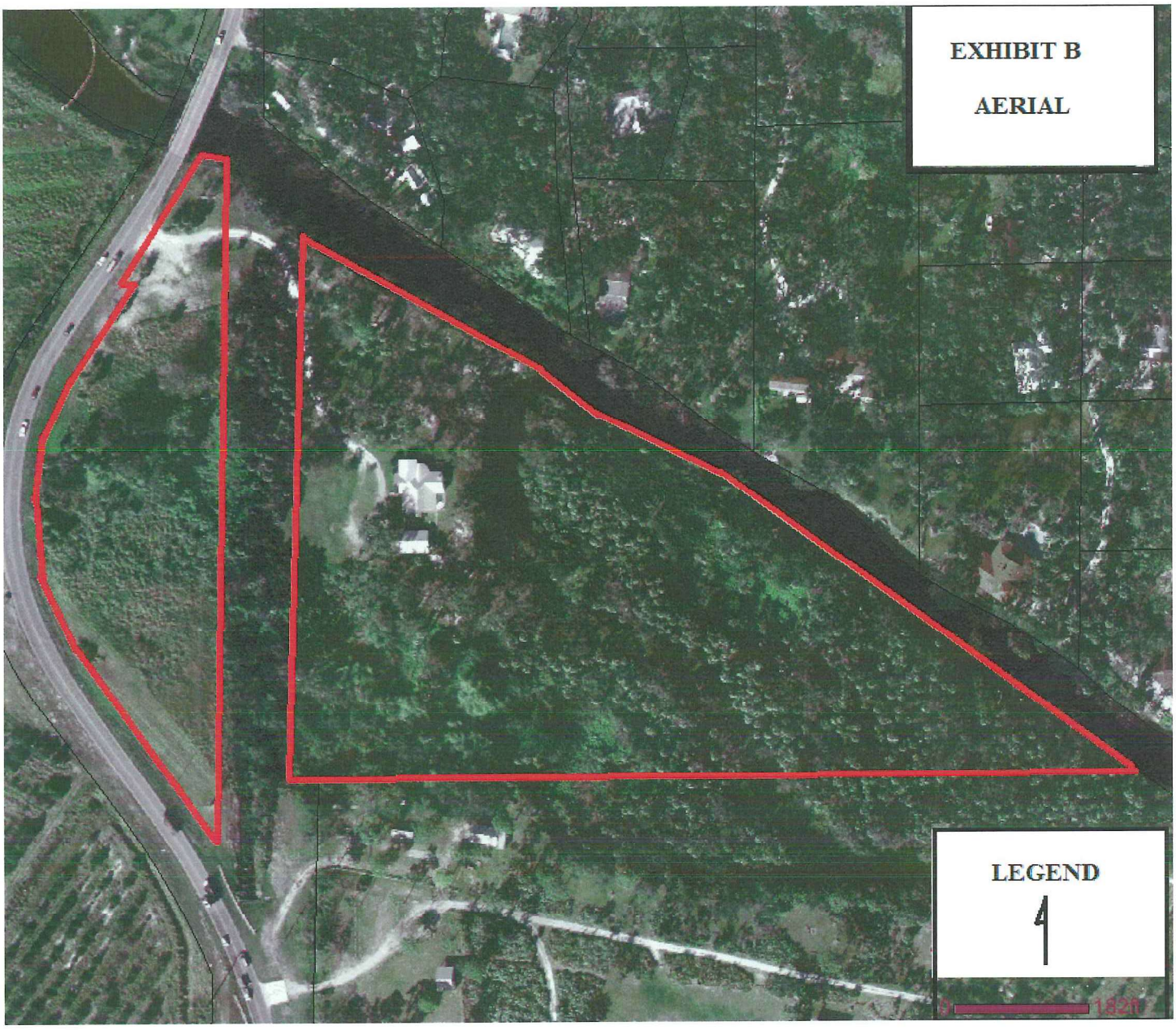


EXHIBIT B
AERIAL
LEGEND
0
1820

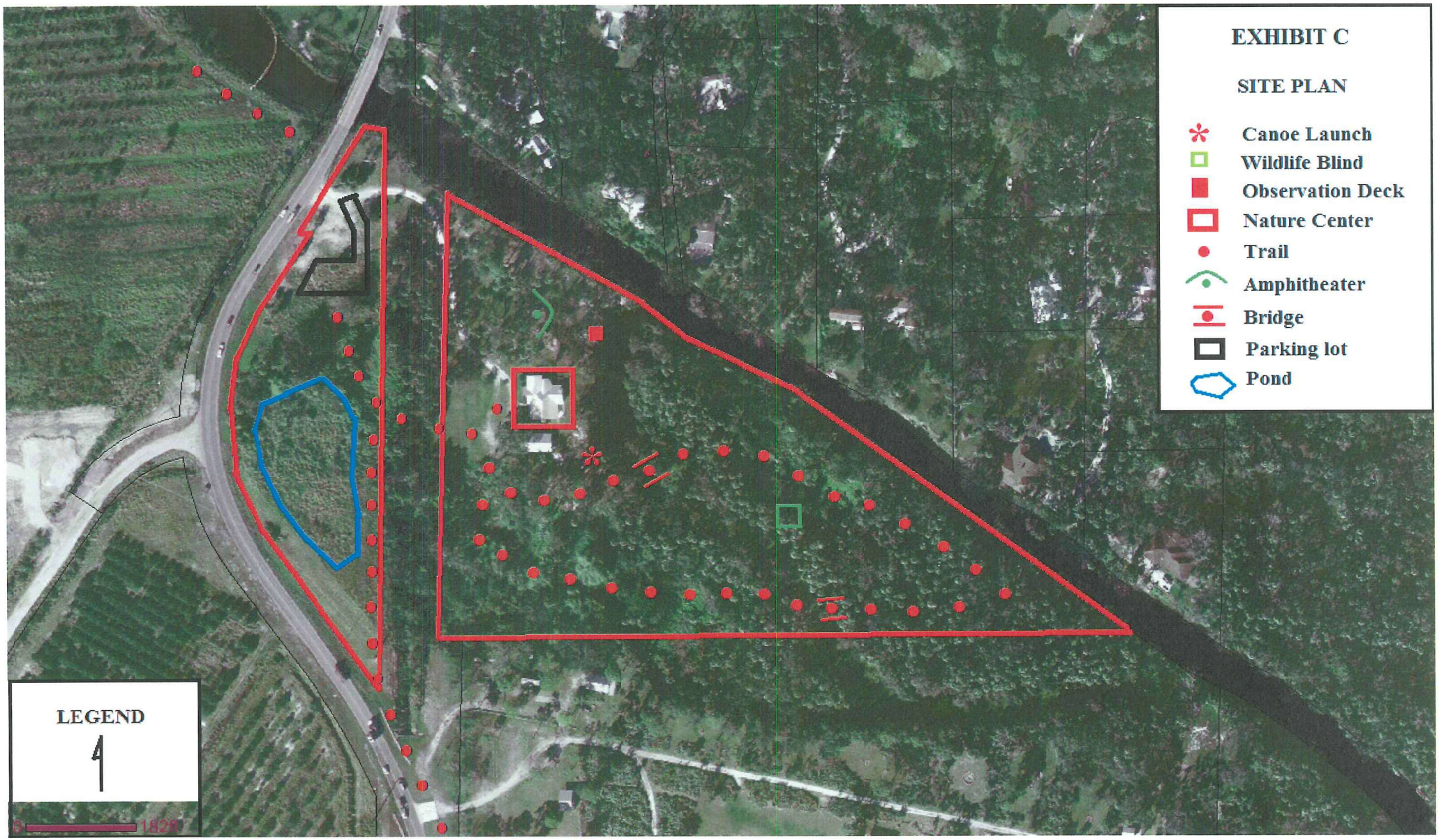
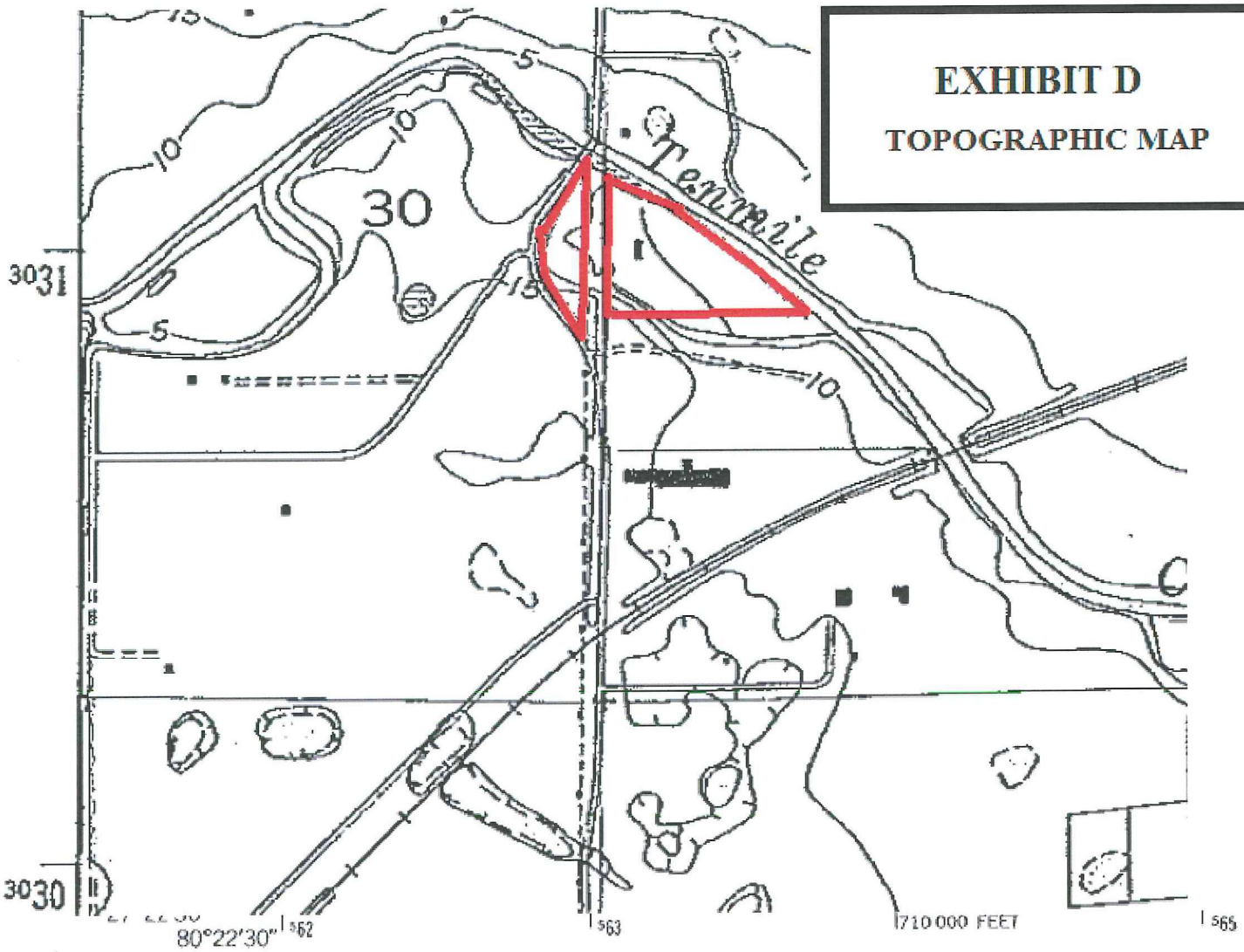


EXHIBIT C
SITE PLAN
Canoe Launch
Wildlife Blind
Observation Deck
Nature Center
Trail
Amphitheater
Bridge
Parking lot
Pond
LEGEND
0
1828'

EXHIBIT D

TOPOGRAPHIC MAP



Mapped by the U. S. Coast & Geodetic Survey
Edited and published by the Geological Survey

Control by USC&GS (C) and USED (E)

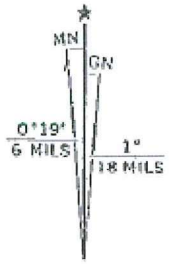
Culture and drainage in part compiled from aerial photographs taken 1946
Topography by plane-table methods 1947. Field check 1948 and 1949

Polyconic projection. 1927 North American datum
10,000-foot grid based on Florida coordinate system, east zone

No distinction is made between dwellings, barns, commercial and industrial buildings

Red tint indicates area in which only landmark buildings are shown

1000-metre Universal Transverse Mercator grid ticks, zone 17, shown in blue



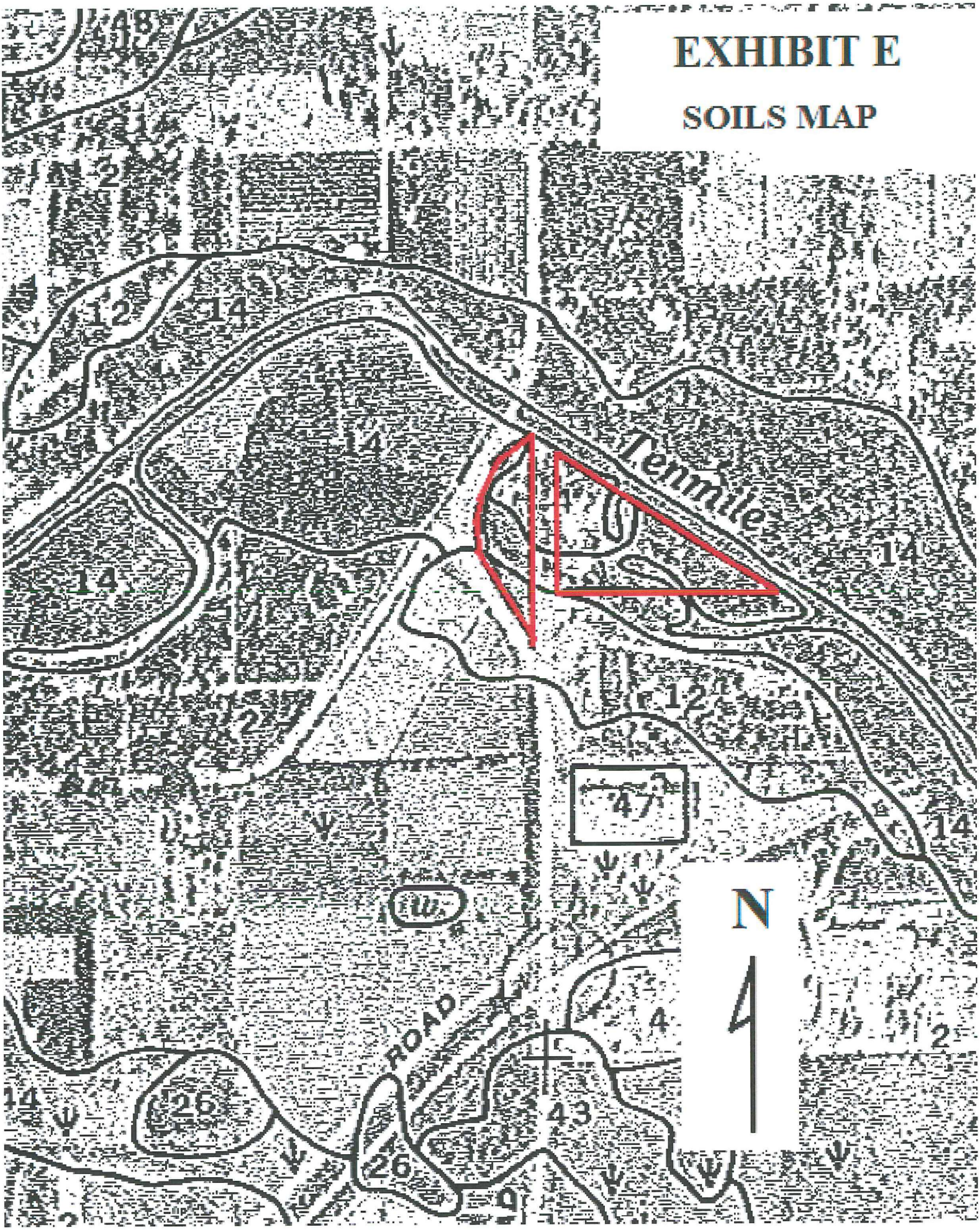
UTM GRID AND 1970 MAGNETIC NORTH DECLINATION AT CENTER OF SHEET

Revisions shown in purple compiled by the Geological Survey aerial photographs taken 1970. This information not field c

Purple tint indicates extension of urban areas

EXHIBIT E

SOILS MAP



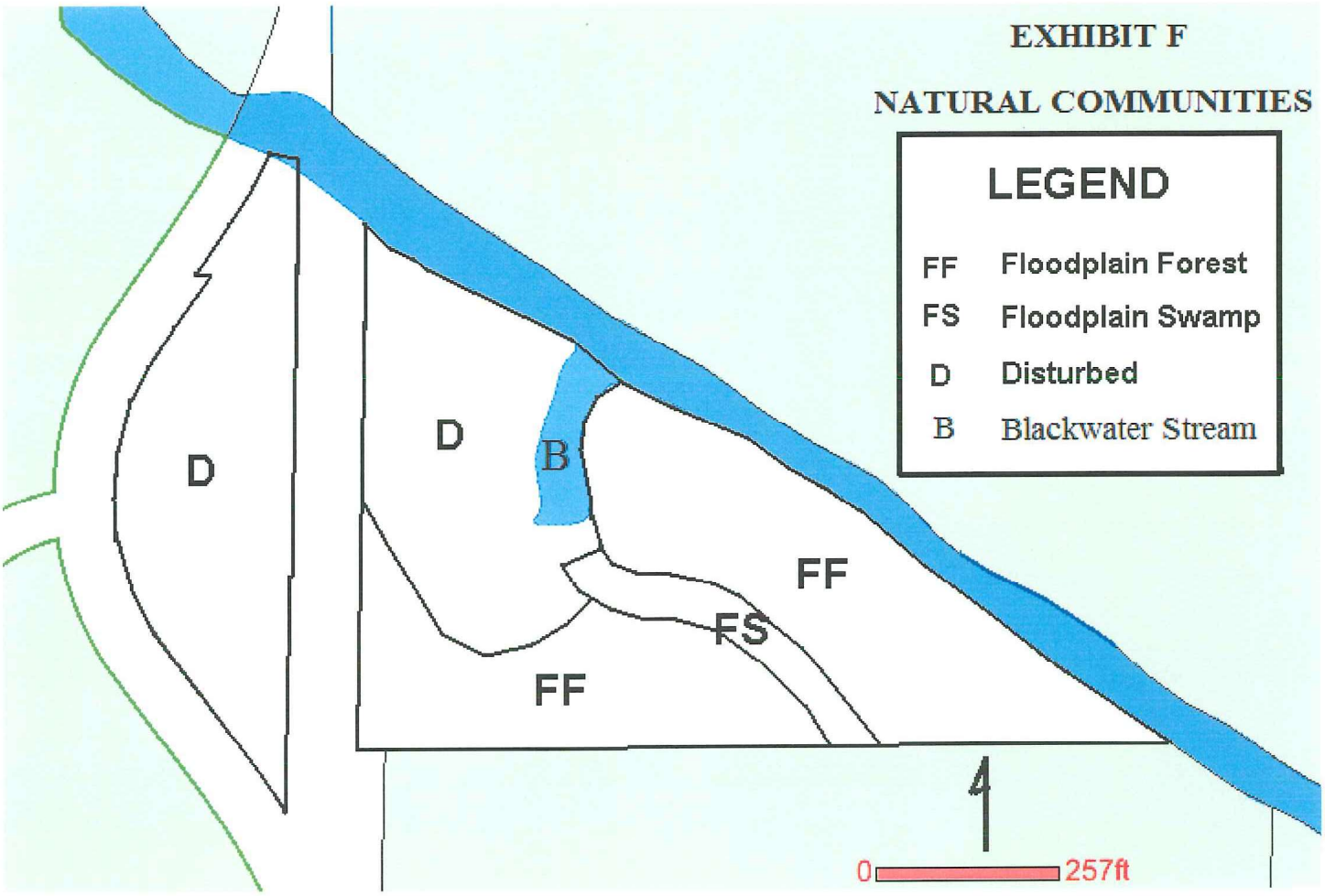


EXHIBIT F
NATURAL COMMUNITIES
LEGEND
FF Floodplain Forest
FS Floodplain Swamp
D Disturbed
B Blackwater Stream
D
D
B
FF
FS
FF
N
0
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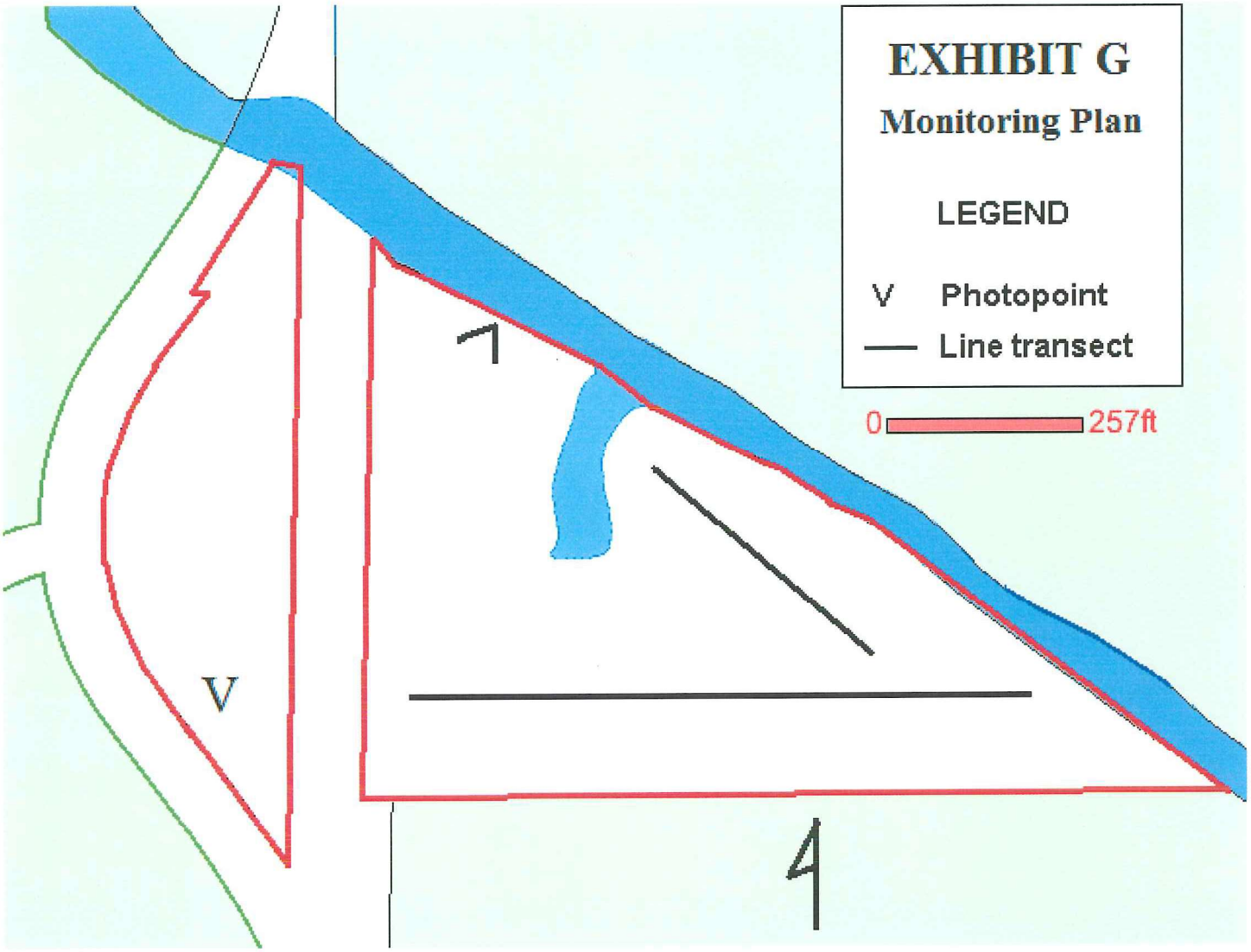
EXHIBIT G
Monitoring Plan
LEGEND
V Photopoint
Line transect
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FLORIDA NATURAL AREAS INVENTORY

Field Report Form for Occurrences of Rare Plants, Animals, and Natural Communities

This form should be used only for original field observations regarding a single species or community, at one location, and for (preferably) a single date. Please complete only those fields that are known to you. Use the back of the form or other sheets as necessary to report additional information, and if you have any questions or need assistance with the form, please call FNAI at 850-224-8207. Thanks for your help.

Your name: _____ Phone: _____ E-mail: _____

Address: _____ Date Submitted: _____

Name(s) of observers: _____

Do you want us to protect (i.e., prevent disclosure to the general public) the identification and location information you provide below?

Yes ☐ No ☐ If so, reason for sensitivity _____

IDENTIFICATION (enter common name only if the scientific name is unknown)

Scientific name: _____ Common name: _____

Basis for identification: Personal knowledge ☐ Reference key ☐ Field guide ☐ Museum specimen ☐ Expert ☐ Other ☐

Name of reference/guide/museum/expert: _____ Other _____

Did you take a photograph? Yes☐ No☐ (If possible, please attach a copy of the photo) Did you collect a specimen? Yes☐ No☐ If so, was a specimen deposited at a museum or herbarium? Yes ☐ No ☐ If so, collection # _____

Do you think that your identification requires confirmation? Yes ☐ No ☐ Repository _____

LOCATION

County: _____ Site or managed area name, if known: _____

Precise directions to the occurrence that use a readily locatable and relatively permanent landmark on or near the site (such as a road intersection, bridge, or natural landform) as the starting point. Include distances and directions from landmarks, as appropriate. Please note – neither the directions nor the coordinate information will be provided to the general public if the data are to be considered sensitive, as indicated above.

_____

_____

_____

Latitude _____N Longitude _____W Datum: NAD27 ☐ WGS84/NAD83 ☐ Unknown ☐

Source of latitude/longitude coordinates? GPS ☐ Other ☐ If other, describe _____

If GPS: Make_____ model_____ accuracy_____ m DGPS? Yes☐ No☐ Unknown☐ WAAS? Yes☐ No☐ Unknown☐

If possible, mark the site on a copy of a DOQQ photograph or a USGS 7.5' topographic map and attach to this form. Otherwise, using the back side of the form, please provide a sketch of the vicinity showing the occurrence in relation to towns, roads, landforms, water bodies, and other natural features, including ecological communities. Please include also an indication of scale and a North arrow.

OBSERVATION INFORMATION

Date of observation (m/d/yyyy): _____ Time of day _____ Estimate of total area observed _____m^2 or _____ acres. Percent of this area actually occupied by the population or community: _____%. Approximate dimensions of the area occupied: length_____m width_____m

How did you collect the data? (e. g., visually observed from road, trap or capture methods, walking a path through community, formal survey, etc.)

_____

Is there other suitable habitat (unobserved) in the vicinity? Yes ☐ No ☐ Don't know ☐ Extent? (e.g., acres, miles) _____

Have you been to this location before? Yes☐ No☐ If so, when? _____

Did you previously observe this species or community? Yes☐ No☐ Did not look for it ☐ If you have previously seen the population or community, do you think there is now more?☐ less?☐ about the same amount as before?☐ or no way to compare ☐.

General description. Please provide a description or "word picture" of the area where this occurrence is located (i.e., the physical setting and ecological context), including habitat, dominant plant species, topography, hydrology, soils, adjacent communities, and surrounding land use.

_____

_____

_____

For animals: Number of individuals (or nests, burrows, etc.) seen: _____ Age structure _____

Estimated total no. of individuals in population: _____ Basis? _____

Ecological & behavioral notes (e.g. reproductive stage, activity type [feeding, flying, nesting, etc.]): _____

_____

_____

For plants: Number of individuals (or clumps, etc.) seen within the observed area: _____

Flowering? Yes☐ No☐ Fruiting? Yes☐ No☐ In bud? Yes☐ No☐ In leaf? Yes☐ No☐ Dormant? Yes☐ No☐

For communities: For each of three strata (tree, shrub, and ground layers), please list the dominant species comprising the stratum, together with an estimate of the height and percent cover for each stratum. (use the back of this form or another sheet, if necessary, to list additional species)

Stratum	height	% cover	Species
Tree			
Shrub			
Ground			

Describe species dominance relationships, vegetation heterogeneity, succession stage/dynamics, and any other unique aspects of the community or additional noteworthy species (including animals).

_____

_____

MANAGEMENT

Owner of site (if known): _____

Is the owner or manager protecting or managing the property for this species or community? Yes ☐ No ☐ Don't know ☐

Are there disturbances or threats (e. g., urban development, agriculture, vehicle use, forestry, logging, fire suppression, ditching/draining, impoundment, exotic species, and natural disturbance) in the vicinity of the site? Yes ☐ No ☐ Don't know ☐

If so, please describe type and severity: _____

_____

Is there evidence (e.g., fire breaks, scorching) of the use of fire at the site? Yes ☐ No ☐ Don't know ☐ Describe and give dates of recent fires, if known _____

Comments on management history or needs: _____

OTHER

Additional comments concerning the population or community, its ecological conditions, contact information for other knowledgeable people, etc.:

_____

_____

Please send this completed this form to: Florida Natural Areas Inventory, 1018 Thomasville Rd., Suite 200-C

Tallahassee, FL 32303

THANK YOU!

PHOTO POINT DATA SHEET

LOCATION:_____ PHOTOPOINT #:_____

DATE (MM/DD/YY):_____

TIME:_____

GPS LOCATION OF POINT: (Lat\Long in DMS)_____

GENERAL DIRECTIONS TO POINT:_____
_____
_____

PHOTOGRAPH NUMBER:_____

WEATHER:_____

VEGETATION PARAMETERS

1. HEIGHT: Average Height of dominant shrub/tree/grass species between photopoint & point (m)

   a) shrub layer _____
   b) canopy layer _____
   c) herb layer _____

2. DENSITY (% coverage)

   a) 0.0 - 0.5 _____

   b) 0.5 - 1.0 _____

   c) 1.0 - 1.5 _____

   d) 1.5 - 2.0 _____

   e) 2.0 - 2.5 _____

3. Water depth at reference point
   _____ (cm)

Date:

Property:

Observer:

Plot #	Genus/Species	% cover	Seedling	H2O	Plot #	Genus/Species	% cover

Exhibit I
Species List

PLANTS

Albizia lebbeck	Womans Tongue	N
Alpinia spp.	Shell flower	N
Annona glabra	Pond apple	
Antigonon leptopus	Coral vine	
Arecastrum romanzoffianum	Queen palm	N
Bambusa spp.	Bamboo	N
Bauhinia blakeana	Hong Kong Orchid	N
Blechnum serrulatum	Swamp Fern	
Callicarpa americans	Beauty Berry	
Carya aquatica	Water Hickory	
Crinum americanum	Swamp lily	
Dioscorea bulbifera	Air potato	N
Eleocharis spp.	Spikerush	
Encyclia tampensis	Butterfly orchid	
Enterlobium cyclocarpum	Ear tree	N
Eugenia uniflora	Surinam cherry	N
Eupatorium capillifolium	Dog fennel	
Ficus aurea	Strangler Fig	
Fraxinus carolinia	Pop ash	
Hylocereus undatus	Night booming cereus	N
Ipomoea spp.	Morning glory	
Ixora spp.	Ixora	N
Juniperus silicicola	Red Cedar	
Kalanchoe spp.	Inch plant	N
Koelreuteria formosana	Goldenrain tree	N
Lagerstroemia indica	Crape myrtle	N
Lantana spp.	Lantana	N
Ligustrum lucidum	Ligustrum	N
Ludwigia spp.	Primrose Willow	
Mangifera indica	Mango	N
Melia azedarach	Chinaberry	N
Momordica balsamina	Balsam apple	
Nephrolepis exaltata	Boston fern	N
Osmunda cinnamomea	Cinnamon fern	
Parthenocissus quinquefolia	Virginia Creeper	
Peltophorum inerme	Yellow Poinciana	N
Phlebodium aureum	Golden Polypody	
Phonenix roebelenii	Pygmy date palm	N
Phytolacca americana	Pokeberry	
Pinus elliottii	Slash Pine	
Podocarpus spp.	Podocarpus	N
Polypodium polypodioides	Resurrection fern	
Pseudogynoxys chenopodioides	Mexican flame vine	N
Psychotria spp.	Wild Coffee	

Quercus laurifolia	Laurel Oak	
Quercus virginiana	Live Oak	
Raphiolepis indica	India hawthorn	N
Ricinus communis	Castor bean	N
Sabal palmetto	Cabbage Palm	
Salix caroliniana	Carolina Willow	
Sansevieria spp.	Bowstring hemp	N
Schefflera arboricola	Dwarf schefflera	N
Schinus terebinthifolius	Brazilian Pepper	N
Smilax spp.	Green Briar	
Syngonium podophyllum	Arrowhead vine	N
Tabebuia argentea	Yellow Tabebuia	N
Taxodium distichum	Baldcypress	
Tillandsia recurvata	Ball Moss	
Tillandsia setacea	Needle leaved air plant	
Tillandsia usneoides	Spanish moss	
Tillandsia utriculata	Pineapple airplant	
Toxicodendron radicans	Poison Ivy	
Typha spp.	Cattail	
Urena lobata	Caesars Weed	N
Viburnum odoratissimum	Awabuki viburnum	
Viburnum suspensum	Viburnum	N
Vitis rotundifolia	Muscadine Grape	
Vittaria lineata	Shoestring Fern	
Wedelia trilobata	Wedelia	N
Woodwardia spp.	Chain fern	

ANIMALS

Alligator mississippiensis	American Alligator	SSC
Cathartes aura	Turkey vulture	
Corvus brachyrhynchos	American crow	
Melanerpes carolinus	Red-bellied woodpecker	
Mimus polyglottos	Mockingbird	
Procyon lotor	Raccoon	

N-Non-native SSC-Species of Special Concern

FCT Contract Number __-CT-_____
FLORIDA COMMUNITIES TRUST
08-057-FF8
BECKER PRESERVE
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and ST. LUCIE COUNTY, a political subdivision of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on September 4, 2008 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Site may be acquired in an expeditious manner.

4. If the Recipient is identified in paragraph V.4. below as the party responsible for all negotiation and acquisition activities, the Recipient shall provide a monthly status report to FCT of Project Site acquisition activities. The monthly report shall contain the dates that appraisals are ordered and due, as well as the dates that purchase agreements are sent to sellers and the status of each contract, as appropriate.

5. No later than **December 15, 2010**, the Recipient shall deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT, if not previously provided in the Application. No acquisition activity shall be commenced prior to FCT receipt of this statement.

6. No later than **December 15, 2010**, the Recipient shall deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C. No acquisition activity shall be commenced prior to FCT receipt of the executed Confidentiality Agreement.

7. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities shall provide the following:

a. **Title report(s) and appraisal(s), as required by Rule 9K-8.007(1-4), F.A.C., for review by a date not to exceed one hundred twenty (120) days after the Recipient's project is selected for funding.** Prior to the delivery of awarded FCT funds, the appraisal(s) shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined; and

b. Purchase Agreement(s), as defined by Rule 9K-8.002(16), based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) within forty-five (45) days of receipt of the appraisal review memo from FCT establishing the MAPP.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Fifty Percent (50%) of the final Project Costs, as defined in Rule 9K-

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, FCT acquisition activities shall be terminated unless the Seller agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

7. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: JoAnn Riley

Title: Property Acquisition Manager

Address: 2300 Virginia Avenue
Fort Pierce, Florida 34982

Phone: (772) 462-2825 Fax: (772) 462-1440

E-mail: rileyj@stlucieco.org

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement, in a form previously approved by FCT staff, fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, F.A.C.

b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.

c. A statement of the Project Costs.

d. A statement of the amount of the award being requested from FCT.

e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

g. A signed statement by the Recipient that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves and executes the purchase agreement for acquisition of the Project Site, further described in paragraph VI.1.a. above.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or

c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.

e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.

h. A description of proposed educational displays and programs to be offered, if applicable.

i. A description of how the management will be coordinated with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla.Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

5. A nature trail of at least ¼ mile shall be provided on the project site.

6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

7. The project shall construct a canoe/kayak dock to provide access to Ten Mile Creek.

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

11. The floodplain swamp and floodplain forest natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Water Management District.

Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the acquisition of the Project Site, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

Per Department of Financial Services Rule 69I-5.004(2)(a), Florida Administrative Code, the determination of when State financial assistance is expended should be based on when the activity occurs (the activity pertains to events that require the nonstate entity to comply with contracts or agreements, such as expenditure transactions associated with grants.) Additional prior fiscal year expenditures of State financial assistance should be added to total expenditures of State financial assistance previously reported for the prior fiscal year to determine if the threshold was exceeded. If so, the nonstate entity should take appropriate action to provide for an audit for the prior fiscal year in accordance with the Florida Single Audit Act. Therefore, it may be necessary for the Recipient to amend prior fiscal year audits to account for receiving the FCT grant funds because the determining factor of when the expenditure must be accounted for is when the expenditure is made, not the signing of this agreement.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or

d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of the FCT Award;

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 lease 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement embodies the entire agreement between the parties.

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

ST. LUCIE COUNTY

By: _____
(print name)
Chairman

Date: _____

Approved as to Form and Legality:

By: _____
Daniel S. McIntyre, County Attorney

FLORIDA COMMUNITIES TRUST

By: _____
Ken Reecy
Community Program Manager

Date: _____

Approved as to Form and Legality:

By: _____
Kristen L. Coons, Trust Counsel

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	Recipient Board Member, Staff or Agent Name	Signature
_____	Daniel S. McIntyre	_____
_____	JoAnn Riley	_____
_____	Janet LiCausi	_____
_____	Steve Fousek	_____
_____	Ron Harris	_____

ST. LUCIE COUNTY

By: _____
(print name)
Chairman

Date: _____

Approved as to form and legality:

By:_____
Daniel S. McIntyre, County Attorney

FLORIDA COMMUNITIES TRUST

By: _____
Ken Reecy
Community Program Manager

Date: _____

Approved as to form and legality:

By:_____
Kristen L. Coons, Trust Counsel

THE DEED WILL BE INCLUDED WHEN AVAILABLE

ORDINANCE NO. 82-10

AN ORDINANCE ESTABLISHING REGULATIONS
TO GOVERN THE USE OF PROPERTIES
AND FACILITIES OWNED OR LEASED BY ST. LUCIE COUNTY

WHEREAS, the Board of County Commissioners of St. Lucie County, Florida, has made the following determinations:

1. Section 125.01(1)(c and (d), Florida Statutes, authorizes the Board to provide and maintain county buildings, parks, preserves, playgrounds, recreation areas, rights of way, and other public properties and facilities.
2. Section 125.01(1)(t) authorizes the Board to adopt ordinances necessary for the exercise of its powers.
3. The enjoyment, conservation, and protection of the properties and facilities owned or leased by St. Lucie County require the adoption of regulations to govern the use of such areas in accordance with the purposes for which those areas were intended.

NOW, THEREFORE, BE IT ORDAINED by the Board of County Commissioners of St. Lucie County, Florida:

PART A. AMENDMENT OF ARTICLE II OF CHAPTER 1-15 (REGULATIONS FOR PROPERTIES AND FACILITIES OWNED OR LEASED BY ST. LUCIE COUNTY)

Article II of Chapter 1-15 of the Code of Ordinances of St. Lucie County, Florida, is hereby amended to read as follows:

ARTICLE II. REGULATIONS FOR PROPERTIES AND FACILITIES OWNED OR LEASED BY ST. LUCIE COUNTY

SECTION 1-15-16. **APPLICABILITY OF ARTICLE**
This article shall apply to all properties and facilities, including, but not limited to, buildings, parks, preserves, playgrounds, recreation areas, and rights of way owned or leased by St. Lucie County, Florida

SECTION 1-15-17. **HOURS OF OPERATIONS**
All areas regulated by this article shall be closed from sunset to sunrise daily, except
(a) where otherwise posted;
(b) for using designated areas reserved for the launching and retrieval of boats;
(c) for attending or participating in events sponsored, provided, or authorized by a unit of St. Lucie County government.

SECTION 1-15-18. **PRESERVATION OF BUILDINGS AND OTHER PROPERTY.**

(a) No person shall willfully mark, deface, disfigure, injure, tamper with, displace, or remove any buildings, bridges, tables, benches, fireplaces, railings, paving or paving material, water lines or other public utilities, signs, notices or placards, monuments, stakes, posts, or other boundary markers, or other structures, equipment, facilities, or appurtenances located in the areas regulated by this article.

(b) No person shall damager or remove plants or plant materials, trees, or parts thereof, or any flowers or nuts or seeds whatsoever, except that park personnel may be empowered to make such removals and scientists and students of botany may be give specimen collecting permits by the Superintendent of Recreation of St. Lucie County.

(c) No person shall make any excavations by tool, equipment, blasting or other means or agency, or shall construct or erect any building, structure, tent, or shelter, or shall erect or use any electronic sound amplifying device, or shall run or string any public utilities into, across, or over any area regulated by this article, unless authorized by permit or easement.

SECTION 1-15-19. **OVERNIGHT CAMPING.**

(a) Overnight camping shall be prohibited in the areas regulated by this article unless specifically authorized by permit from the Superintendent of Recreation of St. Lucie County.

(b) Bringing into a regulated area and using for overnight occupancy any house trailer, camp trailer, camp wagon, or any form of moveable structure, or special vehicle, is prohibited, except where specifically allowed by permit.

SECTION 1-15-20. **FIREARMS.**

(a) No person shall carry, use, or possess, firearms of any description, air rifles or pistols, spring guns, bows and arrows, or any other form of weapon which is potentially hostile to wildlife or dangerous to human safety on or in the areas regulated by this article, except when such items are used in a program sponsored, provided, or authorized by a unit of St. Lucie County government.

(b) No person shall harm or cause harm in any way to wildlife, inclusive of all species of mammal, bird, reptile, or amphibian, or harm their nest or burrow on or in the areas regulated by this article, except that park/preserve personnel may be empowered to make such removals and scientists and students of wildlife biology may be given specimen collecting permits by the County Administrator.

SECTION 1-15-21. **FIRES, FOOD PREPARATION, & COOKING: DUTY OF PICNICKERS**

(a) No person shall build, light, or cause to be lighted, any fire upon the ground or beach in any area except as specifically designed and in an approved grill, stove, fireplace, or other suitable container, nor shall any person starting a fire leave the area without extinguishing the fire.

(b) No person shall use a grill or other device in such a manner as to burn, char, mar or blemish any bench, table or any other object of property.

SECTION 1-15-22. **OPERATION AND PARKING OF MOTOR VEHICLE.**

(a) No person shall drive, operate, park, stop, occupy, ride upon, be a passenger in, or alight from, on, or into any motor vehicle in or upon any area regulated by this article, except upon the streets or highways publicly maintained for purposes of vehicular travel, or roads, pathways, and parking areas specifically designated for that purpose.

(b) No motor vehicle will be permitted on the beach areas regulated by this article except authorized beach patrol vehicles, city, county, state, or federal vehicles, and ambulances and wreckers on emergency calls.

(c) No person shall park a motor vehicle in other than an established or designated parking area and such use shall be in accordance with the posted directions there displayed and with the instructions of any attendant who may be present.

(d) No person shall stop or park a motor vehicle in any area regulated by this article beyond the hours of operation and use established above without the prior express permission of the Fort Pierce Police Department or the St. Lucie County Sheriff's Department. Motor vehicles parked in violation of this article shall be subject to removal by the Fort Pierce Police Department or the St. Lucie County Sheriff's Department and may be impounded until such time as redeemed at the owner's expense.

SECTION 1-15-23. **ALCOHOLIC BEVERAGES**.

The possession of consumption of alcoholic beverages in the areas regulated by this article is prohibited.

SECTION 1-15-24. **VENDING OR SELLING.**

No person, organization, or firm, other than the county government or licensed concessionaries acting by and under the authority of the Board of County Commissioners, shall expose or offer for sale, rent, or trade any article or thing, nor place any stand, cart, or vehicle for transport, sale, or display of any food, drink, article, or merchandise within the limits of any regulated by this article.

SECTION 1-15-25. **BEACHES.**

(a) No dog or other animal will be permitted on the beach areas regulated by this article except authorized law enforcement dogs for emergency purposes and patrol.

(b) No athletic game will be permitted on the beach areas regulated by this article without the express permission of lifeguard personnel.

(c) No contest or competitive event, including swimming, diving, boating, surfing, surf fishing, or spearfishing will be permitted on the beach areas regulated by this article unless authorized by permit from the Superintendent of Recreation of St. Lucie County.

(d) All skin divers entering and exiting the water within the beach areas regulated by this article shall check in and out with lifeguard personnel.

SECTION 1-15-26. **GROUP FUNCTIONS.**

No group shall hold a function or event on an area regulated by this article unless authorized by permit from the Superintendent of Recreation of St. Lucie County pursuant to applicable regulations.

SECTION 1-15-27. **PERMITS.**

(a) All requests for permits required under this article shall be made in writing upon an application form to be furnished by the Superintendent of Recreation of St. Lucie County, which shall require the following:

(1) the name and address of the applicant proposing or sponsoring the activity involved;

(2) the purpose of activities to be engaged in by the participant;

(3) the date and hours for which the permit is desired;

(4) the specific areas for which the permit is requested;

(5) the estimated number of persons who will attend or participate in the activity involved;

(6) a statement of any special circumstances which are material to the permit required;

(7) utilities needed for the event; and,

(8) the person who will be responsible for cleaning the area of any trash or debris, and who will be responsible should any damage occur to the facilities.

(b) If the areas regulated by this article will be available for use on the date and time requested and is not subject to a prior reservation, the Superintendent of Recreation of St. Lucie County may issue a permit if he finds the area use applied for to be in accordance with the purpose for which such area is designated or intended, and further, that the proposed activity will not unreasonably interfere with or detract from the general public enjoyment of the remaining areas regulated by this article, or interfere with or endanger public health, welfare, or safety, or entail unusual, extraordinary, or burdensome expense for supervision, maintenance, cleanup, or Police protection by the City of Fort Pierce or the St. Lucie County Sheriff's Department.

(c) Within ten (10) days after receipt of an application for permit, the Superintendent of Recreation of St. Lucie County shall either approve or deny the application and advise the applicant accordingly, either in person or by mail. If an application is denied, the Superintendent of Recreation of St. Lucie County at the time of notification shall apprise the applicant in writing of the reasons for such refusal. Any person aggrieved by a denial shall have the right of appeal to the Board of County Commissioners, which shall consider the application under the standards set forth above and, without undue delay, sustain, overrule, or modify the decision of the Superintendent of Recreation of St. Lucie County.

(d) Permits shall be issued subject to applicable regulations, and to such special regulations and instructions as may be prescribed by the Superintendent of Recreation of St. Lucie County. The Superintendent of Recreation of St. Lucie County, or any officer of the Fort Pierce Police Department or the St. Lucie County Sheriff's Department, shall have the authority to revoke a permit upon finding a violation of any provision of this article, any applicable regulation, or any condition of the permit.

Section 1-15-28. **ACCESS; CLOSURES, AND DEFINITION.**

(a) The Term "preserve" as used in this article shall have the indicated meaning: Preserves: A property that was acquired and is primarily managed for its natural/ecological values.

(b) Access to Preserves by the general public is only authorized at designated entry points. Designated entry points for specific Preserves shall be set fort in the management plans and identified with appropriate posting.

(c) Preserves or portions of Preserves shall be closed to public use under the following conditions:

(1) When necessary for public safety during wildfires or prescribed burns.

(2) When necessary during emergency conditions such as floods, severe weather events, or wildfire danger for public safety and the protection of natural resources. All closures shall require the approval of the Leisure Services Director and concurrence of the County Administrator. In no event shall such closures exceed thirty (30) days duration without the approval of the Board of County Commissioners.

(3) When necessary on a permanent basis to protect natural, historic or archaeological resources. Such closures shall require advance public notice an approval by the Board of County Commissioners.

(d) Temporary closures of Preserves or portions of Preserves will be posted at authorized points of entry to the Preserves.

Section 1-15-29. **USE OF VEHICLES, AIRBOATS AND AIRCRAFT.**

(a) Vehicular travel within Preserves is limited to designated areas as specified in the management plan.

(b) Airboat use within Preserves is limited to designated areas as specified in the management plan.

(c) The take off or landing of either motorized or non-motorized conventional or model aircraft such as airplanes, helicopters, ultra lights, gliders, and hang gliders, within Preserves is prohibited unless specified in the management plan. The use of helicopters as part of the management of the site is permitted by management personnel.

(d) The operation of bicycles on designated hiking trails closed to such use is prohibited.

(e) This section shall not apply to authorized law enforcement, emergency or Leisure Services vehicles.

Section 1-15-30. **EQUESTRIAN ACTIVITIES; USE OF SADDLE ANIMALS.**

(a) Preserves open to equestrian activities and the use of saddle animals shall be specified in the management plan.

(b) Where authorized, the use of horses and other saddle animals shall be permitted on all designated roads, firebreaks and trails within Preserves, unless otherwise specified in the Management Plan.

(c) The use of horses and other saddle animals on designated hiking trails is prohibited.

PART B. SEVERABILITY AND APPICABILITY

If any portion of this ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holding shall not affect the remaining portions of this ordinance. If this ordinance or any provision thereof shall be held to be inapplicable to any person, property or circumstances, such holding shall not affect its applicability to any other person, property or circumstances.

PART C. REPEAL OF SECTION 1-15-3.

Section 1-15-3 of the Code of Ordinances of St. Lucie County, Florida, is hereby repealed.

PART D. FILING WITH THE DEPARTMENT OF STATE.

The Clerk is hereby directed forthwith to send a certified copy of this ordinance to the Bureau of Laws, Department of State, The Capitol, Tallahassee, Florida 32304.

PART E. EFFECTIVE DATE.

This ordinance shall take effect on December 1, 1982.

PART F. CODIFICATION.

Provisions of this ordinance shall be incorporated in the code of Ordinances of St. Lucie County, Florida, and the word "ordinance" may be changed to "Section", "article", or other appropriate word, and the sections of this ordinance may be renumbered or relettered to accomplish such intention; provided, however, that parts B through F shall not be codified.

PASSED AND DULY ENACTED this 9th day of November, 1982.

BOARD OF COUNTY

COMMISIONERS

ST. LUCIE COUNTY, FLORIDA

By _____

Chairman

ATTEST:

_____

Clerk

SPECIAL MANAGEMENT CONDITIONS

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

"Once the project is purchased, the County will amend the future land use designation from (RL) Low density residential to Conservation status, consistent with zoning requirements. The zoning will also be changed from (RS-1) Residential, Single family to Conservation status." (Page 3)

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained in the entrance area of the Project Site. The sign shall acknowledge that the Project Site was purchased with funds from the Florida Communities Trust Program and St. Lucie County.

"A sign will be provided at the parking lot, identifying the project as being publicly owned, open to the public, the purchase of which was facilitated by funds from Florida Communities Trust and St. Lucie County." (Page 6)

3. At least three recreational facilities including an open air amphitheatre, canoe/kayak dock, and wildlife observation platform shall be provided. The facilities shall be designed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the Project Site without causing harm to those resources.

The facilities "shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources of the property without causing harm to these resources." (Page 4)

An observation deck, canoe launch/dock, wildlife observation platform and amphitheater will be constructed at the project. (Pages 4-5)

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

"No improvements will be located where their existence will deter from the protection, restoration and preservation of the natural and cultural/historic resources of the property." (Page 4)

All proposed physical improvements shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the significant natural resources of the property without causing harm to these resources. Where practical, proposed improvements will be located on disturbed areas. (page 4)

"The lot will be approximately 65 x 100 foot, consist of grass (shell if necessary), and will accommodate approximately fifteen (15) vehicles." (Page 5)

5. A nature trail of at least ¼ mile shall be provided on the project site.

Over 2,000 feet of hiking trails will be established through the site identifying the natural features of the property. Trails will originate at the kiosk at the parking lot. (Page 4)

6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

"A bicycle stand will be provided at the site entrance." (Page 5)

7. The project shall construct a Canoe/kayak dock to provide access to Ten Mile Creek.

"A canoe launch will be constructed on the oxbow to gain access to Ten Mile Creek. A sign will be placed at the launch, indicating that No motors will be allowed. The slope will be a minimum of 8/1. In conjunction with a launch, a short dock will be constructed." (Page 4)

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

"An educational display center will be constructed at the parking lot, identifying the boundaries of the project, and posting rules. Site brochures and nature trail pamphlets will be available at the kiosk for visitors." (Page 5)

"Informational kiosks will be constructed at the parking lot to identify the site, post rules and obtain nature trail pamphlets. An interpretive display will be placed at the entrance of the trail at the parking lot." (Page 14)

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

"A minimum of twelve classes will be conducted each year at the site to discuss the protection of natural resources." (Page 14)

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

"The existing house or garage will be converted into a nature center with several displays regarding the Preserve program. The center will be open on weekends during 5 months of the year from December through April. The center will be open from 8 am to 5 PM." (Page 14)

11. The floodplain swamp and floodplain forest natural communities that occur on the Project Site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

The natural communities shall be preserved and managed to ensure long-term viability of the communities. "Removal of exotic vegetation will be the primary means utilized in the management of the vegetative communities and listed species". (Page 10) "Due to exotic plant species' reproductive potential, exotic species control will be a management priority within all natural communities of the Property." (Page 11)

12. The Project Site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the Project Site.

"To protect the important flora and fauna of the site, all listed species will be protected. Proposed improvements will not be permitted to impact any listed species. Prior to any development, the area proposed to be impacted will be surveyed for listed species. To further protect plant life, the collection, damage, or removal of plants is prohibited." (Page 10)

"Photo plots will be established to monitor exotic removal efforts, re-establishment of native species, listed species and changes in plant community composition…Data will be taken annually and included in the annual stewardship report to the Florida Communities Trust…Any newly identified listed species information will be forwarded to Florida Natural Areas Inventory (FNAI) on the appropriate forms found in Exhibit H. (Page 17)

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

"Native trees/plants typical of a hydric hammock will be planted within the upland portions of the site. Species will include Laurel Oak, Live Oak, Cabbage Palm and Hickory. Groundcovers will consist of wild coffee, saw palmetto, beautyberry and myrsine. Approximately 300 trees and 2,000 shrubs will be planted on the approximately 8.4 acres of disturbed area within the site." (Page 13)

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the Project Site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The Management Plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the Project Site.

"Due to exotic plant species' reproductive potential, exotic species control will be a management priority within all natural communities of the Property." (Page 11)

"Photo plots will be established to monitor exotic removal efforts and the re-establishment of native species. Two transects will be established to document management objectives and record species present on the site." (Page 13)

"The objective of exotic species control on the site is the removal of all non-native species which interfere with natural community functions. The county will utilize the current edition of the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the site. Category I and II exotics will be the primary species targeted for eradication." (Page 11)

15. A feral animal removal program shall be developed and implemented for the Project Site.

"To manage feral animal populations, they shall be trapped and removed from the site when present." (Page 12)

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Florida Water Management District.

"To enhance the quality of stormwater entering the North Fork from the road rights of way, a one (1) acre pond will be constructed along Selvitz road. The pond will filter pollutants before they enter the North St. Lucie Water Control District Canal 100, which leads to Ten Mile Creek.

To mimic nature and provide wildlife habitat, the pond will meet the following elements:

- establish appropriate side slopes to allow for proper planting of vegetation. Slopes of 8/1 to 12/1 are preferred. Minimal safety standards to minimize the possibility of drowning is a 4/1 slope.
- appropriate planting of species typical of a depression marsh shall include: rushes, sedges and pickerelweed. Approximately 1,000 shrubs shall be planted around the perimeter of the pond." (Page 13)

"The South Florida Water Management District and Florida Department of Environmental Protection will be consulted for appropriate

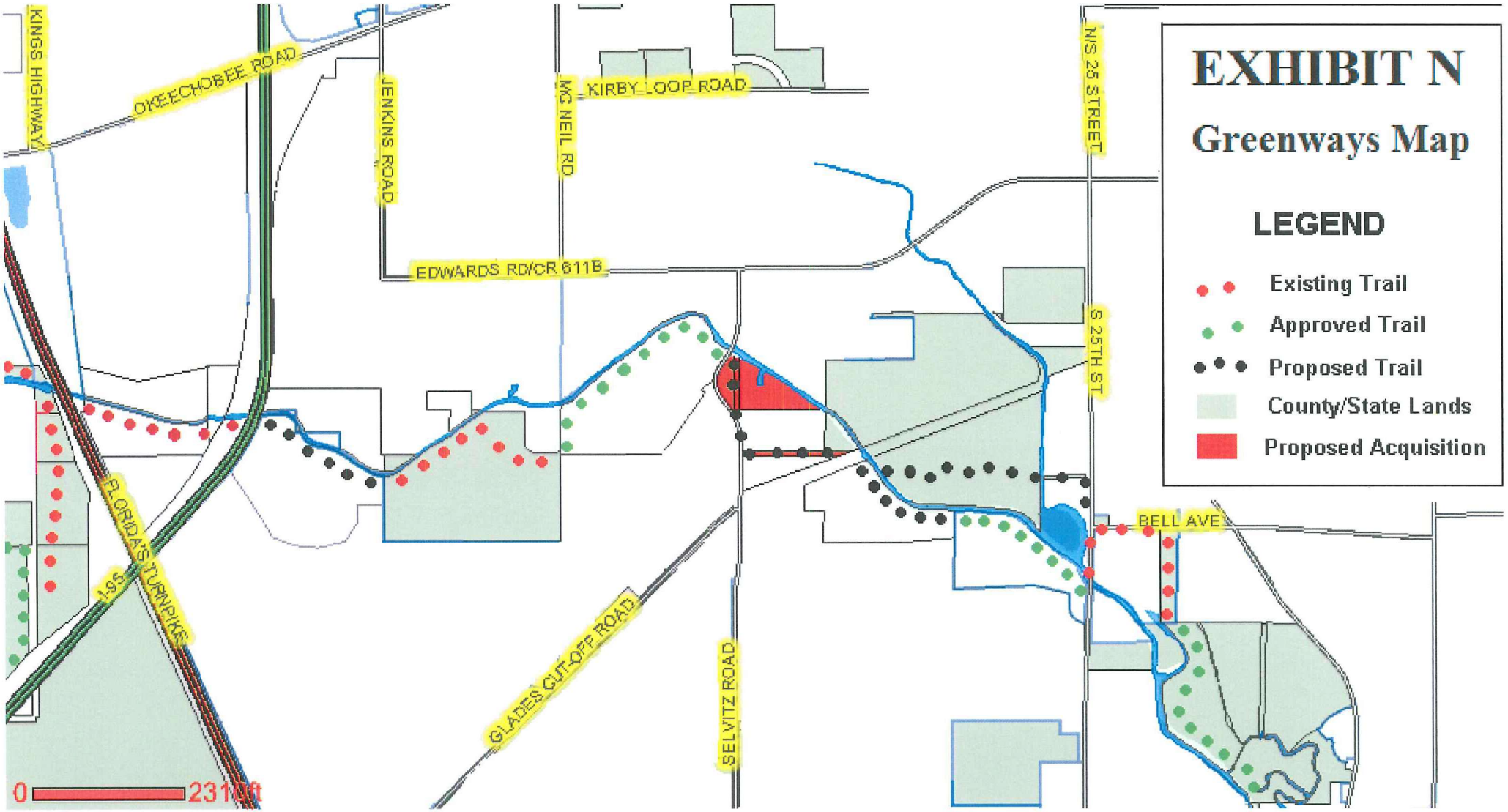
guidance, recommendations and necessary permits for storm water management and greenway connectivity." (Page 15)

17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archeological sites or potential site areas shall be closely coordinated with the Division of Historic Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

"Prior to the commencement of development activities, measures will be taken to determine the presence of historical and archaeological sites. An employee within St. Lucie County Environmental Resources Department has become certified by the Division of Historical Resources to be able to conduct limited monitoring activities in accordance with review and compliance recommendations. In the event that historical or archeological sites are identified, coordination with the Florida Department of State, Division of Historical Resources www.dhr.dos.state.fl.us and St. Lucie County will be necessary to protect the resource. If any archaeological or historical sites are discovered, the county will comply with provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). The Division of Historical Resources, Florida Department of State, will be notified if any archaeological or historical sites are uncovered. All information about the site will be submitted for listing as a Site of Historical Significance, and Fl Master Site File form submitted." (Pages 13-14)

18. The development and management of the Project site shall be coordinated with the agencies managing conservation lands along Ten Mile Creek and the North Fork of the St. Lucie River, to ensure the Project Site is protected and managed as part of an ecological corridor.

To provide for a successful greenway effort, all entities that manage lands along the North Fork will be consulted prior to acquisition and development when appropriate. A committee will be formed to coordinate management strategy for protecting and managing the separate parcels within the St. Lucie River Recreational Greenway Corridor." (Page 15)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JENKINS ROAD
MC NEIL RD
KIRBY LOOP ROAD
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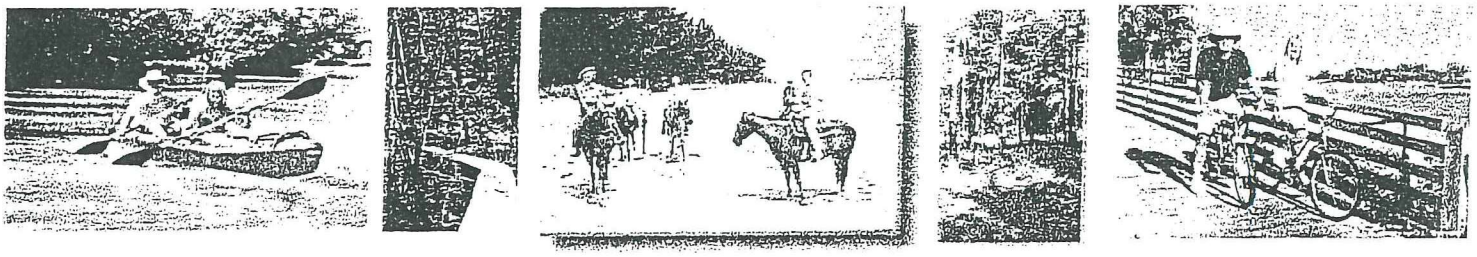
EXHIBIT N
Greenways Map
LEGEND
Existing Trail
Approved Trail
Proposed Trail
County/State Lands
Proposed Acquisition

St. Lucie County Greenways & Trails



Draft Summary of Community Design Charrette

URS

6400 Congress Avenue
Suite 2500
Boca Raton, Florida 33487
Telephone: 561-994-5600

WK Dickson
Engineers • Planners • Surveyors
Landscape Architects

One Boca Place
2255 Glades Road, Suite 200E
Boca Raton, Florida 33431-8571
Telephone: 561-989-5450

St. Lucie County Greenways & Trails

Draft Summary of Community Design Charrette

Executive Summary 3

What is a Greenway? 4

Statewide Greenway System 5

Regional Overview 6

Ecological Greenways 7

Recreational Greenways & Trails 7

Local Resources 9

Eco/Heritage Tourism 10

Implementation of the Conceptual Master Plan 11

Figures 13

Figure 1 – Statewide Greenways Map 14

Figure 2 - Military Trails Map 15

Executive Summary

Florida is in the process of creating a statewide system of greenways and trails to interconnect fragmented and isolated elements of green infrastructure and to link people with natural, historic and cultural resources (See Figure 1). Greenway planning efforts have evolved from the state to the regional level and several local governments have created master plans depicting existing and proposed greenways and trails. In the Treasure Coast region, the Loxahatchee greenway system is the only assemblage of green spaces and trails that form a regional network of conservation and recreational lands.

Recognizing the environmental, social, and economic benefits of greenways and trails, St. Lucie County and URS Dames & Moore with WK Dickson facilitated planning efforts to develop a preliminary greenways and trails master plan for St. Lucie County that would connect with the state, regional and local government greenway and trail systems. To this end, URS Dames & Moore and WK Dickson prepared, with the assistance of staff of St. Lucie County and the State of Florida's Office of Greenways and Trails, a St. Lucie County Greenways Resource Inventory. St. Lucie County staff identified interested and impacted parties, stakeholders, special interest groups, and the relevant agencies and departments, and sponsored a community design charrette to enable the community to help create and map conceptual greenway and trails for St. Lucie County that identify ecological corridors, recreational greenway and trails, and eco-heritage tourism opportunities.

The community charrette was well attended. St. Lucie County Commissioner Doug Coward explained the purpose of the workshop and introduced Chris Macey, a land planner and landscape architect with WK Dickson. Chris Macey explained that as a former employee and currently a sub-consultant with URS Dames & Moore, he had volunteered his services to assist St. Lucie County in the development of a Conceptual Greenways and Trails Master Plan. The *pro bono* work was offered as part of the American Society of Landscape Architects' (ASLA) program to celebrate their 100th anniversary, and the millennium, by having their members contribute to society by donating their services in the furtherance of environmental enhancement. Chris Macey then presented the St. Lucie County Greenways Inventory that had been prepared with the assistance of St. Lucie County and Florida Department of Environmental Protection Office of Greenways and Trails (FDEP/OGT). Chris Macey then explained the charrette process that would be used to develop the Conceptual Greenways and Trails Master Plan. Rick Halvorsen of the FDEP/OGT presented the Florida Greenways and Trail Plan and discussed the various types of greenways and trails. Staff from St. Lucie County, Fort Pierce and Port St. Lucie presented the current status of planning of greenway and trails components.

The participants formed six groups, which then discussed, identified, mapped and prioritized greenways and trials for St. Lucie County. The knowledge and enthusiasm of the participants was tremendous. Rick Halvorsen, of the FDEP/OGT, who has attended numerous similar workshops, noted that he never has seen such a productive workshop. Many ideas and comments went into such detail that they were appropriate for a conceptual master plan. The great potential of the major Florida Power and Light (FPL) corridor as a trail was discussed with the negative aspects regarding the aesthetic quality of the power line and towers together with the associated noise. Similarly, the positive value of a trail along Indian River Drive was noted along with the limitations of the existing narrow right-of-way. The need for transit related trailheads and dry boat storage at kayak and canoe launch sites was also discussed. The use of mosquito impoundment dikes for side loops of the main trail along A1A and the connection of all schools and

t dikes for side loops of the main trail along A1A and the connection of all schools and parks to the main system are other examples of the detail that was contributed by the participants.

All the material from each of the six teams of participants was collected and studied. A composite of all the material was assembled and reviewed by staff from County, City and regional agencies. Only the major elements were extrapolated for the draft Conceptual Master Plan. All the valuable detailed ideas and suggestions have been retained for more detailed studies. The resultant draft St. Lucie County Greenways & Trails Master Plan is attached. The plan was intended to be as self sufficient as possible and to serve as a starting point for an ongoing master planning process.

The conceptual master plan identifies linkages within St. Lucie County as well as connections to regional and state greenway and trail systems, such as the Loxahatchee Greenway and the Florida National Scenic Trail. The plan is also intended to serve as a guide to local governments, state and federal agencies, and other interested parties as they pursue land conservation projects, environmental restoration programs, bicycle and pedestrian facilities and eco-heritage programs. The plan also helps identify and legitimize transportation enhancement projects as well as assist with grant opportunities and funding for conservation and recreation programs.

What is a Greenway?

Greenways are corridors of protected open space that are managed for conservation and recreation. They can be as wide as a watershed or as narrow as a footpath. Some are publicly owned; others are established on private land by easements or other methods that protect valuable natural areas or allow public access along trails. Some are managed only to conserve native ecosystems and some are purely recreational; others serve both purposes. Greenways link forests, parks, cultural, and historic sites with each other and with populated areas.[1] Greenways can provide multiple benefits such as:

- Encouraging natured based recreation and environmental education
- Creating more livable communities
- Stimulating eco-tourism and environmentally friendly business
- Safeguarding and enhancing ecological systems and wildlife corridors; and
- Promoting alternative modes of transportation

Greenways come in many forms: forest corridors, waterways, working landscapes, and urban pathways. Together they describe corridors that cross a variety of landscapes, ranging from pristine natural areas to landscapes transformed by human habitation.[2] Examples in Florida include the Indian River Lagoon Blue way, which is designed to connect remaining open space along the most diverse estuary in

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[1] Loxahatchee Greenways Project: Building a Life-Sustaining Vision for the Future, Florida Greenways Program, 1000 Friends of Florida and the Conservation Fund, 1997, p.8.

[2] Connecting Florida's Communities with Greenways and Trails: A Five Year Implementation Plan for the Florida Greenways and Trails System, Florida Department of Environmental Protection and the Florida Greenways Coordinating Council, September 1998, p.2.

North America, and the Pinellas Trail, which traverse highly urbanized areas along the west coast of Florida.

Greenway systems can be designed and implemented at many different scales. A local greenway system can encompass natural and cultural features within a single community or county, such as the Haney Creek project in the City of Stuart. A regional greenway system might link conservation areas and trails within one or more watersheds, such as the St. Lucie River and Indian River Lagoon. A statewide greenways system can link community and regional systems, such as the Florida National Scenic Trail. Multi-state greenway systems, such as the Appalachian Trail and the proposed American Discovery Trail, constitute the building blocks for national conservation and recreational strategies.

Statewide Greenway System

The Florida Greenways and Trails System has its roots in the Florida Recreational Trails System, the Florida Canoe Trail System, and the public parks, forests, refuges, wildlife management areas and water management areas created to protect Florida's natural heritage. Created by the Legislature in 1979, the recreational trails system was intended to provide the public with access to and enjoyment of outdoor recreation areas; and to conserve, develop and use the state's natural resources for healthful and recreational purposes.[3]

In 1991, 1000 Friends of Florida and The Conservation Fund initiated a joint effort to establish the Florida Greenways Project with funding assistance from the Surda Foundation, the John D. And Catherine MacArthur Foundation and the Florida Department of Transportation's Intermodal Surface Transportation and Efficiency Act (ISTEA) enhancement program. The goal of the three-year project was to look for ways to link existing urban and rural "green" areas to create a statewide system of green infrastructure.

The concept of "green infrastructure" caught on quickly, and it was apparent that a statewide coalition was needed to integrate the greenways concept into public programs and private initiatives at the state, regional, and local levels. In early 1993, Governor Chiles created the Florida Greenways Commission to look for ways to bring existing programs, organizations and people together under the greenways concept. The 40 member Commission represented a wide variety of interests, including conservation, recreation, business, development, forestry, agriculture, community groups, water management districts, regional planning councils, state and local governments, educators and citizens. The Commission adopted a mission statement, a sustainability rationale, a series of guidelines that successful greenways have in common, and seven goals for making its vision a reality. In all its work, the Commission's intent is to develop a statewide greenways system that relies on the voluntary participation of landowners and recognizes the importance of protecting private property rights.

In 1995, the Florida Legislature created and funded a new Florida Greenways Coordinating Council (FGCC) appointed by the Governor, Speaker of the House and the President of the Senate. This new Council would not supplant existing programs or

[3] Connecting Florida's Communities with Greenways and Trails: A Five Year Implementation Plan for the Florida Greenways and Trails System, Florida Department of Environmental Protection and the Florida Greenways Coordinating Council, September 1998, p.5

efforts; rather, it would work to bring them together. The FGCC was charged with coordinating, educating and providing leadership for greenway efforts, and, in conjunction with Florida's executive agencies, would be responsible for producing a five year Florida Greenways System Implementation Plan (FGSIP). Legislators also designated the Florida Department of Environmental Protection (FDEP) as the state's lead agency in greenway programs, and FDEP has worked closely with the FGCC and the Florida Trail Council to complete this effort.

The FGIP was mandated to comply with statutory mandates addressed in Chapter 253, Florida statutes, and specifically, Chapter 253.787 (6)(g), which required the FGCC to submit a report making specific recommendations for action necessary to manage the Florida greenways system. The FGSIP defines physical opportunities to create a statewide greenways system and identifies available tools and future needs to create, develop, and sustain a statewide system of greenways. A copy of the FGSIP is available from FDEP's Office of Greenways and Trails (OGT)

Regional Overview

The Treasure Coast region, defined geographically as Palm Beach, Martin, St. Lucie, and Indian river Counties, is precariously located at the northern end of the south Florida megalopolis and the south eastern edge of the central Florida region. Population growth and development pressures are amongst the highest in the nation and have contributed to the degradation and elimination of open space, prime agricultural lands, natural resources, and significant ecosystems. While current data is limited, it is estimated that approximately two-thirds of the natural communities that once existed in the region have now been eliminated.[4] Agriculture and urban development have reduced natural areas to fragments and state and federally designated watersheds, such as the St. Lucie River and the Indian River Lagoon, have been severely altered and degraded.

The predominant urban development pattern in the region is "urban sprawl: consisting of low-density, automobile dependent neighborhoods, commercial strip malls and "big box" retailers. With the exception of several older communities and the efforts to revitalize historic downtown areas, such as the Cities of Stuart and Fort Pierce, the region has been built primarily for automobiles, rather than for people. As one example of the consequence of this type of development pattern, the Surface Transportation Policy Project released reports in 1997 that concluded that the Fort Pierce Metropolitan Statistical Area (i.e. Martin and St. Lucie Counties) is one of the most dangerous metropolitan areas for bicyclists and pedestrians in the nation.[5]

Additional large scale development and numerous transportation projects have also been proposed, or approved, in the region which indicate a limited window of opportunity exists to establish greenways and trails and to coordinate such programs with specific development and projects.

Despite burgeoning development pressures throughout the region, significant and unique natural resources remain. Many of the large natural areas are isolated from each other; however, there are still opportunities to preserve these conservation hubs and to

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[4] Strategic Regional Policy Plan, Treasure Coast Regional Planning Council, 1996, p.5-1.

[5] Share the Road: Lets Make Florida Bicycle Friendly, and Mean Streets, Surface Transportation Policy Project and Environmental Working Group, 1997.

link them together through working landscapes and environmental transportation projects, such as water preservation areas and wetland mitigation recipient sites.

Ecological Greenways

Ecological greenways are corridors of protected open space that link environmentally sensitive lands to counter habitat fragmentation and benefit biodiversity. Extensive greenway connections between large conservation areas often facilitate the movement of wildlife and may be referred to as wildlife corridors.[6] Wildlife corridors have been recognized as important connections for maintaining wildlife in Africa for more than 60 years, and by the 1960's, U.S. ecologists were looking to wildlife to help preserve biological diversity.[7]

In the Treasure Coast region, there are three distinct north south ecological that exist in both urban and rural landscapes. The primary ecological corridor exists in the western portion of the region where conservation and agricultural lands link the northern extent of the Everglades with the southern reaches of the St. John's River Valley. This regional wildlife corridor has been described by Dr. Larry Harris, Wildlife Ecologist with the University of Florida and a member of the FGCC, as "... one of the most critical conservation issues in the United States today".[8] With land conservation programs already approved or under consideration through the state's Preservation 2000 program and by local governments, an ecological greenway could be accomplished through fee simple purchases, conservation easements, environmental restoration projects, and appropriate land stewardship. Large-scale conservation projects within this corridor include the Cypress Creek Trail Ridge, the St. Lucie County Pinelands, and Round Hammock in St. Lucie County and the Allapattah ranch in Martin County.

Another significant corridor exists in the eastern portion of the mainland, where Jonathan Dickinson State Park could be linked with the Atlantic Coastal Ridge, the South Fork of the St. Lucie River, the North Fork of the St. Lucie River, and the Indian River lagoon Blue way. The Pal-Mar project in Palm Beach and Martin Counties also provides the vital east-west link between the north-south ecological corridors on the mainland. Palm Beach County is also pursuing several additional tracts in this vicinity to enhance this potential wildlife corridor and ecological greenway linkage. The Indian River Lagoon Blue way project represents the third north-south ecological greenway system, which extends from Volusia County south through St. Lucie and Martin Counties. Both St. Lucie and Martin Counties are actively acquiring natural open space and impounded mangrove swamps along the Lagoon for environmental restoration and recreation.

Recreational Greenways & Trails

The concept of recreational greenways and trails dates back as far as 130 years when Frederick Law Olmstead originated the "park and parkway" idea. No single park, Olmstead believed, could provide people with all the beneficial influences of nature. Instead, parks should be linked to one and other and to surrounding residential

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[6] Strategic Regional Policy Plan, Treasure Coast Regional Planning Council, 1996, p.5-14

[7] Creating a Statewide Greenways System: For People...For Wildlife...For Florida, Florida Greenways Commission, December 1994, p.8.

[8] Dr. Larry Harris, correspondence to the Conservation Alliance of St. Lucie County, November 19, 1996.

neighborhoods.[9] Recreational greenways and trails also provide important access to large conservation lands and restoration projects as well as serving as linkages between urban and rural areas.

To date, Florida has assembled significant portions of the 1,600 mile statewide National Scenic Trail, as well as numerous recreational greenways and trails, such as the:

- Pinellas Trail, along the west coast of central Florida; the
- St. Marks Trail in the Florida panhandle; the
- Gainesville-Hawthorne Trail and the
- Cross-Seminole Trail in central Florida; and the
- Loxahatchee Greenway system in south Florida.

In the Treasure Coast region, there are a wide variety of opportunities to establish recreational greenways and trails, including:

- Nature-based recreation associated with larger conservation and environmental restoration projects;
- Bicycle and pedestrian facilities that link urban parks, schools, neighborhoods, and shopping areas; and,
- Multi-use trails that link urban and rural areas.

At this time, however, there are very few recreational greenways and trails that exist in the Treasure Coast region. The few examples that do exist include:

- Florida National Trail segments, which traverse the eastern edge of Lake Okeechobee; the
- Loxahatchee Greenway system, primary in Palm Beach County; and
- Savannas State Reserve and
- Jonathan Dickinson State Park both has several isolated, unconnected trails.

The most ambitious recreational greenway and trail system recommended for the region involves the resurrection of the historic military trails from the Seminole wars (See Figure 2). This extensive system of military trails connected forts throughout the region. A major north-south trail stretched from Okeechobee (Fort Lloyd) and from southwestern St. Lucie County (Ft. Van Swearigen) through Martin County (Indiantown) to Palm Beach county (Fort Jupiter). Several other routes also connected with forts along the eastern shoreline, the interior hinterlands, and Lake Okeechobee, including Fort Pierce, Fort Capron, Fort Drum, and Fort McRae.

Participants suggested using the historic military trails to provide a variety of recreational opportunities and to serve as linkages between conservation hubs and urban and rural

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[9] Creating a Statewide Greenways System: For People...For Wildlife...For Florida, Florida Greenways Commission, December 1994, p.8.

areas. The trails could also be used as an interpretative educational system that highlighted natural, historical and archeological resources. Several of the prominent military trails are the:

- General Eustis;
- General Twigg; and the
- General Taylor routes.

The General Eustis route is the most extensive regional trail encompassing Okeechobee, St. Lucie, Martin, and Palm Beach counties. This route could link large conservation areas to the west, such as Cypress Creek Trail and the Allapatah Ranch, with towns, such as Indiantown and Jupiter. Participants also suggested a variety of uses for the trail, including hiking, off-road biking, and horse back-riding. The smaller routes could also link to Fort Pierce on the east coast, Port Mayaca on the eastern shoreline of Lake Okeechobee, and the Town of Okeechobee to the north of the lake.

Local residents also recognized numerous opportunities to establish and link recreational greenways and trails within urbanized areas. One of the primary examples includes existing and proposed facilities in the Cities of Stuart and Port St. Lucie, unincorporated Jensen Beach, and the western side of the savannas State Reserve. This recreational greenway system would allow local residents and visitors to walk and bicycle from downtown Stuart, north over the old bridge across the St. Lucie River to Haney Creek greenway project. From there, the bicyclist and pedestrians could visit the Haney Creek Preserve to southeastern Port St. Lucie, Sandhill Crane Park, and the Savannas State Reserve. An off-road, multi-use is also under consideration in the Savannas State Reserve in this locale, which would further enhance this system.

Another suggestion was to utilize the existing canal right-of-ways, most notably the publicly owned under the control of the South Florida Water Management District (SFWMD). These extensive areas provide vital links between conservation areas and urban areas, and offer a variety of recreational opportunities, such as: hiking, off-road bicycling, and fishing.

It is important to note that a greenway and trail charrette was already completed for the portions of Hutchison Islands in St. Lucie county; so this particular session focused almost exclusively on the mainland. Participants fully recognized the need to connect the facilities proposed for the islands to the greenways and trails proposed for the mainland.

While many of the participants did not make specific recommendations for trails in state parks and preserves, it was noted that the potential existed for trails in these areas. However; it was noted that in light of the environmental sensitivity of many of the larger natural areas, management plans need to be completed that include the provision of recreational activities while maintaining the integrity of the natural resources.

Local Resources

St. Lucie county contains an abundance of natural, historic, and cultural resources. The large natural areas were included as part of the community as a part of the community design charrette, and specific recommendations were made for regional ecological corridors. Several of the larger natural areas include:

- Jonathan Dickinson State Park;
- Pal-Mar;
- Atlantic Coastal Ridge;
- Allapattah Ranch;
- South Fork of the St. Lucie River;
- North Fork of the St. Lucie River;
- St Lucie Estuary;
- Indian River Lagoon;
- Savannas State Reserve;
- Indrio North Savannas
- Cypress Creek Trail Ridge

Due to the overwhelming amount of data and sites, couples with time constraints and limited budgets, many of the historic and cultural resources were not specifically identified through this phase of the planning effort. The sponsors and the participants of the charrette fully recognize the importance of historical and cultural resources to help preserve a sense of place, to enhance educational opportunities, and to promote eco-heritage tourism programs. However, the charrette workshop focused primarily on the greenway and trails, linkages to historic downtown areas, such as Stuart, Port Salerno, and Fort Pierce, and only provided limited consideration of specific historical and cultural sites. Therefore, It is recommended that further study and refinement be undertaken to map historic and cultural resources and to coordinate them with the proposed greenway and trail system.

Eco/Heritage Tourism

Tourism is the number one industry in Florida and eco-tourism and heritage tourism represent significant and expanding markets within the tourist industry.[10] Eco-tourism has been defined as:"responsible travel to natural areas which conserves the environment and sustains the well-being of local people while providing a quality experience that connects visitors to nature". Heritage tourism has been defined as responsible travel to historic and cultural sites and activities that educates the community and visitors".[11]

The State's Ecotourism/Heritage Tourism Advisory Committee has noted that, "...a healthy infrastructure of natural areas is the underlying basis of Florida's sustainable

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[10] Ecotourism, Heritage and Cultural Tourism: Economic Assets for Florida's Future, Florida Planning, March 1998, p.16.

[11] Ecotourism, Heritage and Cultural Tourism: Economic Assets for Florida's Future, Florida Planning, March 1998, p.15.

environment and economic future".[12] Furthermore, in the "Draft" Overall Economic Development Program Plan for the Treasure Coast District (July 30, 1998), the Treasure Coast Regional Planning Council (TCRPC) identified specific goals and strategies that recognized the exceptional resources, amenities, and high quality of life in the region and recommended further development of eco-tourism opportunities.

To Provide additional expertise on this subject, Mr. Herb Miller, an eco-tourism specialist, has provided information regarding the opportunities for eco-heritage tourism programs. He identified several existing greenways and trails, and noted how these facilities can serve as a catalyst for economic development. 1000 Friends of Florida sponsored a eco-heritage tourism workshop on April 9, 1998, with Wendall Collins, a member of the State's Ecotourism/Heritage Tourism Advisory Committee, and Greg Braun, a consultant working on Palm Beach County's eco/heritage tourism program. The workshop included conservation and business leaders, as well as elected officials from both Martin and St. Lucie counties.

Greenways and trails were recommended as recreational amenities and as linkages between populated areas and natural, cultural, and historic resources. Participants also recommended connections with bed and breakfast facilities, hotels, motels, and downtown redevelopment areas, such as Stuart, Fort Pierce, and Port Salerno.

The greenways and trails master plan provides a conceptual overview of major conservation projects, recreational opportunities, and linkages between natural, cultural and historic resources and populated areas. It is anticipated that local governments, tourist development councils, and other interested parties will further refine and expand these ideas.

Implementation of the Conceptual Master Plan

The conceptual greenways and trails master plan represents the vision of local residents who participated with staff from local governments, agencies and other interested parties to develop this initial compilation of ecological greenways, recreational trails, and eco-heritage tourism opportunities for St. Lucie County. It is important to recognize that a conceptual master plan is a critical first step in the establishment of greenways and trail systems; however, the plan is only that, a first step in the process that helps identify the vision. Fortunately, there are numerous programs and grants available to help translate the vision into reality.

Firstly, St. Lucie has a multi-million dollar land acquisition program which is targeting the remaining conservation hubs in conjunction with the State's Preservation 2000 program. The conceptual master plan will assist with future decision-making regarding land acquisition programs in this region.

Secondly, there are several state and federal grant programs available to help develop recreational greenways and trails, such as:

- OGT's Greenways and Trails Program; the
- National Recreation Trails program; and the

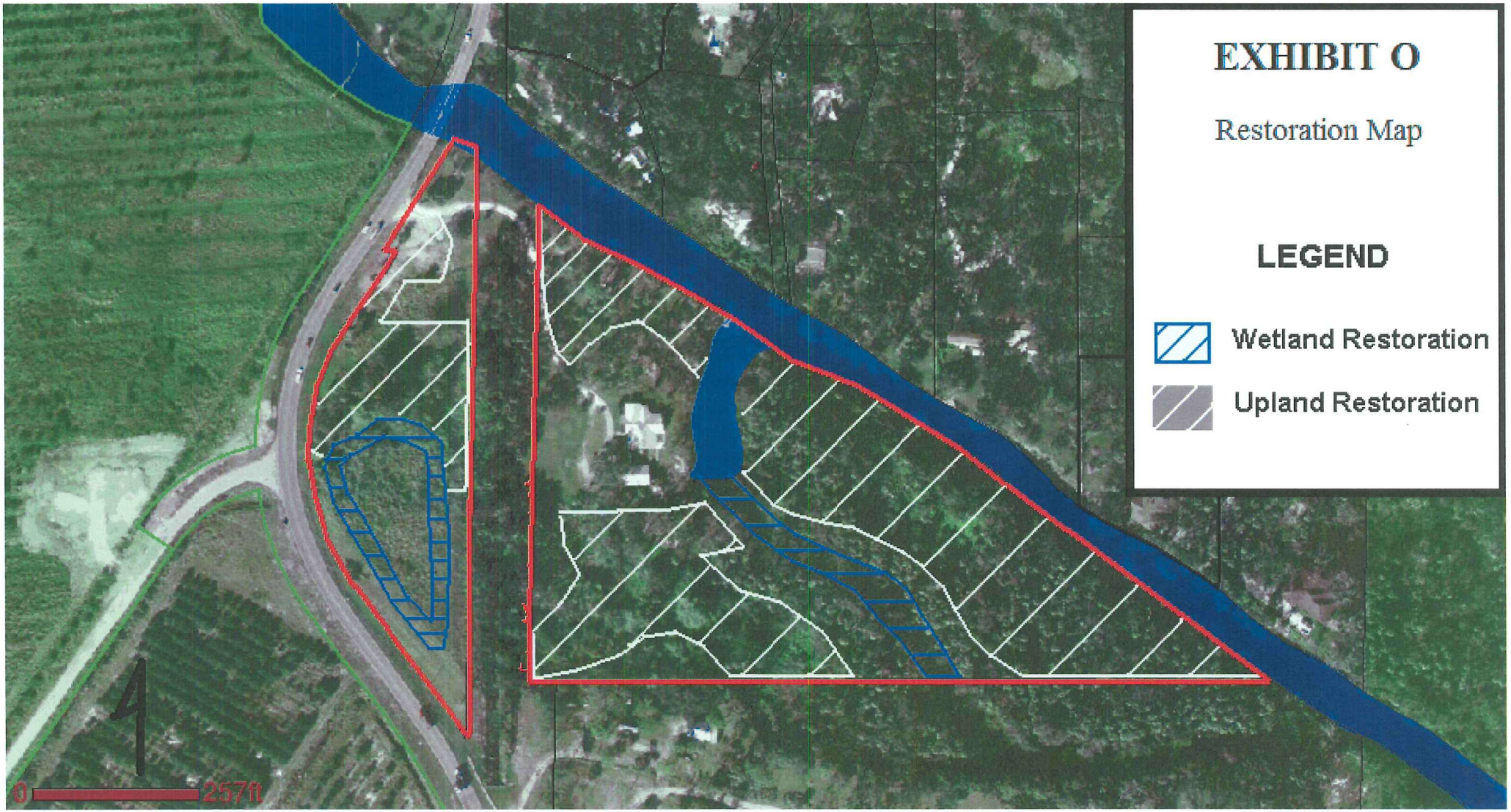
[12] Recommendations on the Statewide Plan to Protect and Promote the Natural, Coastal, Historical, Cultural, and Commercial Assets of Florida, Ecotourism/Heritage Tourism Advisory Committee, September 1997, p.C-4.

- Transportation Equity Act for the 21st century (TEA 21).

Thirdly, the conceptual master plan will provide important information to local governments, tourist development councils, and local business leaders interested in pursuing eco-heritage tourism opportunities. While coordinated, countywide efforts remain in their infancy, several different entities are promoting and pursuing eco-tourism and heritage tourism. For example, the:

- State's Ecotourism/Heritage Tourism Advisory Committee recently formed task forces to help develop regional plans; the
- Overall Economic Development Program Plan for the Treasure Coast District highlighted the significance of eco/heritage tourism; and the
- St. Lucie Chamber of Commerce is actively promoting eco/heritage tourism through workshops and seminars with the Harbor Branch Oceanographic Institute and the hospitality industry.

Much remains to be done in St. Lucie county to establish a county-wide greenways and trails system, but the opportunity to fulfill this vision remains very viable with the numerous programs available for the implementation of this vision. Sate and local governments have made important strides in securing major conservation hubs in the region. Now, further emphasis is needed to complete management and nature-based recreational plans to fill in the gaps in the greenway system with environmental restoration programs that provide public access, environmental education and coordinated opportunities to promote eco/heritage tourism.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Florida Exotic Pest Plant Council's 2009 List of Invasive Plant Species

Purpose of the List: *To focus attention on —*

- the adverse effects exotic pest plants have on Florida's biodiversity and plant communities,
- the habitat losses from exotic pest plant infestations,
- the impacts on endangered species via habitat loss and alteration,
- the need to prevent habitat losses through pest-plant management,
- the socio-economic impacts of these plants (e.g., increased wildfires in certain areas),
- changes in the seriousness of different pest plants over time,
- the need to provide information that helps managers set priorities for control programs.

CATEGORY I

Invasive exotics that are altering native plant communities by displacing native species, changing community structures or ecological functions, or hybridizing with natives. *This definition does not rely on the economic severity or geographic range of the problem, but on the documented ecological damage caused.*

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
Abrus precatorius	rosary pea	I	N	C, S
Acacia auriculiformis	earleaf acacia	I		C, S
Albizia julibrissin	mimosa, silk tree	I		N, C
Albizia lebbeck	woman's tongue	I		C, S
Ardisia crenata (*A. crenulata* misapplied)	coral ardisia	I		N, C, S
Ardisia elliptica (*A. humilis* misapplied)	shoebutton ardisia	I	N	C, S
Asparagus aethiopicus (*A. sprengeri; A. densiflorus* misapplied)	asparagus-fern	I		N, C, S
Bauhinia variegata	orchid tree	I		C, S
Bischofia javanica	bishopwood	I		C, S
Calophyllum antillanum (*C. calaba* and *C. inophyllum* misapplied)	santa maria (names "mast wood," "Alexandrian laurel" used in cultivation)	I		S
Casuarina equisetifolia	Australian-pine, beach sheoak	I	P, N	N, C, S
Casuarina glauca	suckering Australian-pine, gray sheoak	I	P, N	C, S
Cinnamomum camphora	camphor tree	I		N, C, S
Colocasia esculenta	wild taro	I		N, C, S
Colubrina asiatica	lather leaf	I	N	S
Cupaniopsis anacardioides	carrotwood	I	N	C, S
Dioscorea alata	winged yam	I	N	N, C, S
Dioscorea bulbifera	air-potato	I	N	N, C, S
Eichhornia crassipes	water-hyacinth	I	P	N, C, S
Eugenia uniflora	Surinam cherry	I		C, S
Ficus microcarpa (*F. nitida* and *F. retusa* var. *nitida* misapplied)[1]	laurel fig	I		C, S
Hydrilla verticillata	hydrilla	I	P, U	N, C, S
Hygrophila polysperma	green hygro	I	P, U	N, C, S
Hymenachne amplexicaulis	West Indian marsh grass	I		C, S
Imperata cylindrica (*I. brasiliensis* misapplied)	cogon grass	I	N, U	N, C, S
Ipomoea aquatica	water-spinach	I	P, U	C
Jasminum dichotomum	Gold Coast jasmine	I		C, S
Jasminum fluminense	Brazilian jasmine	I		C, S
Lantana camara (= *L. strigocamara*)	lantana, shrub verbena	I		N, C, S
Ligustrum lucidum	glossy privet	I		N, C
Ligustrum sinense	Chinese privet, hedge privet	I		N, C, S
Lonicera japonica	Japanese honeysuckle	I		N, C, S
Ludwigia peruviana	Peruvian primrosewillow	I		N, C, S
Luziola subintegra	Tropical American water grass	I		S
Lygodium japonicum	Japanese climbing fern	I	N	N, C, S
Lygodium microphyllum	Old World climbing fern	I	N	C, S

[1]Does not include *Ficus microcarpa* subsp. *fuyuensis*, which is sold as "Green Island Ficus"

FLEPPC List Definitions:

Exotic – a species introduced to Florida, purposefully or accidentally, from a natural range outside of Florida.

Native – a species whose natural range includes Florida.

Naturalized exotic – an exotic that sustains itself outside cultivation (it is still exotic; it has not "become" native).

Invasive exotic – an exotic that not only has naturalized, but is expanding on its own in Florida native plant communities.

Abbreviations:

Government List (Gov. List):
P = Prohibited aquatic plant by the Florida Department of Agriculture and Consumer Services;

N = Noxious weed listed by Florida Department of Agriculture & Consumer Services;

U = Noxious weed listed by U.S. Department of Agriculture.

Regional Distribution (Reg. Dist.):
N = north, C = central, S = south, referring to each species' current distribution in general regions of Florida (not its potential range in the state). Please refer to the map below.

Changes to the 2009 List:

Luziola subintegra, added to list as Category I

Luziola subintegra (rice grass) was first discovered in Lake Okeechobee by Mike Bodle in 2007. This aquatic grass is spreading in the lake. It grows in water 2-3 m deep, spreads vegetatively and by seed, and aggressively outcompetes other native and exotic species. To date, 2,000 acres have been treated.

Nymphoides cristata, moved from Category II to Category I

Snowflake (*Nymphoides cristata*) is an Asian aquatic that became problematic in southwest Florida in the 1990s. It is now an abundant weed in canals and ponds in southwest Florida, and has spread throughout the peninsula where it has been documented in seven counties, from Collier to St. Johns. It has colonized the Big Cypress National Preserve where it is invading several strand swamps along Tamiami Trail, presumably introduced by fisherman using cast nets infested from waters outside of the preserve.

Salvinia minima, added to list as Category I

Water spangles (*Salvinia minima*), first found in Florida in 1928, remained a cryptic species during a period when opinions differed on its status as native or introduced in Florida. In 2001, a study of early herbarium voucher data revealed the introduction points and systematic spread of this free-floating fern into and throughout Florida. *S. minima* outcompetes more nutritive native duckweeds by overtopping their thinner fronds, which float flat upon the water surface.

Scleria lacustris, moved from Category II to Category I

Wright's nutrush (*Scleria lacustris*) is an annual tropical sedge that was first collected in Florida in 1988. In Florida, its distribution extends to more than 20 distinct natural areas in eight counties within four major drainage regions of the central and southern peninsula. Its unique growth habit obscures open water and drastically alters the naturally sparse and upright structure of preexisting native vegetation. Such domination may even displace native prey for the endangered Florida snail kite, a sight feeder inhabiting many locations where invasive colonization occurs.

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
Macfadyena unguis-cati	cat's claw vine	I		N, C, S
Manilkara zapota	sapodilla	I		S
Melaleuca quinquenervia	melaleuca, paper bark	I	P, N, U	C, S
Melinis repens (= *Rhynchelytrum repens*)	Natal grass	I		N, C, S
Mimosa pigra	catclaw mimosa	I	P, N, U	C, S
Nandina domestica	nandina, heavenly bamboo	I		N, C
Nephrolepis cordifolia	sword fern	I		N, C, S
Nephrolepis brownii (= *N. multiflora*)	Asian sword fern	I		C, S
Neyraudia reynaudiana	Burma reed, cane grass	I	N	S
Nymphoides cristata	snowflake	I		C, S
Paederia cruddasiana	sewer vine, onion vine	I	N	S
Paederia foetida	skunk vine	I	N	N, C, S
Panicum repens	torpedo grass	I		N, C, S
Pennisetum purpureum	Napier grass	I		N, C, S
Pistia stratiotes	water-lettuce	I	P	N, C, S
Psidium cattleianum (= *P. littorale*)	strawberry guava	I		C, S
Psidium guajava	guava	I		C, S
Pueraria montana var. *lobata* (= *P. lobata*)	kudzu	I	N	N, C, S
Rhodomyrtus tomentosa	downy rose-myrtle	I	N	C, S
Rhynchelytrum repens (See *Melinis repens*)				
Ruellia brittoniana[2] (*R. tweediana* misapplied)	Mexican petunia	I		N, C, S
Salvinia minima	water spangles	I		N, C, S
Sapium sebiferum (= *Triadica sebifera*)	popcorn tree, Chinese tallow tree	I	N	N, C, S
Scaevola taccada (= *Scaevola sericea, S. frutescens*)	scaevola, half-flower, beach naupaka	I	N	C, S
Schefflera actinophylla (= *Brassaia actinophylla*)	schefflera, Queensland umbrella tree	I		C, S
Schinus terebinthifolius	Brazilian pepper	I	P, N	N, C, S
Scleria lacustris	Wright's nutrush	I		C, S
Senna pendula var. *glabrata* (= *Cassia coluteoides*)	climbing cassia, Christmas cassia, Christmas senna	I		C, S
Solanum tampicense (= *S. houstonii*)	wetland nightshade, aquatic soda apple	I	N, U	C, S
Solanum viarum	tropical soda apple	I	N, U	N, C, S
Syngonium podophyllum	arrowhead vine	I		N, C, S
Syzygium cumini	jambolan plum, Java plum	I		C, S
Tectaria incisa	incised halberd fern	I		S
Thespesia populnea	seaside mahoe	I		C, S
Tradescantia fluminensis	small-leaf spiderwort	I		N, C
Urochloa mutica (= *Brachiaria mutica*)	Para grass	I		C, S

CATEGORY II

Invasive exotics that have increased in abundance or frequency but have not yet altered Florida plant communities to the extent shown by Category I species. *These species may become ranked Category I, if ecological damage is demonstrated.*

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist
Adenanthera pavonina	red sandalwood	II		S
Agave sisalana	sisal hemp	II		C, S
Aleurites fordii (= *Vernicia fordii*)	tung oil tree	II		N, C
Alstonia macrophylla	devil tree	II		S
Alternanthera philoxeroides	alligator weed	II	P	N, C, S
Antigonon leptopus	coral vine	II		N, C, S
Aristolochia littoralis	calico flower	II		N, C, S
Asystasia gangetica	Ganges primrose	II		C, S

[2]The Plant List Committee is uncertain as to the correct name for this species. Plants cultivated in Florida, all representing the same invasive species, have in the past been referred to as *Ruellia brittoniana, R. tweediana, R. caerulea,* and *R. simplex*.

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
Begonia cucullata	wax begonia	II		N, C, S
Blechum pyramidatum	green shrimp plant, Browne's blechum	II		N, C, S
Broussonetia papyrifera	paper mulberry	II		N, C, S
Callisia fragrans	inch plant, spironema	II		C, S
Callistemon viminalis	bottlebrush, weeping bottlebrush	II		S
Casuarina cunninghamiana	river sheoak, Australian-pine	II	P	C, S
Cecropia palmata	trumpet tree	II		S
Cestrum diurnum	day jessamine	II		C, S
Chamaedorea seifrizii	bamboo palm	II		S
Clematis terniflora	Japanese clematis	II		N, C
Cryptostegia madagascariensis	rubber vine	II		C, S
Cyperus involucratus (*C. alternifolius* misapplied)	umbrella plant	II		C, S
Cyperus prolifer	dwarf papyrus	II		C, S
Dactyloctenium aegyptium	Durban crowfootgrass	II		N, C, S
Dalbergia sissoo	Indian rosewood, sissoo	II		C, S
Elaeagnus umbellata	silverberry, autumn olive	II		N
Elaeagnus pungens	silverthorn, thorny olive	II		N, C
Epipremnum pinnatum cv. Aureum	pothos	II		C, S
Ficus altissima	false banyan, council tree	II		S
Flacourtia indica	governor's plum	II		S
Hemarthria altissima	limpo grass	II		C, S
Hibiscus tiliaceus (See *Taliparitiliaceum*)				
Hyparrhenia rufa	jaragua	II		N, C, S
Ipomoea carnea ssp. *fistulosa* (= *I. fistulosa*)	shrub morning-glory	II	P	C, S
Jasminum sambac	Arabian jasmine	II		S
Kalanchoe pinnata	life plant	II		C, S
Koelreuteria elegans ssp. *formosana* (= *K. formosana*; *K. paniculata* misapplied)	flamegold tree	II		C, S
Leucaena leucocephala	lead tree	II	N	N, C, S
Landoltia punctata (= *Spirodela punctata*)	Spotted duckweed	II		N, C, S
Limnophila sessiliflora	Asian marshweed	II	P, U	N, C, S
Livistona chinensis	Chinese fan palm	II		C, S
Melia azedarach	Chinaberry	II		N, C, S
Melinis minutiflora	Molassesgrass	II		C,S
Merremia tuberosa	wood-rose	II		S
Murraya paniculata	orange-jessamine	II		S
Myriophyllum spicatum	Eurasian water-milfoil	II	P	N, C, S
Panicum maximum (= *Urochloa maxima*, *Megathyrsus maximus*)	Guinea grass	II		N, C, S
Passiflora biflora	two-flowered passion vine	II		S
Pennisetum setaceum	green fountain grass	II		S
Phoenix reclinata	Senegal date palm	II		C, S
Phyllostachys aurea	golden bamboo	II		N, C
Pittosporum pentandrum	Philippine pittosporum, Taiwanese cheesewood	II		S
Pteris vittata	Chinese brake fern	II		N, C, S
Ptychosperma elegans	solitaire palm	II		S
Rhoeo spathacea (see *Tradescantia spathacea*)				
Ricinus communis	castor bean	II		N, C, S
Rotala rotundifolia	roundleaf toothcup, dwarf Rotala	II		S
Sansevieria hyacinthoides	bowstring hemp	II		C, S
Sesbania punicea	purple sesban, rattlebox	II		N, C, S
Solanum diphyllum	two-leaf nightshade	II		N, C, S
Solanum jamaicense	Jamaica nightshade	II		C
Solanum torvum	susumber, turkey berry	II	N, U	N, C, S

Callistemon viminalis, added to list as Category II

Bottlebrush (*Callistemon viminalis*), a popular landscape tree, is now invading undisturbed short hydroperiod wetland communities in Miami-Dade, Collier, and Martin Counties, including those in Big Cypress National Preserve and Everglades National Park.

Dactyloctenium aegyptium, added to list as Category II

Durban crowfootgrass (*Dactyloctenium aegyptium*) is an annual grass that is a widely distributed weed throughout the southeastern US. In Florida, this species has been documented in 54 counties. While it is primarily a weed of disturbed areas, it also invades beach dune communities in southern Florida, including those located within Everglades and Dry Tortugas National Parks. Dense growth of this species interferes with ground nesting birds in Dry Tortugas and competes with state and federally listed plant species on the mainland.

Elaeagnus umbellata, added to list as Category II

Autumn-olive (*Elaeagnus umbellata*) is an aggressive shrub capable of replacing entire native ecosystems, which it has done in numerous locations in other states. There are three known native locations in the eastern Florida panhandle; two are local escapes from cultivation. The third is a mixture of mature upland sand hill and pine communities where a wildlife planting has escaped. The entire 2,081 acre site is infested. The infestation ranges from 100% (12.5 acres), to 50% (49.9 acres), to 25% (38.3 acres), to 10% or less (1,683.4 acres).

Hyparrhenia rufa, added to list as Category II

Jaragua (*Hyparrhenia rufa*) is an annual grass that is known from 14 Florida counties. In Miami-Dade County it has been found in intact habitat in at least 12 pine rockland fragments, outcompeting native plant species.

Landoltia punctata, added to list as Category II

Spotted duckweed (*Landoltia punctata*) is a small floating aquatic plant that is native to Australia and Southeast Asia. Since it was first found in Missouri in the 1930s, it has spread to 22 states and been documented in 36 Florida counties. It invades a wide range of undisturbed aquatic habitats and outcompetes native species.

Syzygium jambos, formerly Category II, removed from List

The Committee has not been able to locate data showing this species behaves as a Category II invasive.

Use of the FLEPPC List

FLEPPC encourages use of the Invasive Species List for prioritizing and implementing management efforts in natural areas, for educating lay audiences about environmental issues, and for supporting voluntary invasive plant removal programs. When a non-native plant species is to be restricted in some way by law, FLEPPC encourages use of the List as a first step in identifying species worth considering for particular types of restriction. For more information on using the FLEPPC List of Invasive Plant Species, see *Wildland Weeds* Summer 2002 issue (Vol. 5, No. 3), pp. 16-17, or http://www.fleppc.org/list/list.htm

NOTE: Not all exotic plants brought into Florida become pest plants in natural areas. The FLEPPC List of Invasive Plant Species represents only about 10% of the nearly 1,400 exotic species that have been introduced into Florida and have subsequently established outside of cultivation. Most escaped exotics usually present only minor problems in highly disturbed areas (such as roadsides). And there are other exotics cultivated in Florida that are "well-behaved" — that is, they don't escape cultivation at all.

www.fleppc.org

Scientific Name	Common Name	FLEPPC Cat.	Gov. List	Reg. Dist.
Sphagneticola trilobata (= *Wedelia trilobata*)	wedelia	II		N, C, S
Stachytarpheta cayennensis (= *S. urticifolia*)	nettle-leaf porterweed	II		S
Syagrus romanzoffiana (= *Arecastrum romanzoffianum*)	queen palm	II		C, S
Talipariti tiliaceum (= *Hibiscus tiliaceus*)	mahoe, sea hibiscus	II		C, S
Terminalia catappa	tropical-almond	II		C, S
Terminalia muelleri	Australian-almond	II		C, S
Tradescantia spathacea (= *Rhoeo spathacea, Rhoeo discolor*)	oyster plant	II		S
Tribulus cistoides	puncture vine, burr-nut	II		N, C, S
Urena lobata	Caesar's weed	II		N, C, S
Vitex trifolia	simple-leaf chaste tree	II		C, S
Washingtonia robusta	Washington fan palm	II		C, S
Wedelia (see *Sphagneticola* above)				
Wisteria sinensis	Chinese wisteria	II		N, C
Xanthosoma sagittifolium	malanga, elephant ear	II		N, C, S

Citation example:
FLEPPC. 2009. List of Invasive Plant Species. Florida Exotic Pest Plant Council. Internet: http://www.fleppc.org/list/list.htm or *Wildland Weeds* Vol. 12(4): 13-16. Fall 2009.

The 2009 list was prepared by the FLEPPC Plant List Committee:
Keith A. Bradley – Chair (2006-present), The Institute for Regional Conservation, 22601 SW 152nd Ave., Miami, FL 33170, (305) 247-6547, bradley@regionalconservation.org

Janice A. Duquesnel, Florida Park Service, Florida Department of Environmental Protection, P.O. Box 1052, Islamorada, FL 33036 , (305) 664-8455, Janice.Duquesnel@dep.state.fl.us

David W. Hall, Private Consulting Botanist, 3666 NW 13th Place, Gainesville, FL 32605, (352) 375-1370

Roger L. Hammer, Miami-Dade Parks Department, Castellow Hammock Nature Center, 22301 S.W. 162nd Ave., Miami, FL 33030, kaskazi44@comcast.net

Patricia L. Howell, Broward County Parks, Environmental Section, 950 NW 38th St., Oakland Park, FL 33309, (954) 357-8137, phowell@broward.org

Colette C. Jacono, Department of Agronomy, Center for Aquatic & Invasive Plants, IFAS, University of Florida, 7922 NW 71st St., Gainesville, FL 32653, (352) 392-6894, colettej@ufl.edu

Kenneth A. Langeland, Center for Aquatic and Invasive Plants, IFAS, University of Florida, 7922 NW 71st St., Gainesville, FL 32606, (352) 392-9614, gator8@ufl.edu

Chris Lockhart, Florida Natural Areas Inventory, c/o P.O. Box 243116, Boynton Beach, FL 33424-3116, (850) 509-6482, clockhart@fnai.org

Gil Nelson, Gil Nelson Associates, 157 Leonard's Dr., Thomasville, GA 31792, gil@gilnelson.com

Robert W. Pemberton, Invasive Plants Research Lab, U.S. Dept. of Agriculture, 3225 College Ave., Ft. Lauderdale, FL 33312, Robert.Pemberton@ars.usda.gov

Jimi L. Sadle, Everglades National Park, 40001 State Road 9336, Homestead, FL 33034, (305) 242-7806, Jimi_Sadle@nps.gov

Robert W. Simons, 1122 SW 11th Ave., Gainesville, FL 32601-7816

Sandra M. Vardaman, Alachua County Forever Land Conservation Program, Alachua County Environmental Protection Dept., 201 SE 2nd Ave., Suite 201, Gainesville, Florida 32601, (352) 264-6803, smvardaman@alachuacounty.us

Daniel B. Ward, Department of Botany, University of Florida, 220 Bartram Hall, Gainesville, FL 32611

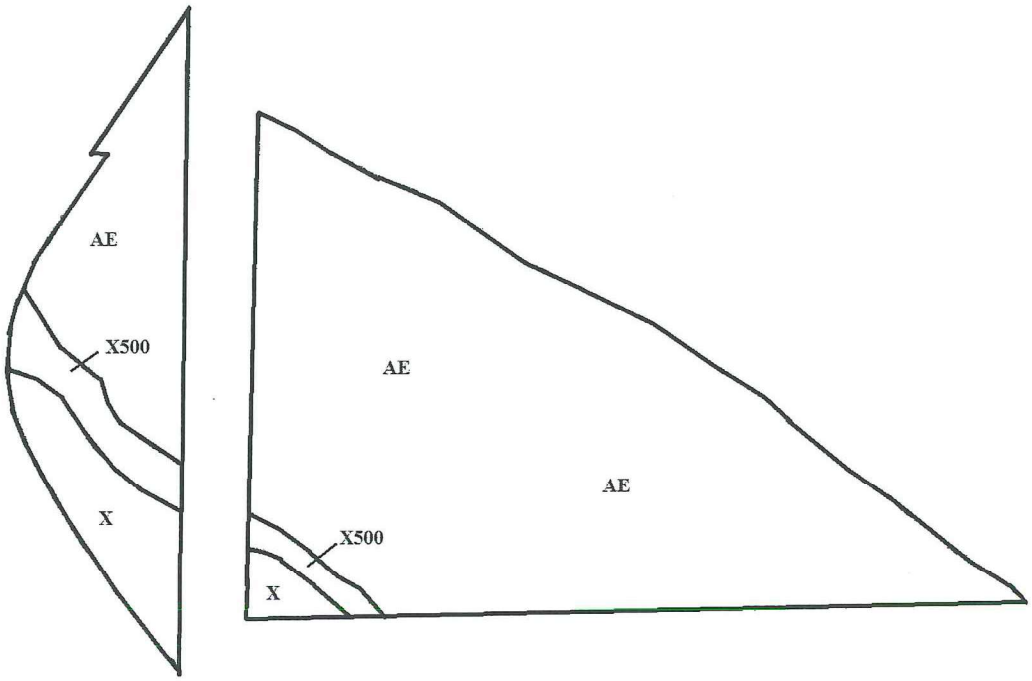
Richard P. Wunderlin, Institute for Systematic Botany, Dept. of Biological Sciences, University of South Florida, Tampa, FL 33620, (813) 974-2359, rwunder@cas.usf.edu

FLEPPC Database – The Florida Exotic Pest Plant Database contains over 75,000 sight records of infestations of FLEPPC Category I and Category II species in Florida public lands and waters. 211 species are recorded. Nearly all of the records are from local, state, and federal parks and preserves; a few records document infestations in regularly disturbed public lands such as highways or utility rights-of-way. Natural area managers and other veteran observers of Florida's natural landscapes submit these records, with many supported further by voucher specimens housed in local or regional herbaria for future reference and verification. New and updated observations can be submitted online at www.eddmaps.org/florida/. This database, along with other plant-data resources such as the University of South Florida Atlas of Florida Vascular Plants at www.plantatlas.usf.edu, the Florida Natural Areas Inventory database at www.fnai.org, and The Institute for Regional Conservation Floristic Inventory of South Florida database at www.regionalconservation.org, provides important basic supporting information for the FLEPPC List of Invasive Plant Species.

Images and/or distributional data of FLEPPC-listed species may be found at one or more of the following websites: University of South Florida Atlas of Florida Vascular Plants, www.plantatlas.usf.edu; the University of Florida Herbarium collection catalog, http://www.flmnh.ufl.edu/herbarium/cat/, and image gallery, http://www.flmnh.ufl.edu/herbarium/cat/imagesearch.asp; at Fairchild Tropical Botanic Garden's Virtual Herbarium, www.virtualherbarium.org/vhportal.html, The Robert K. Godfrey Herbarium at Florida State University, http://herbarium.bio.fsu.edu/index.php; the University of Florida's IFAS Center for Aquatic and Invasive Plants, http://plants.ifas.ufl.edu, and the USDA PLANTS database, http://plants.usda.gov/. Please note that greater success and accuracy in searching for plant images is likely if you search by scientific name rather than a common name. Common names often vary in cultivation and across regions. For additional information on plants included in this list, see related links and pages at www.fleppc.org.

EXHIBIT Q

FLOODPLAIN/COASTAL HIGH HAZARD AREA MAP



Zone AE - Flood hazard area inundated by 100-year flood.

Zone X - Areas determined to be outside 500-year flood plain.

Zone X500 - Areas of 500-year flood; areas of 100-year flood with average depths of less than 1 foot or with drainage reas less than 1 square mile; and areas protected by levess from 100-year flood.

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3619667 OR BOOK 3316 PAGE 2019, Recorded 08/17/2011 at 04:30 PM
Doc Tax: $4620.00

This Instrument Prepared By:
GEORGE G. COLLINS, JR., ESQ.
Collins, Brown, Caldwell, Barkett & Garavaglia Chartered
756 Beachland Boulevard
Vero Beach, Florida 32963
Consideration: $660,000.00

WARRANTY DEED

COPY

THIS INDENTURE, made this 12th day of August, A.D. 2011, between BECKER B-14 GROVE, LTD., a Florida limited partnership, of the County of Indian River in the State of Florida, Grantor, whose address is 3150 Cardinal Drive, Vero Beach, Florida 32963, and ST. LUCIE COUNTY, a political subdivision of the State of Florida, whose post office address is 2300 Virginia Avenue, Fort Pierce, Florida 34982, Grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars 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 successors and assigns forever, the following described land situate, lying and being in St. Lucie County, Florida, to-wit:

Property Appraiser's Parcel Identification Number: 2429-321-0003-000/0
2430-411-0001-000/6

COPY

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this warranty deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants attached hereto as Exhibit "B," and recorded in the Public Records of St. Lucie County, Florida. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes.

This conveyance is subject to the Permitted Exceptions set forth in Exhibit "C" attached hereto, easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

COPY

AND the said Grantor does hereby fully warrant the title to said land, and will defend the

same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BECKER B-14 GROVE, LTD., A Florida limited partnership
By: Becker Sisters Management, LLC
Its: General Partner

BY: _____
Thomas W. Hurley, Manager

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BY: _____
Richard E. Hurley, Manager

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BY: _____
R. Scott Hurley, Manager

COPY

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by THOMAS W. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by RICHARD E. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by R. SCOTT. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

COPY

Exhibit A

That part of the Northwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

Parcel Identification Number: 2429-321-0003-000/0

and

Parcel Identification Number: 2430-411-0001-000/6

COPY

COPY

COPY

This document prepared by:
Kristen L. Coons, Esquire
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
FF8 AWARD #08-057-FF8
FCT Contract # 11-CT-D1-08-F8-J1-057
BECKER PRESERVE

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and **ST. LUCIE COUNTY**, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

COPY

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **St. Lucie County, Florida**, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental

COPY

Protection shall forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Program Manager

Recipient: St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982
ATTN: County Attorney

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee containing such covenants, clauses or other restrictions as are sufficient to protect the interest of the State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

COPY

4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.

2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements and signs shall require the prior written

COPY

approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and St. Lucie County.

3. At least three recreational facilities including a picnic pavilion, canoe/kayak dock, and wildlife observation platform shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

5. A nature trail of at least ¼ mile shall be provided on the project site.

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6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

7. The project shall construct a canoe/kayak dock to provide access to Ten Mile Creek.

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

11. The floodplain swamp and floodplain forest natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Water Management District.

17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known

COPY

archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

18. The development and management of the project site shall be coordinated with the agencies managing conservation lands along Ten Mile Creek and the North Fork of the St. Lucie River, to ensure the project site is protected and managed as part of an ecological corridor.

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VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

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f. a management contract for the Project Site with a non-governmental person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all

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sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and

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Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall

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be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 lease 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

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

Witness:

Print Name: Stephanie Bush

Print Name: Janet L. Causi

ST. LUCIE COUNTY, a local government of the State of Florida

By: _____
Chris Craft, Chairman

Date: August 2, 2011

Approved as to Form and Legality:

By: _____
Heather Young, Assistant County Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 2nd day of August, 2011, by Chris Craft on behalf of the Local Government, and who is personally known to me.

JoAnn Marie Riley
MY COMMISSION EXPIRES
December 4, 2012
#DD 832769
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

JoAnn Marie Riley
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

COPY

Witness:

Print Name: Miriam Snipes

Print Name: John Sorey

FLORIDA COMMUNITIES TRUST

By: Ken Reecy

Ken Reecy, Acting Administrator
Florida Communities Trust

Date: 8-8-11

Approved as to Form and Legality:

By:
Kristen L. Coons, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8th day of Aug., 2011, by **Ken Reecy**, Acting Administrator, Florida Communities Trust, who is personally known to me.

MIRIAM SNIPES
MY COMMISSION # DD 989658
EXPIRES: September 7, 2014
Bonded Thru Notary Public Underwriters

Notary Public
Print Name:
Commission No.
My Commission Expires:

COPY

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EXHIBIT "A"

That part of the Northwest ¼ of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; AND ALSO that part of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; AND ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

END OF LEGAL DESCRIPTION

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Exhibit "C"
Permitted Exceptions

1. The lien of all taxes or special assessments for the year 2011 and thereafter, which are not yet due and payable.

2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land conveyed, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

3. Easements granted to Florida Power and Light Company as recorded in Official Records Book 226, Page 1254, and Official Records Book 237, Page 2800, of the Public Records of St. Lucie County, Florida.

4. Provisions unto the City of Fort Pierce to maintain electric transmission and distribution lines as recorded in Deed Book 133, Page 287, of the Public Records of St. Lucie County, Florida.

5. Annexation Agreement to the Fort Pierce Utilities Authority as recorded in Official Records Book 912, Page 2117, of the Public Records of St. Lucie County, Florida.

6. Terms, Covenants, Conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s).

7. Riparian and littoral rights are neither guaranteed nor insured.

8. Any claim to any portion of the land described in Exhibit "A" which lies below the mean high water line of Ten Mile Creek and other adjacent waters, if any.

9. Title to the present or former beds or bottoms of lakes, rivers or other bodies of water located on or within the land described in Exhibit "A."

10. Right-of-Ways for North St. Lucie Water Management District Canal No. 100.

11. Title to or any interest in personal property is neither guaranteed nor insured.

COPY

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: FLUMA - Becker Preserve - 3398 Selvitz Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5th, 2025

NOTICE BY MAIL: N/A

NOTICE BY SIGNS: N/A

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: Vennis Gilmore **DATE:** January 8th, 2025

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR

FROM: SARA HEDGES, CITY ATTORNEY SH

RE: BECKER PRESERVE FLUMA ORDINANCE REVIEW

CAO RLS FILE: RLS 24-465

DATE: DECEMBER 18, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Future Land Use Map Amendment. 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

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Linda Cox
Accounts Payable Dept
City Of Fort Pierce Legals
Po Box 1480
Fort Pierce FL 34954-1480

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Main Legal CLEGL, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

01/05/2025

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 01/05/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$424.40	
Tax Amount:	$0.00	
Payment Cost:	$424.40	
Order No:	10904750	# of Copies:
Customer No:	1126026	1
PO #:	25-010	

THIS IS NOT AN INVOICE!

Please do not use this form for payment remittance.

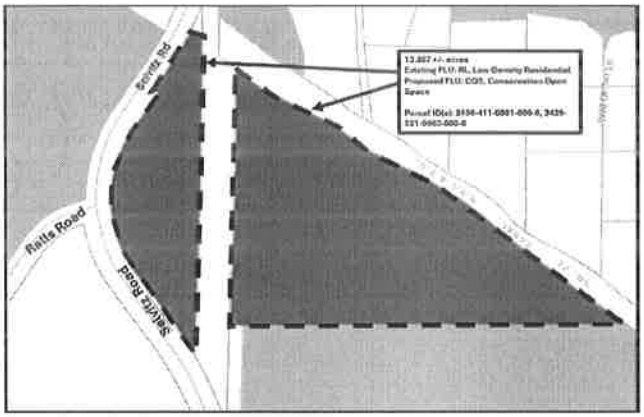
KAITLYN FELTY
Notary Public
State of Wisconsin

CITY OF FORT PIERCE
NOTICE OF PUBLIC HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to Section 125-37 of the Code of Ordinances of the City of Fort Pierce, and Sections 166.041 (3)(a) and 163.3187 of Florida State Statutes, will on Tuesday, January 21, 2025 at 5:05 p.m. and Monday, February 3, 2025 at 5:05 p.m. hold Public Hearings on the enactment of the proposed ordinance on first and second readings, respectively, in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE 25-010 - AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN TO CHANGE THE DESIGNATION OF TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 3398 SELVITZ ROAD, FROM CITY OF FORT PIERCE (RL) LOW DENSITY RESIDENTIAL TO CITY OF FORT PIERCE (CO) CONSERVATION AND OPEN SPACE; PROVIDING FOR A SEVERABILITY CLAUSE; PROVIDING FOR REPEAL OF ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

SUBJECT PARCELS: 2430-411-0001-000-6 and 2429-321-0003-000-0



All interested parties may appear at the meeting and be heard with respect to the ordinance. Said ordinance will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. #1, Fort Pierce, Florida.

ANY PERSON SEEKING TO APPEAL THE DECISION OF THE CITY COMMISSION AS TO THE FOREGOING IS ADVISED THAT A RECORD OF PROCEEDINGS IS REQUIRED IN ANY SUCH APPEAL AND THAT SUCH PERSON MAY NEED TO ENSURE THAT A VERBATIM RECORD OF PROCEEDINGS IS MADE INCLUDING THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED.

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

/s/ Linda W. Cox, City Clerk Publish: 1/5/2025

TR-40983807

City Commission Regular Meeting **12. i.**

Meeting Date: 01/21/2025

Re: Becker Preserve Rezoning

Submitted For: Kev Freeman, Planning Director, Planning Department

SUBJECT:

Quasi-Judicial Hearing - Ordinance No. 25-011: An Ordinance by the City Commission of the City of Fort Pierce; amending the City's Zoning Atlas and Rezoning two (2) parcels generally located at or near 3398 Selvitz Road, Fort Pierce, Florida, containing approximately 12.357 acres of land, more or less, from (R-1) Single-Family Low Density Zone to (OS-2) Conservation Open Space Zone; Parcel ID(s): 2430-411-0001-000-6 and 2429-321-0003-000-0. FIRST READING

SUMMARY:

Request for review of an application for a Zoning Atlas Map Amendment of two (2) parcels in the City of Fort Pierce, from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone.

The applicant is proposing to amend the Zoning Atlas Map from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone for compliance with the Florida Communities Trust (FCT) grant award agreement. The applicant has a concurrent application to amend the Future Land Use of the subject properties from RL, Low Density Residential to CO, Conservation and Open Space. The requested rezoning and future land use amendments to conservation open space are to reflect the properties current use as a nature preserve. Per the Florida Communities Trust grant award agreement, the subject property shall be amended to conservation, outdoor recreation, open space or similar category.

RECOMMENDATION:

Staff recommends **APPROVAL** of the proposed Zoning Atlas Map Amendment to the City Commission.

ALTERNATIVES:

- Alternative Approval with changes
- Denial

RESPONSIBLE STAFF:

Vennis Gilmore, Assistant Planning Director

COORDINATED WITH:

Technical Review Committee
Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Ordinance 25-011
Staff Presentation
Staff Report
Application Supporting Documents
Public Notice Certification
CA Memo - 24-466

Form Review

Inbox	Reviewed By	Date
City Manager	Linda Cox	01/09/2025 10:09 AM

Form Started By: Vennis Gilmore
Started On: 01/08/2025 12:50 PM
Final Approval Date: 01/09/2025

ORDINANCE NO. 25-011

AN ORDINANCE BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE; **AMENDING THE CITY'S ZONING ATLAS AND REZONING TWO (2) PARCELS GENERALLY LOCATED AT OR NEAR 3398 SELVITZ ROAD, FORT PIERCE, FLORIDA CONTAINING APPROXIMATELY 12.357 ACRES OF LAND, MORE OR LESS, FROM (R-1) SINGLE-FAMILY LOW DENSITY ZONE TO (OS-2) CONSERVATION OPEN SPACE ZONE**; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL ORDINANCES OR PARTS THEREOF IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the subject properties are two (2) parcels, 2430-411-0001-000-6 and 2429-321-0003-000-0, located at or near 3398 Selvitz Road in Fort Pierce, Florida, totaling approximately 12.357 acres of land, more or less; and

WHEREAS, a map depicting the subject properties is attached hereto as "**Exhibit A**"; and

WHEREAS, the subject properties are presently designated R-1, Single-Family Low Density Residential Zone.

WHEREAS, the applicant, has applied to allocate the appropriate future land use designation for the subject property from RL, Low Density Residential to CO, Conservation and Open Space; and

WHEREAS, the applicant, has applied for rezoning of the subject property from R-1, Single-Family Low Density Residential Zone to OS-2, Conservation Open Space Zone; and

WHEREAS, the proposed zoning atlas map amendment (rezoning) is consistent with the comprehensive plan, will not have an adverse effect on the ability of the city to satisfy land and water use needs, will meet transportation demands and provide community facilities and services, and will promote and protect the public health, safety, and general welfare as required by City Code 125-136; and

WHEREAS, the City of Fort Pierce Planning Board, at their December 9th, 2024, meeting, voted 4 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. From and after the effective date hereof, the following described property is hereby rezoned as follows:

Parcel ID(s): 2430-411-0001-000-6 and 2429-321-0003-000-0

From and after the effective date hereof, the following properties legally described as:

LEGAL DESCRIPTION: (OFFICIAL RECORD BOOK 3316, PAGE 2019)

THAT PART OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH; RANGE 40 EAST, LYING SOUTH OF TEN MILE CREEK, SUBJECT TO CANAL RIGHT-OF-WAY OVER THE WEST 48 FEET THEREOF; ALSO THAT PART OF THE NORTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 29, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING SOUTH OF TEN MILE CREEK, SUBJECT TO CANAL RIGHT-OF-WAY OVER THE WEST 48 FEET THEREOF; ALSO THAT PART OF SECTION 30, TOWNSHIP 35 SOUTH, RANGE 40 EAST, LYING EAST OF THE EAST RIGHT-OF-WAY LINE FOR SELVITZ ROAD AS IT PRESENTLY EXISTS, SUBJECT TO A CANAL RIGHT-OF-WAY OVER THE EAST 48 FEET THEREOF, ALL OF THE ABOVE BEING IN ST. LUCIE COUNTY, FLORIDA.

CONTAINING: 12.357 ACRES, MORE OR LESS

Said properties being generally located at or near at or near 3398 Selvitz Road in Fort Pierce, Florida shall be rezoned, and the Zoning Designation is hereby changed from Single-Family Low Density Zone, R-1, to Conservation Open Space Zone, OS-2, as depicted at **Exhibit "A"** and Sketch & Legal Description at **Exhibit "B,"** all attached hereto and incorporated herein.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This Ordinance shall be and become effective immediately upon final passage.

APPROVED AS TO FORM & CORRECTNESS:

_____
Sara Hedges
City Attorney

STATE OF FLORIDA

COUNTY OF ST. LUCIE

WE, THE UNDERSIGNED, Mayor Commissioner and the City Clerk of the City of Fort Pierce, Florida, do hereby certify that the foregoing and above Ordinance No. 25-011 was duly advertised in accordance with Section 163.3187 of the Florida Statutes in the St. Lucie News Tribune on Sunday, January 5th, 2025; 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 January 21st, 2025; and was duly introduced, read by title only, and passed on second and final reading February 3rd, 2025, 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 February 4th, 2025.

Linda Hudson
MAYOR COMMISSIONER

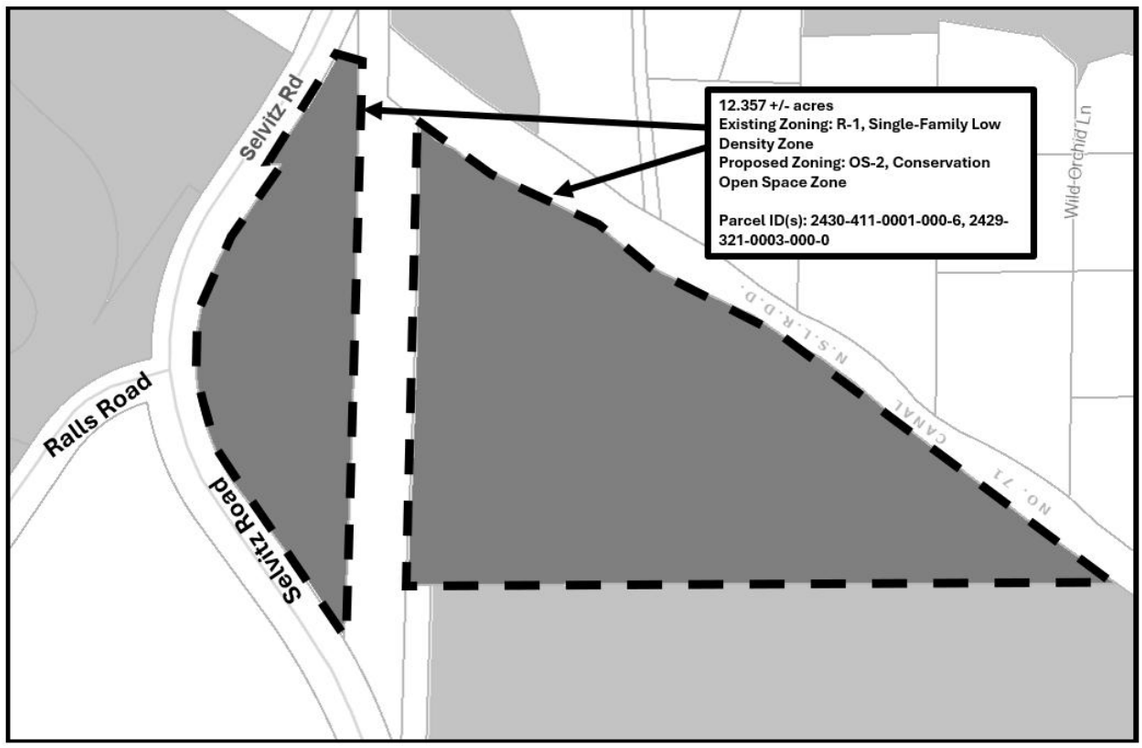
ATTEST

Linda W. Cox
CITY CLERK

(CITY SEAL)

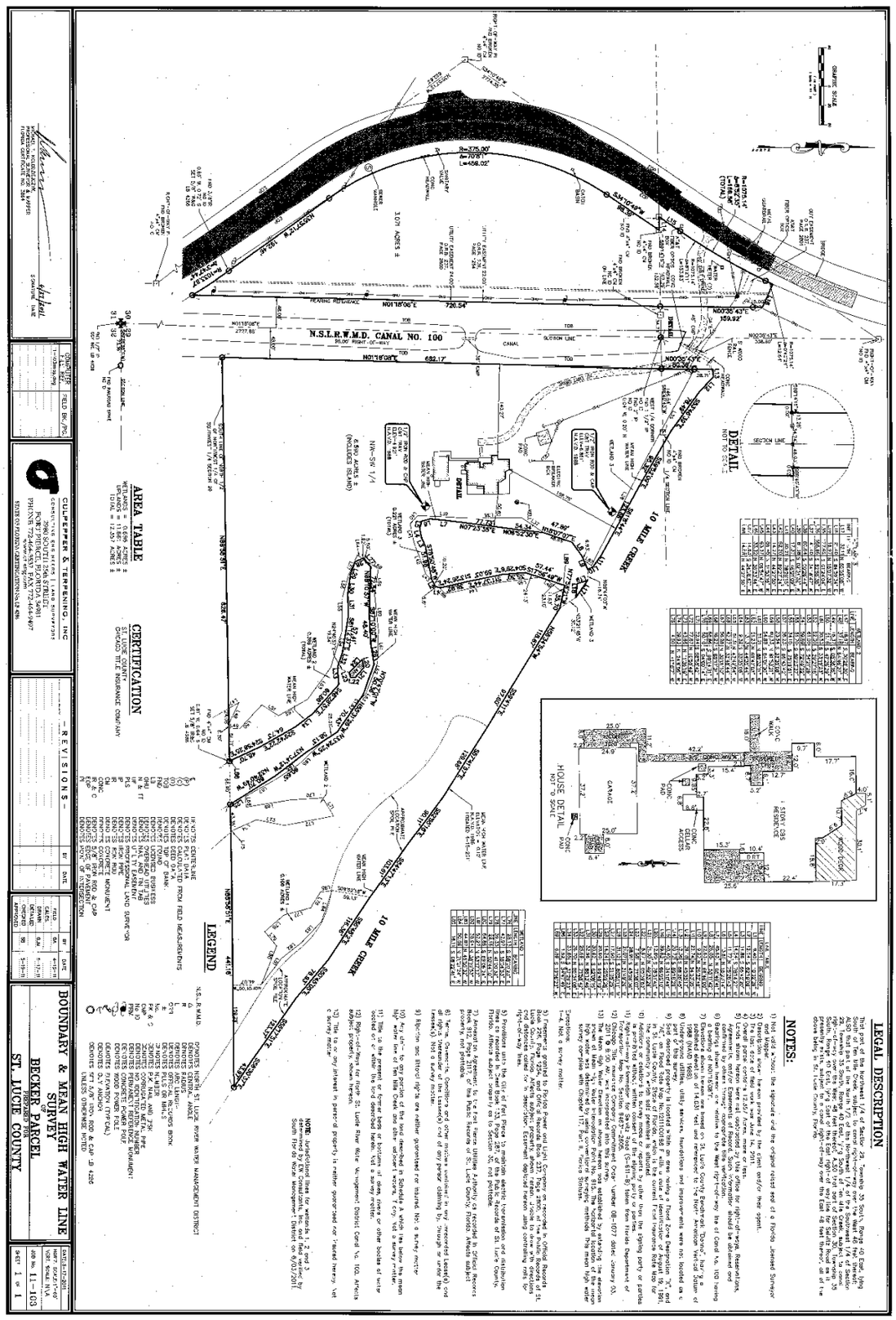
EXHIBIT A

Parcel subject of Rezoning to OS-2, Conservation Open Space Zone



Parcel ID(s): 2430-411-0001-000-6, 2429-321-0003-000-0

EXHIBIT B
Sketch & Legal Description



Parcel ID(s): 2430-411-0001-000-6, 2429-321-0003-000-0

CITY OF FORT PIERCE

ZONING ATLAS MAP AMENDMENT

January 21st, 2025

Becker Preserve – Rezoning

3398 Selvitz Road

(2430-411-0001-000-6, 2429-321-0003-000-0)

APPLICANT

Jennifer McGee, St. Lucie County Environmental Resources

OWNER

St. Lucie County

PARCEL ID #(S):

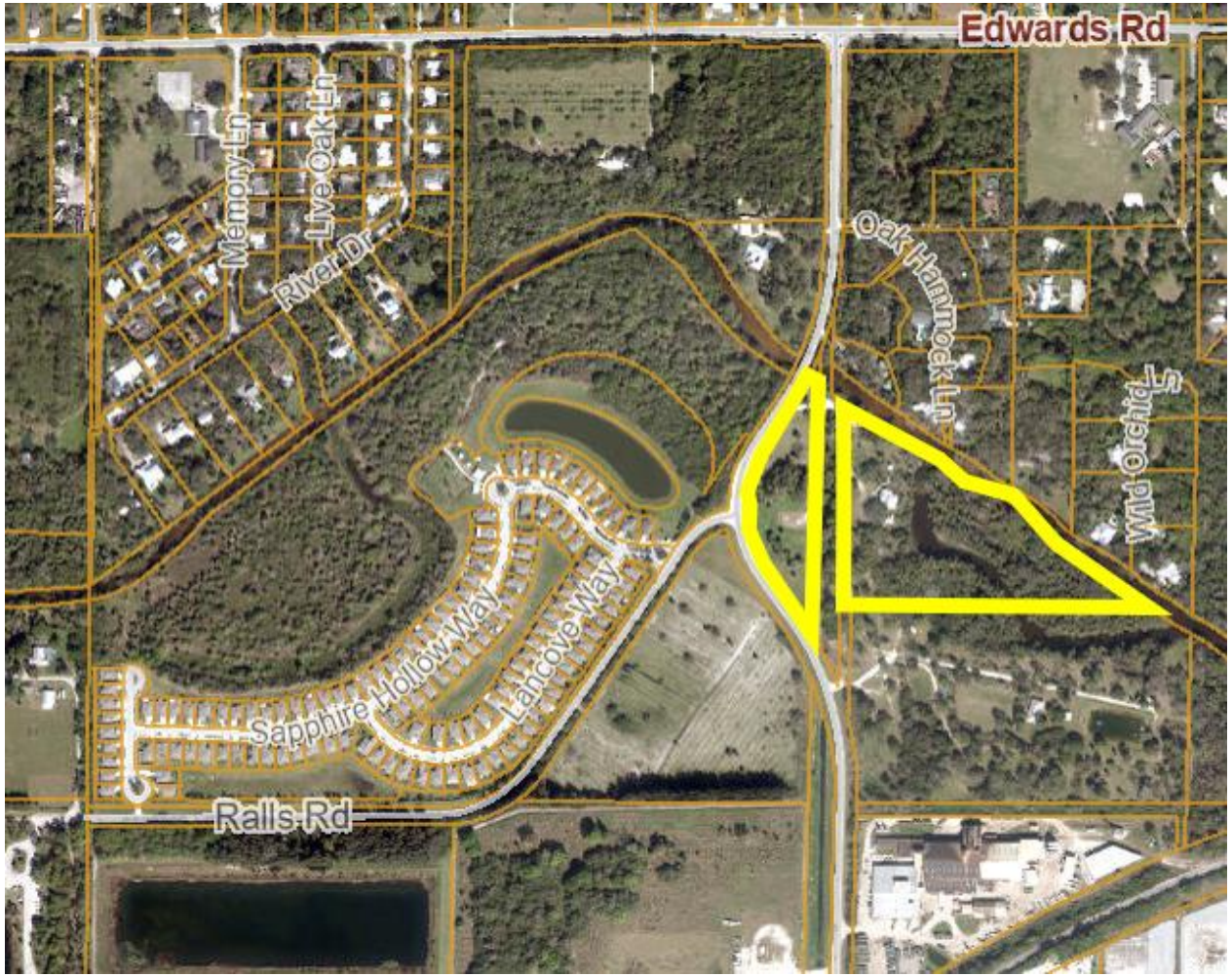
2430-411-0001-000-6, 2429-321-0003-000-0

SUMMARY

Request for review of application for a Zoning Atlas Map Amendment of two (2) parcels in the City of Fort Pierce, from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone.

The applicant is proposing to amend the Zoning Atlas Map from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone for compliance with the Florida Communities Trust (FCT) grant award agreement.

SITE LOCATION



SITE AREA= 12.357 +/- Acres

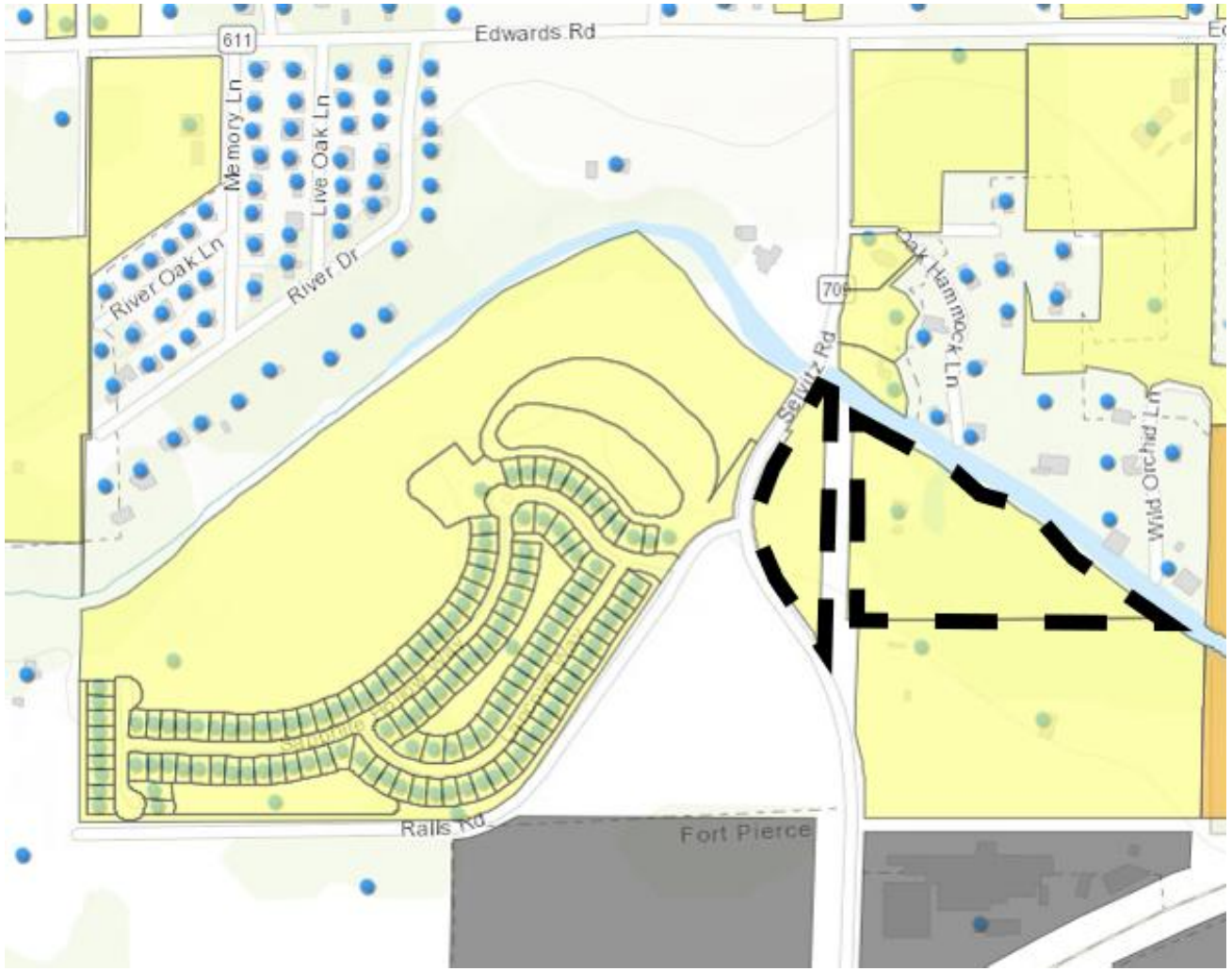
TECHNICAL REVIEW COMMITTEE

All affected departments have reviewed the proposed REZONING with regards to consistency with established ordinances and requirements of the City Code and Comprehensive Plan.

EXISTING/PROPOSED FLU

Current FLU:
RL, Low Density Residential

Proposed FLU:
CO, Conservation and Open Space



EXISTING/PROPOSED - ZONING

Current Zoning:
R-1, Single-Family Low Density Zone

Proposed Zoning:
OS-2, Conservation Open Space Zone

PB RECOMMENDATION

The Planning Board unanimously recommended approval of the proposed Zoning Atlas Map Amendment, at their December 9th, 2024, meeting.

ZONING ATLAS MAP AMENDMENT

Staff recommends that the City Commission <u>APPROVE</u> the proposed Rezoning.

- ❑ **Consistent with Section 125-136 of City Code & the Comprehensive Plan**
- ❑ **Does not adversely affect the public health, safety, convenience and general welfare**

- **<u>Alternative actions of the City Commission:</u>**

- Alternative Approval with changes.

or

- Disapproval

CITY OF FORT PIERCE

ZONING ATLAS MAP AMENDMENT

January 21st, 2025

Becker Preserve – Rezoning

3398 Selvitz Road

(2430-411-0001-000-6, 2429-321-0003-000-0)

CITY OF FORT PIERCE

PLANNING DEPARTMENT

PROJECT: **BECKER PRESERVE – ZONING ATLAS MAP AMENDMENT – PROJECT #: PZZAM2024-00001**

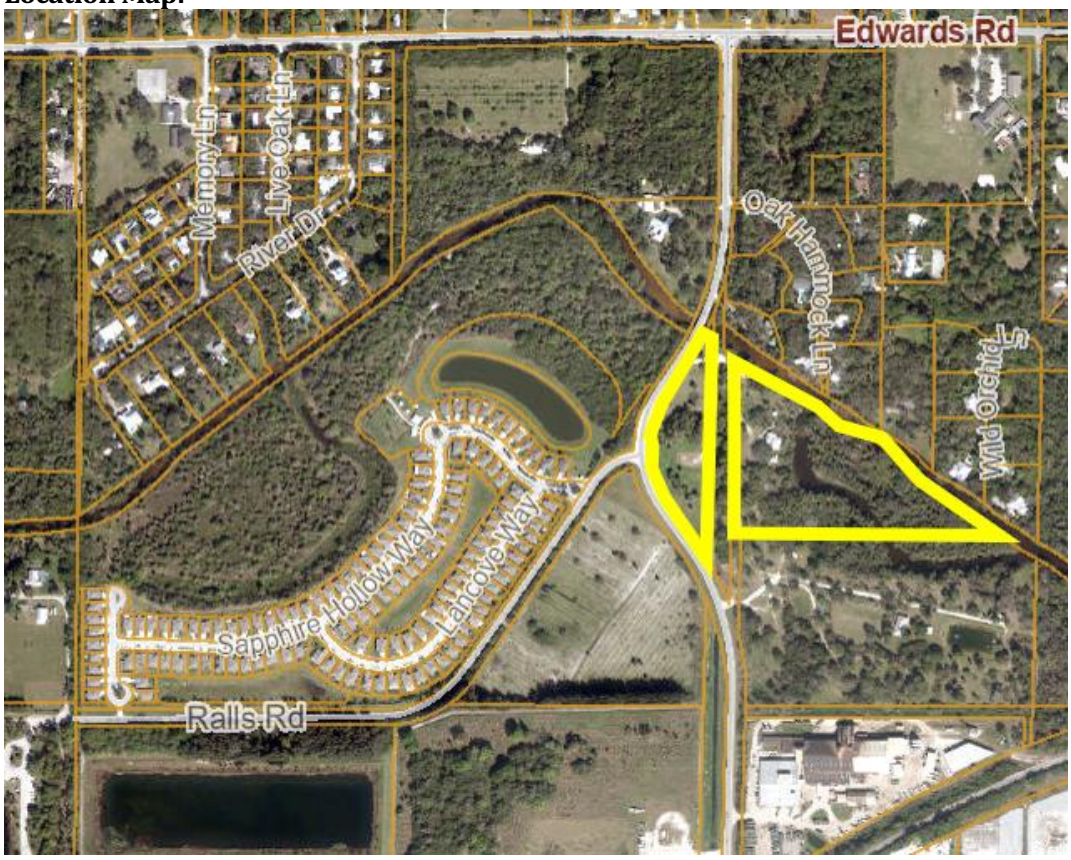
REVIEWER: **VENNIS GILMORE, ASSISTANT PLANNING DIRECTOR**

DATE: **JANUARY 8, 2025**

STAFF REPORT

Applicant/Representative:	Jennifer McGee, St. Lucie County Environmental Resources
Owner:	St. Lucie County
Requested Action:	Review of an application for a Zoning Atlas Map Amendment of two (2) parcels in the City of Fort Pierce, from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone.
Location:	At or near 3398 Selvitz Road
Parcel IDs:	2430-411-0001-000-6, 2429-321-0003-000-0
Current Zoning:	R-1, Single-Family Low Density Zone
Proposed Zoning:	OS-2, Conservation Open Space Zone
Current Future Land Use:	RL, Low Density Residential
Proposed Future Land Use:	CO, Conservation and Open Space

Location Map:



Future Land Use Map:

Zoning Map:

Surrounding Zoning:

North	East	South	West
R-1/RS-3 (SLC)	R-1/RS-3 (SLC)	R-1	PD/AR-1 (SLC)

Surrounding Future Land Use:

North	East	South	West
RL/RU	RL/RU	RL	RL/RU

Site Area: **+/-** 12.357 Acres

Utilities: Located within the FPUA Service Area

Staff Analysis

Request for review of an application for a Zoning Atlas Map Amendment of two (2) parcels in the City of Fort Pierce, from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone.

The applicant is proposing to amend the Zoning Atlas Map from R-1, Single-Family Low Density Zone to OS-2, Conservation Open Space Zone for compliance with the Florida Communities Trust (FCT) grant award agreement. The applicant has a concurrent application to amend the Future Land Use of the subject properties from RL, Low Density Residential to CO, Conservation and Open Space. The requested rezoning and future land use amendments to conservation open space are to reflect the properties current use as a nature preserve. Per the Florida Communities Trust grant award agreement, the subject property shall be amended to conservation, outdoor recreation, open space or similar category.

Existing Conditions
Currently the land consists of a preserve with a St. Lucie County Environmental Resources office space.

Comprehensive Plan – Future Land Use Comparison

FLU COMPARISON - BECKER PRESERVE

FUTURE LAND USE COMPARISON

	ACRES	SQ.FT
SITE AREA	12.357	538,270.9

		RESIDENTIAL		COMMERCIAL	
	FLU	MAX DENSITY	MAX UNITS	FAR	MAX FLOORSPACE
EXISTING	LOW DENSITY RESIDENTIAL (RL)	6.5	80	0.0	0.0 SQ.FT
PROPOSED	CONSERVATION AND OPEN SPACE (CO)	0	0	0.25	0.0 SQ.FT
	INCREASE / (DECREASE)		(80)		0.0 SQ.FT

Note: SLC FAR Estimated based on lot coverage and building height restrictions

The subject property is designated as a City Future Land Use of Low Density Residential (RL). The Low Density Residential (RL) designation is intended for parcels that are best suited for lower density residential uses. The predominant development typology will consist of single family detached housing but can also contain duplexes and multifamily residences. Limited commercial uses intended to serve the neighborhood shall be allowed. Compatible public, quasi-public, and special uses including parks, churches, non-profit clubs, schools and daycare facilities shall also be allowed. This land use category ranges in density from one to six and one-half dwelling units per acre. This category combines the previously allowed Residential Suburban (RS), Residential Urban (RU) and Low Density Residential (RI) categories.

The subject property is classified with a City Zoning of R-1, Single-Family Low Density Zone. This classification is primarily intended to provide for areas of single-family dwellings with an average net density of less than four units per acre for conventional developments. Regulations for the district are designed to promote sound neighborhoods and accommodate compatible nonresidential uses. Water and sewer service should be available.

The proposed Future Land Use designation is CO, Conservation and Open Space. The Conservation and Open Space designation is intended to provide for the preservation, continued growth, and enhancement of the City's rich resource of conservation areas, parklands, environmentally sensitive areas, recreational areas and open spaces. The designation provides for natural, managed and cultivated open space, including, natural parks, woodlands, habitat, floodplains, areas with permanent open space easements, greenways, and recreational facilities. This category combines the previously General Open Space (Os), Recreational Open Space (Osr), and Conservation Open Space (Osc) categories. This designation allows a maximum FAR of 0.25.

The proposed Zoning classification is OS-2, Conservation Open Space Zone. The Conservation Open Space (OS-2) Zone is for areas containing important natural environmental features which pose severe limitations on their suitability for development. It is the intent of the zone to retain to open character of the zone wherever possible by limiting the uses primarily to conservation, low intensity recreation and other compatible uses. Due to the sensitive environmental character of areas in the district, many users are allowed as conditional uses.

Summary of Technical Review Committee
All affected departments have reviewed the proposed Zoning Atlas Map Amendment 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 Zoning Atlas Map Amendment.

Planning Board Recommendation:
The Planning Board unanimously recommended approval of the proposed Zoning Atlas Map Amendment, at their December 9th, 2024, meeting.

Staff Recommendation:
Staff recommends **APPROVAL** of the proposed Zoning Atlas Map Amendment to the City Commission.

Board of County Commissioners

Chris Dzadovsky
DISTRICT 1
Vice Chair

Larry Leet
DISTRICT 2

Linda Bartz
DISTRICT 3

Jamie Fowler
DISTRICT 4

Cathy Townsend
DISTRICT 5
Chair

Administration

George Landry
COUNTY ADMINISTRATOR

Dan McIntyre
COUNTY ATTORNEY

Richard E Becker Preserve Rezoning and Future Land Use Amendment to Conservation Open Space

Statement of Need:

The proposed rezoning and future land use amendment requests modification of two parcels, totaling 12.357 acres in size known as Richard E Becker Preserve, from residential to conservation open space to comply with the grant award agreement associated with the acquisitions. The subject proposals also accurately reflect current use of the subject parcels as a nature preserve. The subject parcels were purchased through a partnership under the Florida Communities Trust Program and the St. Lucie County Environmentally Significant Lands Bond Program for perpetual preservation of the natural resources onsite, as well as providing passive recreational opportunities to the public. As such, special management condition one of the grant award agreement states the parcels shall be rezoned and future land use amended to conservation, outdoor recreation, open space, or other similar category. The subject parcels are currently managed under the St. Lucie County Environmental Lands Program for preservation and/or restoration of the natural communities onsite as well as passive recreational such as covered picnic areas, canoe/kayak launch and facilities, nature trails and primitive camp sites. In addition to compliance with the grant award agreement, modification of the future land use and zoning designations to conservation open space will also aid in further protection of the floodplain by ensuring no additional development impacts while providing recreational opportunities to the public.

Environmental Resources Department

2300 Virginia Avenue | Fort Pierce, FL 34982 (772-462-2526 Environmentalresources@stlucieco.org www.stlucieco.gov

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved -- 10/2/2024, 7:25 AM

Property Identification

Site Address: 3398 SELVITZ RD
Sec/Town/Range: 29/35S/40E
Parcel ID: 2429-321-0003-000-0
Jurisdiction: Fort Pierce

Use Type: 0100
Account #: 32649
Map ID: 24/29S
Zoning: SF Low Den

Ownership

St Lucie County
2300 Virginia AVE
Fort Pierce, FL 34982-5632

Legal Description

29 35 40 THAT PART OF NW 1/4 AND THAT PART OF N 1/2 OF NW 1/4 OF SW 1/4 LYG S AND W OF 10 MILE CREEK-LESS CANAL R/W- (10.39 AC)(OR 3316-2019)

Current Values

Just/Market Value:	$767,500
Assessed Value:	$631,966
Exemptions:	$631,966
Taxable Value:	$0

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):	2,687
Gross Sketched Area (SF):	4,722
Land Size (acres):	10.39
Land Size (SF):	452,588.4

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 12, 2011	3316 / 2019	0318	WD	Becker B-14 Grove Ltd	$660,000
Jul 31, 2009	3113 / 0745	0311	WD	Becker Holding Properties	$750,000
Jun 8, 2006	2590 / 1400	XX02	SPWD	Becker Indian River Properties	$100
Feb 1, 1985	0455 / 1910	XX01	CV		$0
Jul 1, 1984	0439 / 0682	XX02	CV		$200,000

Building Information (1 of 2)

Finished Area: 2,687 SF

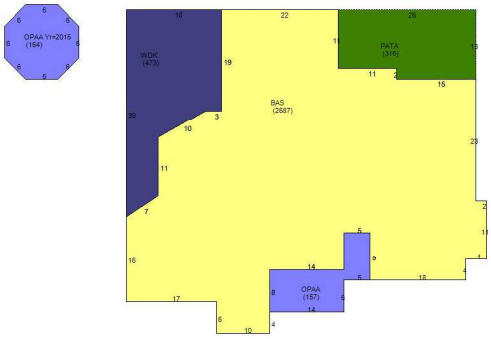
Gross Sketched Area: 3,797 SF

Exterior Data

View:	Roof Cover: Metal	Roof Structure: Hip
Building Type: SFAV	Year Built: 1976	Frame:
Grade: SFAV-High	Effective Year: 1976	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 1	Secondary Wall:

Interior Data

Bedrooms: 4	Electric: AVERAGE	Primary Int Wall:
Full Baths: 2	Heat Type: FrcdHotAir	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel: ELEC	Primary Floors: Carpet
A/C %: 100%	Heated %: 100%	Sprinkled %: N/A%



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
BAS	BASE AREA	2687	2687	270
OPAA	Open Porch Attached Average	321	0	115
PATA	Patio Average (Plain Slab)	316	0	78
WDK	WOOD DECK	473	0	108

Building Information (2 of 2)

Finished Area: 0 SF

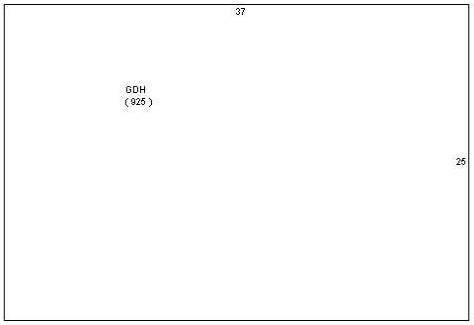
Gross Sketched Area: 925 SF

Exterior Data

View:	Roof Cover: Metal	Roof Structure: Gable
Building Type: DGAR	Year Built: 1995	Frame:
Grade: DG	Effective Year: 1995	Primary Wall: CB Stucco
Story Height: 1 Story	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: %	Sprinkled %: %



Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter
GDH	Garage Detached High	925	0	124

Special Features and Yard Items

Type	Qty	Units	Year Blt
Fen WoodSB 6'	1	350	2016

Current Year Values

Current Values Breakdown

Building and SFYI:	$226,600
Land:	$540,900
Just/Market:	$767,500
Ag Credit:	$0
Save Our Homes or 10% Cap:	$135,534
Assessed:	$631,966
Exemption(s):	$631,966
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2024	2012	8500	St Lucie County	$631,966

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	10.39	North St. Lucie Water Management District	$0.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2024	$767,500	$631,966	$631,966	$0
2023	$710,500	$574,515	$574,515	$0
2022	$603,000	$522,287	$522,287	$0
2021	$539,400	$474,807	$474,807	$0

Permits

Number	Issue Date	Description	Amount	Fee
C22-120677	Jan 28, 2003	Alterations/Remodeling	$30,000	$531
BP12-2283	Dec 12, 2012	Air Conditioning Only	$6,685	$155
BP12-2356	Dec 13, 2012	Electric	$500	$104
BP14-1679	Sep 26, 2014	Deck	$10,800	$113
BP15-1493	Oct 9, 2015	Alterations/Remodeling	$35,000	$374
C1508-0127	Jan 4, 2016	Alterations/Remodeling	$0	$0
BP16-0605	Mar 18, 2016	Fence	$10,297	$0
BP-16-0718	Jun 7, 2016	Alterations/Remodeling	$10,000	$0
BP16-0718	Jun 7, 2016	Alterations/Remodeling	$10,000	$0
BP21-2421	Apr 27, 2021		$2,477	$0

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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Property Identification

Site Address: SELVITZ RD
Sec/Town/Range: 30/35S/40E
Parcel ID: 2430-411-0001-000-6
Jurisdiction: Fort Pierce

Use Type: 9900
Account #: 32831
Map ID: 24/30S
Zoning: SF Low Den

Ownership

St Lucie County
2300 Virginia AVE
Fort Pierce, FL 34982-5632

Legal Description

30 35 40 THAT PART OF SEC LYG INSE 1/4 OF SE 1/4 OF NE 1/4 AND NE 1/4 OF SE 1/4 LYG E OF SELVITZ RD, SLY OF 10 MILE CREEK AND W OF CANAL #100 (3.05 AC) (OR 3316-2019)

Current Values

Just/Market Value:	$185,200
Assessed Value:	$85,547
Exemptions:	$85,547
Taxable Value:	$0

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):	3.05
Land Size (SF):	132,858

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	150	160

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Aug 12, 2011	3316 / 2019	0318	WD	Becker B-14 Grove Ltd	$660,000
Jul 31, 2009	3113 / 0745	0330	WD	Becker Holding Properties	$750,000
Jun 8, 2006	2590 / 1400	XX02	SPWD	Becker Indian River Properties	$100
Feb 1, 1985	0455 / 1910	XX01	CV		$0
Jul 1, 1984	0439 / 0682	XX02	CV		$200,000

Building Information (1 of 1)

Finished Area: 0 SF

Gross Sketched Area: 0 SF

Exterior Data

View:	Roof Cover:	Roof Structure:
Building Type:	Year Built: N/A	Frame:
Grade:	Effective Year: N/A	Primary Wall:

Story Height:	No. Units: 0	Secondary Wall:

Interior Data

Bedrooms: 0	Electric:	Primary Int Wall:
Full Baths: 0	Heat Type:	Avg Hgt/Floor: 0
Half Baths: 0	Heat Fuel:	Primary Floors:
A/C %: 0%	Heated %: N/A%	Sprinkled %: 0%

Image or Sketch unavailable for display

Sketch Area Legend

Sub Area	Description	Area	Fin. Area	Perimeter

Special Features and Yard Items

Type	Qty	Units	Year Blt

Current Year Values

Current Values Breakdown

Building and SFYI:	$0
Land:	$185,200
Just/Market:	$185,200
Ag Credit:	$0
Save Our Homes or 10% Cap:	$99,653
Assessed:	$85,547
Exemption(s):	$85,547
Taxable:	$0

Current Year Exemption Value Breakdown

Tax Year	Grant Year	Code	Description	Amount
2024	2012	8500	St Lucie County	$85,547

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2013	0054	3.05	North St. Lucie Water Management District	$0.00

This does not necessarily represent the total Special Assessements that could be charged against this property. The total amount charged for special assessments is reflected on the most current tax statement and information is available with the SLC Tax Collector's Office.

Historical Values

Year	Just/Market	Assessed	Exemptions	Taxable
2024	$185,200	$85,547	$85,547	$0

2023	$168,400	$77,770	$77,770	$0
2022	$141,400	$70,700	$70,700	$0
2021	$87,800	$64,273	$64,273	$0

Permits

Number	Issue Date	Description	Amount	Fee

Notice: This does not necessarily represent all the permits for this property.
Click the following link to check for additional permit data in Fort Pierce

All information is believed to be correct at this time, but is subject to change and is provided without any warranty.
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LEGAL DESCRIPTION

That part of the Northwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

NOTES:

1) Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.
2) Description shown hereon provided by the client and/or their agent.
3) The last date of field work was June 14, 2011.
4) Overall parcel contains 12.357 Acres, more or less.
5) Lands shown hereon were not abstracted by this office for right-of-ways, Reservations, Agreements, and/or Easements of Record. Such information should be obtained and confirmed by others through appropriate title verification.
6) Bearings shown hereon are relative to the West right-of-way line of Canal No. 100 having a bearing of N01°18'08"E.
7) Elevations shown hereon are based on St. Lucie County Benchmark "Donna", having a published elevation of 14.031 feet and referenced to the North American Vertical Datum of 1988 (NAVD 1988).
8) Underground utilities, utility services, foundations and improvements were not located as a part of this survey.
9) Said described property is located within an area having a Flood Zone Designation "X", and "AE", on Flood Rate Map No.12111C0188 F with a date of identification of August 19, 1991, in St. Lucie County, State of Florida, which is the current Flood Insurance Rate Map for the community in which said premises is situated.
10) Additions or deletions to survey maps or reports by other than the signing party or parties is prohibited without written consent of the signing party or parties.
11) Right-of-way information for Selvitz Road (S-611-B) taken from Florida Department of Transportion Map No. Section 94631-2605.
12) Chicago Title Insurance Company Commitment Order Number 08-1077 dated January 03, 2011 @ 8:00 AM, was incorporated into this survey.
13) The Mean High Water Elevation as shown hereon was established by extending the elevation shown at Mean High Water Interpolation Point No. 915. The horizontal location of the mean high water was determined by using conventional surveying methods. This mean high water survey complies with Chapter 117, Part II, Florida Statues.

Exceptions:
1-4. Not a survey matter.

5) Easements granted to Florida Power and Light Company as recorded in Official Records Book 226, Page 1254, and Official Records Book 237, Page 2800, of the Public Records of St. Lucie County, Florida. Affects subject property, shown hereon. Unable to draw with directions and distances called for in description. Easement depicted hereon using controlling calls for right-of-way lines.

6) Provisions unto the City of Fort Pierce to maintain electric transmission and distribution lines as recorded in Deed Book 133, Page 287, of the Public Records of St. Lucie County, Florida. Affects subject property as to Section 30, not plottable.

7) Annexation Agreement to the Fort Pierce Utilities Authority as recorded in Official Records Book 912, Page 2117, of the Public Records of St. Lucie County, Florida. Affects subject property, not plottable.

8) Terms, Covenants, Conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s). Not a survey matter.

9) Riparian and littoral rights are neither guaranteed nor insured. Not a survey matter.

10) Any claim to any portion of the land described in Schedule A which lies below the mean high water line of Ten Mile Creek and other adjacent waters, if any. Not a survey matter.

11) Title to the present or former beds or bottoms of lakes, rivers or other bodies of water located on or within the land described herein. Not a survey matter.

12) Right-of-Ways for North St. Lucie River Water Management District Canal No. 100. Affects subject property, shown hereon.

13) Title to or any interest in personal property is neither guaranteed nor insured hereby. Not a survey matter

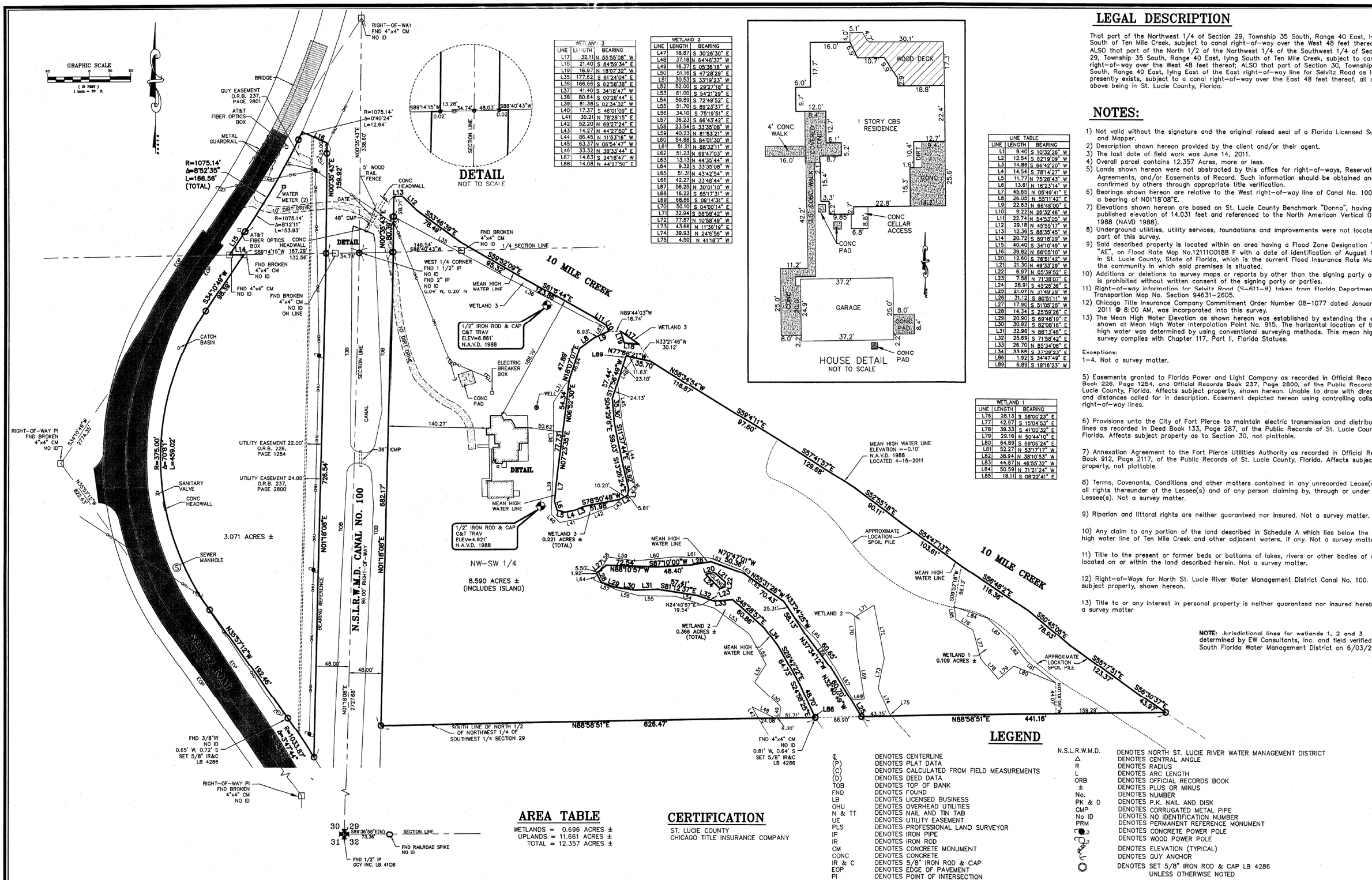
NOTE: Juriedictional linee for wetlands 1, 2 and 3 determined by EW Consultants, Inc. and field verified by South Florida Water Management District on 6/03/2011.

WETLAND 3		
LINE	LENGTH	BEARING
L17	32.11	N 55°55'08" W
L18	21.40	S 84°59'34" E
L19	16.97	N 18°07'32" W
L35	177.62	S 61°24'04" E
L36	166.66	S 62°58'38" E
L37	41.40	S 34°18'47" W
L38	80.64	S 00°28'44" E
L39	81.38	S 02°34'32" W
L40	17.37	S 46°01'09" E
L41	30.21	N 78°28'15" E
L42	52.20	N 69°27'24" E
L43	14.27	N 44°27'50" E
L44	86.45	N 11°53'16" W
L45	63.37	N 06°54'47" W
L46	33.32	N 38°33'44" E
L87	14.63	S 34°18'47" W
L88	14.08	N 44°27'50" E

WETLAND 2		
LINE	LENGTH	BEARING
L47	18.87	S 30°26'30" E
L48	37.18	N 64°46'37" W
L49	16.37	S 05°36'16" W
L50	51.16	S 47°28'29" E
L51	30.53	S 33°19'23" W
L52	52.00	S 29°27'18" E
L53	61.00	S 54°21'29" E
L54	59.89	S 72°49'52" E
L55	51.70	S 89°23'37" E
L56	34.10	S 75°19'51" E
L57	36.23	S 66°43'42" E
L58	23.54	S 33°35'08" W
L59	40.33	N 81°53'21" W
L60	54.88	S 84°01'30" W
L61	51.21	N 88°32'11" W
L62	51.23	N 69°47'03" W
L63	13.13	N 44°35'44" W
L64	9.32	S 33°35'08" W
L65	51.31	N 43°42'54" W
L66	42.27	N 33°48'44" W
L67	56.25	N 30°01'10" W
L68	16.22	S 85°17'31" W
L69	68.86	S 09°14'31" E
L70	50.10	S 04°00'14" E
L71	32.94	S 58°58'42" W
L72	77.87	N 10°58'49" W
L73	43.66	N 11°36'19" E
L74	39.93	N 24°5'56" W
L75	4.50	N 41°18'7" W

LINE TABLE		
LINE	LENGTH	BEARING
L1	9.40	S 10°32'26" W
L2	12.54	S 62°19'09" W
L3	14.86	S 66°42'20" W
L4	14.54	S 78°14'27" W
L5	11.77	N 75°28'43" W
L6	13.61	N 16°23'14" W
L7	45.65	N 05°49'41" E
L8	26.05	N 55°11'42" E
L9	22.63	N 66°46'00" E
L10	9.22	N 26°32'46" W
L11	22.74	N 54°53'05" W
L12	29.18	N 45°55'17" W
L13	12.36	S 88°35'45" W
L14	20.72	S 89°18'29" W
L15	40.40	S 34°10'49" W
L16	39.82	N 66°05'10" W
L20	12.60	S 76°51'42" W
L21	21.30	N 49°33'29" W
L22	6.97	N 05°39'52" E
L23	7.58	N 71°38'07" E
L24	28.91	S 45°28'36" E
L25	21.07	N 31°49'28" W
L26	31.12	S 80°51'11" W
L27	17.90	S 51°05'25" W
L28	14.34	S 25°59'26" E
L29	20.90	S 69°48'19" E
L30	30.92	S 82°08'16" E
L31	32.96	N 88°13'48" E
L32	25.69	S 71°58'42" E
L33	26.70	N 85°34'08" E
L34	33.65	S 37°29'23" E
L86	1.92	S 34°47'49" E
L89	6.89	S 19°16'23" W

WETLAND 1		
LINE	LENGTH	BEARING
L76	28.13	S 58°00'23" E
L77	42.97	S 15°04'53" E
L78	39.33	S 41°00'30" E
L79	29.16	N 50°44'10" E
L80	64.89	S 69°06'24" E
L81	52.27	N 53°17'17" W
L82	38.94	N 38°10'53" W
L83	44.87	N 46°55'32" W
L84	50.59	N 71°21'24" W
L85	18.11	S 08°22'41" E



AREA TABLE

WETLANDS = 0.696 ACRES ±
UPLANDS = 11.661 ACRES ±
TOTAL = 12.357 ACRES ±

CERTIFICATION

ST. LUCIE COUNTY
CHICAGO TITLE INSURANCE COMPANY

LEGEND

℄	DENOTES CENTERLINE
(P)	DENOTES PLAT DATA
(C)	DENOTES CALCULATED FROM FIELD MEASUREMENTS
(D)	DENOTES DEED DATA
TOB	DENOTES TOP OF BANK
FND	DENOTES FOUND
LB	DENOTES LICENSED BUSINESS
OHU	DENOTES OVERHEAD UTILITIES
N & TT	DENOTES NAIL AND TIN TAB
UE	DENOTES UTILITY EASEMENT
PLS	DENOTES PROFESSIONAL LAND SURVEYOR
IP	DENOTES IRON PIPE
IR	DENOTES IRON ROD
CM	DENOTES CONCRETE MONUMENT
CONC	DENOTES CONCRETE
IR & C	DENOTES 5/8" IRON ROD & CAP
EOP	DENOTES EDGE OF PAVEMENT
PI	DENOTES POINT OF INTERSECTION
N.S.L.R.W.M.D.	DENOTES NORTH ST. LUCIE RIVER WATER MANAGEMENT DISTRICT
Δ	DENOTES CENTRAL ANGLE
R	DENOTES RADIUS
L	DENOTES ARC LENGTH
ORB	DENOTES OFFICIAL RECORDS BOOK
±	DENOTES PLUS OR MINUS
No.	DENOTES NUMBER
PK & D	DENOTES P.K. NAIL AND DISK
CMP	DENOTES CORRUGATED METAL PIPE
No ID	DENOTES NO IDENTIFICATION NUMBER
PRM	DENOTES PERMANENT REFERENCE MONUMENT
	DENOTES CONCRETE POWER POLE
	DENOTES WOOD POWER POLE
	DENOTES ELEVATION (TYPICAL)
	DENOTES GUY ANCHOR
	DENOTES SET 5/8" IRON ROD & CAP LB 4286 UNLESS OTHERWISE NOTED

MICHAEL T. KOLODZIEJCZYK, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 3864
SIGNATURE 6/27/2011 DATE

COMPUTER FILE REF.	FIELD BK./PG.
11-103rmap.dwg	

CULPEPPER & TERPENING, INC
CONSULTING ENGINEERS | LAND SURVEYORS
2980 SOUTH 25th STREET
FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 FAX 772-464-9497
www.ct-eng.com
STATE OF FLORIDA CERTIFICATION No. LB 4286

- REVISIONS -	BY	DATE

	BY	DATE
FIELD	GA	4-15-11
CALCS.		
DRAWN	GLM	5-17-11
DETAILED		
CHECKED	SB	5-19-11
APPROVED		

BOUNDARY & MEAN HIGH WATER LINE SURVEY OF BECKER PARCEL PREPARED FOR ST. LUCIE COUNTY

DATE: 5-17-2011
HORIZ. SCALE: 1"=60'
VERT. SCALE: N\A
JOB No. 11-103
SHEET 1 OF 1

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North	single family residential	RU, residential urban	R-1, single family low density & RS-3
South	Boy Scout Camp	RL, low density residential	R-1, single family low density residential
East	single family residential	RU, residential urban	RS-3, residential single family
West	single family residential	RU, residential urban	PD, planned development

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current	RU	residential urban	4 units per acre (49 units)	12.357	AE & X
****Proposed**	COS	conservation open space	n/a	12.357	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 49 du x 2.6 = 127.4 persons x 100 gpd = 12,740 maximum allowed
Current Zoning/FLU	Total gallons per day currently 1 single family residence (1 du x 2.6 x 100 gpd) = 260
**Proposed Zoning/FLU	Total gallons per day n/a (proposing to down zone to conservation open space)
**Change in Demand	Total gallons per day n/a (down zoning)

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 49 du x 2.6 = 127.4 persons x 100 gpd = 12,740 maximum allowed
Current Zoning/FLU	Total gallons per day 1 du x 2.6 = 2.6 persons x 100 gpd = 260
**Proposed Zoning/FLU	Total gallons per day n/a (proposing to down zone to conservation open space)
**Change in Demand	Total gallons per day n/a (down zoning)

C. Parks and Recreation (Residential Classifications Only): n/a (down zoning to COS)
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Urban District	5 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Community	2.5 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space
Neighborhood	1.36 acres per 1,000 people	n/a	n/a	not applicable. down zoning to conservation open space

D. Public Schools (Residential Classifications Only): n/a (down zoning to COS)
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name	n/a	n/a
City	n/a	n/a
Distance	n/a	n/a
Current Zoning/FLU Enrollment Demand	n/a	n/a
****Proposed Zoning/FLU Enrollment Demand**	n/a	n/a
****Change in Demand**	n/a	n/a

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	R-1/RU
****Proposed Zoning/FLU**	OS/COS
***Change in Demand**	reduction to non-residential open space

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	Not applicable. The proposed rezoning and future land use amendment to conservation open space are not anticipated to have any stormwater impacts as no site improvements are proposed. The site will be maintained as conservation open space and will aide in providing natural storage for the region.

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU	RS-1/RU	
****Proposed Zoning/FLU**	OS/COS	
***Change in Demand**	Trips	Trips
Impact to Capacity	n/a. down zoning to conservation open space from residential	

IV. Project Description

PHASING				
Is this project (phase) part of a larger project?		Yes	✔	No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.				
Total Project: Residential Units:	Single Family:		Multifamily:	
Non-residential (square footage):				
Mixed-use (describe use):				
(If this is a single phase project, name it Phase I – Total)				

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated.[☐ Yes ☑ No

B. 1. Does this application involve demolition or re-use of any structure(s)? ☐ Yes ☑ No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? ☐ Yes ☑ No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: requesting exemption of some submittal requirements not applicable to the

** Complete section if requesting a change in zoning, future land use, or expanding

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

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CAPACITY ANALYSIS

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Impact to Capacity	n/a. down zoning to conservation open space from residential	

IV. Project Description

PHASING			
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Total Project: Residential Units:	Single Family:	Multifamily:	
Non-residential (square footage):			
Mixed-use (describe use):			
(If this is a single phase project, name it Phase I – Total)			

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If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested: requesting exemption of some submittal requirements not applicable to the

** Complete section if requesting a change in zoning, future land use, or expanding

JOSEPH E. SMITH, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 3619667 OR BOOK 3316 PAGE 2019, Recorded 08/17/2011 at 04:30 PM
Doc Tax: $4620.00

This Instrument Prepared By:
GEORGE G. COLLINS, JR., ESQ.
Collins, Brown, Caldwell, Barkett & Garavaglia Chartered
756 Beachland Boulevard
Vero Beach, Florida 32963
Consideration: $660,000.00

WARRANTY DEED

COPY

THIS INDENTURE, made this 12th day of August, A.D. 2011, between BECKER B-14 GROVE, LTD., a Florida limited partnership, of the County of Indian River in the State of Florida, Grantor, whose address is 3150 Cardinal Drive, Vero Beach, Florida 32963, and ST. LUCIE COUNTY, a political subdivision of the State of Florida, whose post office address is 2300 Virginia Avenue, Fort Pierce, Florida 34982, Grantee,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten Dollars 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 successors and assigns forever, the following described land situate, lying and being in St. Lucie County, Florida, to-wit:

Property Appraiser's Parcel Identification Number: 2429-321-0003-000/0
2430-411-0001-000/6

COPY

See Exhibit "A" attached hereto and by this reference made a part hereof.

By acceptance of this warranty deed, the Grantee hereby agrees that the use of the Property described herein shall be subject to the covenants and restrictions as set forth in the Declaration of Restrictive Covenants attached hereto as Exhibit "B," and recorded in the Public Records of St. Lucie County, Florida. These covenants and restrictions shall run with the Property herein described. If any term or condition of the Declaration of Restrictive Covenants is violated by the Grantee or by some third party with the knowledge of the Grantee and the Grantee does not correct the violation pursuant to the Declaration of Restrictive Covenants, fee simple title to all interest in the Project Site shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida in accordance with Chapter 380, Part III, Florida Statutes.

This conveyance is subject to the Permitted Exceptions set forth in Exhibit "C" attached hereto, easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

COPY

AND the said Grantor does hereby fully warrant the title to said land, and will defend the

same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantor has hereunto set grantor's hand and seal, the day and year first above written.

Signed, sealed and delivered in the presence of:

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BECKER B-14 GROVE, LTD., A Florida limited partnership
By: Becker Sisters Management, LLC
Its: General Partner

BY: _____
Thomas W. Hurley, Manager

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BY: _____
Richard E. Hurley, Manager

SIGNATURE OF FIRST WITNESS)

Printed Name of First Witness

(SIGNATURE OF SECOND WITNESS)

Printed Name of Second Witness

BY: _____
R. Scott Hurley, Manager

COPY

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by THOMAS W. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by RICHARD E. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

STATE OF FLORIDA
COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 12th day of August 2011, by R. SCOTT. HURLEY, as a Manager of Becker Sisters Management, LLC, a Florida limited liability company, the General Partner of Becker B-14 Grove, Ltd., a Florida limited partnership. He is personally known to me or who has produced _____ as identification.

(NOTARY PUBLIC)
SEAL

BARBARA A. BEATTY
MY COMMISSION # DD 843332
EXPIRES: March 21, 2013
Bonded Thru Notary Public Underwriters

Barbara C. Beatty
(SIGNATURE OF NOTARY PUBLIC)
Barbara A Beatty
(PRINTED, TYPED OR STAMPED NAME OF NOTARY PUBLIC)

COPY

Exhibit A

That part of the Northwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of the North 1/2 of the Northwest 1/4 of the Southwest 1/4 of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

Parcel Identification Number: 2429-321-0003-000/0

and

Parcel Identification Number: 2430-411-0001-000/6

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This document prepared by:
Kristen L. Coons, Esquire
Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399

FLORIDA COMMUNITIES TRUST
FF8 AWARD #08-057-FF8
FCT Contract # 11-CT-D1-08-F8-J1-057
BECKER PRESERVE

DECLARATION OF RESTRICTIVE COVENANTS

THIS AGREEMENT is entered into by and between the **FLORIDA COMMUNITIES TRUST** ("FCT"), a nonregulatory agency within the State of Florida Department of Community Affairs, and **ST. LUCIE COUNTY**, a local government of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds, as described in Exhibit "A" attached hereto and made a part hereof ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") that will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature, to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the Bonds is excluded from the gross income of bondholders for federal income tax purposes;

COPY

WHEREAS, Rule 9K-7.009(1), Florida Administrative Code ("F.A.C."), authorizes FCT to impose conditions for funding on those FCT applicants whose projects have been selected for funding;

WHEREAS, FCT has approved the terms under which the Project Site was acquired and the deed whereby the Recipient acquired title to the Project Site. The deed shall contain such covenants and restrictions as are sufficient to ensure that the use of the Project Site at all times complies with Section 375.051, Florida Statutes and Section 9, Article XII of the State Constitution and it shall contain clauses providing for the conveyance of title to the Project Site to the Board of Trustees of the Internal Improvement Trust Fund ("Trustees") upon the failure of the Recipient to use the Project Site acquired thereby for such purposes; and

WHEREAS, the purpose of this Agreement is to set forth the covenants and restrictions that are imposed on the Project Site subsequent to disbursing FCT Florida Forever funds to the Recipient for Project Costs.

NOW THEREFORE, in consideration of the mutual covenants and undertakings set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, FCT and the Recipient do hereby contract and agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon execution by both parties. The covenants and restrictions contained herein shall run with the Project Site and shall bind, and the benefit shall inure to, FCT and the Recipient and their respective successors and assigns.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. RECORDING AND APPROVAL OF DECLARATION OF RESTRICTIVE COVENANTS

1. Upon execution by the parties hereto, the Recipient shall cause this Agreement to be recorded and filed in the official public records of **St. Lucie County, Florida**, and in such manner and in such other places as FCT may reasonably request. The Recipient shall pay all fees and charges incurred in connection therewith.

2. The Recipient and FCT agree that the State of Florida Department of Environmental

COPY

Protection shall forward this Agreement to the Department of Environmental Protection Bond Counsel for review. In the event Bond Counsel opines that an amendment is required to this Agreement so that the tax-exempt status of the Florida Forever Bonds is not jeopardized, FCT and the Recipient shall amend the Agreement accordingly.

IV. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to the addresses specified below. Any such notice shall be deemed received on the date of delivery if by personal delivery or upon actual receipt if sent by registered mail.

FCT: Florida Communities Trust
Department of Community Affairs
2555 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
ATTN: Program Manager

Recipient: St. Lucie County
2300 Virginia Avenue
Fort Pierce, FL 34982
ATTN: County Attorney

2. In the event that a different representative or address is designated for paragraph 1. above after execution of this Agreement, notice of the change shall be rendered to FCT as provided in paragraph 1. above.

V. PROJECT SITE TITLE REQUIREMENTS IMPOSED BY CHAPTER 259, CHAPTER 375 AND CHAPTER 380, PART III, FLA. STAT.

1. Any transfer of the Project Site shall be subject to the approval of FCT and FCT shall enter into a new agreement with the transferee containing such covenants, clauses or other restrictions as are sufficient to protect the interest of the State of Florida.

2. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

3. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

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4. In the event that the Project Site is damaged or destroyed or title to the Project Site, or any part thereof, is taken by any governmental body through the exercise or the threat of the exercise of the power of eminent domain, the Recipient shall deposit with FCT any insurance proceeds or any condemnation award and shall promptly commence to rebuild, replace, repair or restore the Project Site in such manner as is consistent with the Agreement. FCT shall make any such insurance proceeds or condemnation award moneys available to provide funds for such restoration work. In the event that the Recipient fails to commence or to complete the rebuilding, repair, replacement or restoration of the Project Site after notice from FCT, FCT shall have the right, in addition to any other remedies at law or in equity, to repair, restore, rebuild or replace the Project Site so as to prevent the occurrence of a default hereunder.

Notwithstanding any of the foregoing, FCT shall have the right to seek specific performance of any of the covenants and restrictions of this Agreement concerning the construction and operation of the Project Site.

VI. MANAGEMENT OF PROJECT SITE

1. The Project Site shall be managed only for the conservation, protection and enhancement of natural and historical resources and for compatible passive, natural resource-based public outdoor recreation, along with other related uses necessary for the accomplishment of this purpose. The proposed uses for the Project Site are specifically designated in the Management Plan approved by FCT.

2. The Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient.

3. The Recipient shall ensure, and provide evidence thereof to FCT, that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the adopted and approved comprehensive plan for the jurisdiction, as applicable. Evidence shall be provided to FCT that all required licenses and permits have been obtained prior to the commencement of any construction.

4. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

5. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

6. All buildings, structures, improvements and signs shall require the prior written

COPY

approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld by FCT upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. If archaeological and historic sites are located on the Project Site, the Recipient shall comply with Chapter 267, Fla. Stat. The collection of artifacts from the Project Site or the disturbance of archaeological and historic sites on the Project Site shall be prohibited unless prior written authorization has been obtained from the Department of State, Division of Historical Resources.

8. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VII. SPECIAL MANAGEMENT CONDITIONS

The Management Plan for the project site is mentioned throughout this Agreement, and is particularly described in Section IV. above. In addition to the various conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by the FCT staff during the site visit described in Rule 9K-7.009(1), F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and St. Lucie County.

3. At least three recreational facilities including a picnic pavilion, canoe/kayak dock, and wildlife observation platform shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

5. A nature trail of at least ¼ mile shall be provided on the project site.

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6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

7. The project shall construct a canoe/kayak dock to provide access to Ten Mile Creek.

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

11. The floodplain swamp and floodplain forest natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Water Management District.

17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known

COPY

archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

18. The development and management of the project site shall be coordinated with the agencies managing conservation lands along Ten Mile Creek and the North Fork of the St. Lucie River, to ensure the project site is protected and managed as part of an ecological corridor.

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VIII. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to a governmental agency or a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

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f. a management contract for the Project Site with a non-governmental person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph III.1. above, at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

IX. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all

COPY

sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and

COPY

Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

X. DEFAULT; REMEDIES; TERMINATION

1. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

XI. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall

COPY

be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 lease 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement including Exhibit "A" embodies the entire agreement between the parties.

COPY

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

Witness:

Print Name: Stephanie Bush

Print Name: Janet L. Causi

ST. LUCIE COUNTY, a local government of the State of Florida

By: _____
Chris Craft, Chairman

Date: August 2, 2011

Approved as to Form and Legality:

By: _____
Heather Young, Assistant County Attorney

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me this 2nd day of August, 2011, by Chris Craft on behalf of the Local Government, and who is personally known to me.

JoAnn Marie Riley
MY COMMISSION EXPIRES
December 4, 2012
#DD 832769
Bonded thru
Troy Fain-Insurance
NOTARY PUBLIC, STATE OF FLORIDA

JoAnn Marie Riley
Notary Public
Print Name: _____
Commission No. _____
My Commission Expires: _____

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Witness:

Print Name: Miriam Snipes

Print Name: John Sorey

FLORIDA COMMUNITIES TRUST

By: Ken Reecy

Ken Reecy, Acting Administrator
Florida Communities Trust

Date: 8-8-11

Approved as to Form and Legality:

By:
Kristen L. Coons, Trust Counsel

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 8th day of Aug., 2011, by **Ken Reecy**, Acting Administrator, Florida Communities Trust, who is personally known to me.

MIRIAM SNIPES
MY COMMISSION # DD 989658
EXPIRES: September 7, 2014
Bonded Thru Notary Public Underwriters

Notary Public
Print Name:
Commission No.
My Commission Expires:

COPY

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EXHIBIT "A"

That part of the Northwest ¼ of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; AND ALSO that part of the North ½ of the Northwest ¼ of the Southwest ¼ of Section 29, Township 35 South, Range 40 East, lying South of Ten Mile Creek, subject to canal right-of-way over the West 48 feet thereof; AND ALSO that part of Section 30, Township 35 South, Range 40 East, lying East of the East right-of-way line for Selvitz Road as it presently exists, subject to a canal right-of-way over the East 48 feet thereof, all of the above being in St. Lucie County, Florida.

END OF LEGAL DESCRIPTION

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Exhibit "C"
Permitted Exceptions

1. The lien of all taxes or special assessments for the year 2011 and thereafter, which are not yet due and payable.

2. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land conveyed, including submerged, filled and artificially exposed lands, and lands accreted to such lands.

3. Easements granted to Florida Power and Light Company as recorded in Official Records Book 226, Page 1254, and Official Records Book 237, Page 2800, of the Public Records of St. Lucie County, Florida.

4. Provisions unto the City of Fort Pierce to maintain electric transmission and distribution lines as recorded in Deed Book 133, Page 287, of the Public Records of St. Lucie County, Florida.

5. Annexation Agreement to the Fort Pierce Utilities Authority as recorded in Official Records Book 912, Page 2117, of the Public Records of St. Lucie County, Florida.

6. Terms, Covenants, Conditions and other matters contained in any unrecorded Lease(s) and all rights thereunder of the Lessee(s) and of any person claiming by, through or under the Lessee(s).

7. Riparian and littoral rights are neither guaranteed nor insured.

8. Any claim to any portion of the land described in Exhibit "A" which lies below the mean high water line of Ten Mile Creek and other adjacent waters, if any.

9. Title to the present or former beds or bottoms of lakes, rivers or other bodies of water located on or within the land described in Exhibit "A."

10. Right-of-Ways for North St. Lucie Water Management District Canal No. 100.

11. Title to or any interest in personal property is neither guaranteed nor insured.

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C10-11-630

FCT Contract Number 11 -CT- D1-08-F8-A1-057
FLORIDA COMMUNITIES TRUST
08-057-FF8
BECKER PRESERVE
CSFA # 52002

GRANT CONTRACT

THIS AGREEMENT is entered into by and between the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the State of Florida Department of Community Affairs, and ST. LUCIE COUNTY, a political subdivision of the State of Florida ("Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING FACTS:

WHEREAS, the intent of this Agreement is to impose terms and conditions on the use of the proceeds of certain bonds, hereinafter described, and the lands acquired with such proceeds ("Project Site"), that are necessary to ensure compliance with applicable Florida law and federal income tax law and to otherwise implement the provisions of Sections 259.105, 259.1051 and Chapter 380, Part III, Florida Statutes;

WHEREAS, Chapter 380, Part III, Fla. Stat., the Florida Communities Trust Act, creates a non-regulatory agency within the Department of Community Affairs ("Department") which will assist local governments in bringing into compliance and implementing the conservation, recreation and open space, and coastal elements of their comprehensive plans or in conserving natural resources and resolving land use conflicts by providing financial assistance to local governments and nonprofit environmental organizations to carry out projects and activities authorized by the Florida Communities Trust Act;

WHEREAS, FCT is funded through either Section 259.105(3)(c), Fla. Stat. of the Florida Forever Act, which provides for the distribution of twenty-two percent (22%), less certain reductions, of the net Florida Forever Revenue Bond proceeds to the Department, or any other revenue source designated by the Florida Legislature to provide land acquisition grants to local governments and nonprofit environmental organizations for the acquisition of community-based projects, urban open spaces, parks and greenways to implement local comprehensive plans;

WHEREAS, the Florida Forever Revenue Bonds are issued as tax-exempt bonds, meaning the interest on the bonds is excluded from the gross income of bondholders for federal income tax purposes;

WHEREAS, Rule 9K-7, Florida Administrative Code ("F.A.C.") sets forth the procedures for the evaluation and selection of lands proposed for acquisition and Rule 9K-8, F.A.C. sets forth the acquisition procedures;

WHEREAS, on September 4, 2008 the FCT Governing Board scored, ranked and selected projects to receive approval for funding;

WHEREAS, the Recipient's project, described in an application submitted for evaluation, was selected for funding in accordance with Rule 9K-7, F.A.C., and by executing this Agreement the Recipient reaffirms the representations made in its application;

WHEREAS, Rule 9K-7.009, F.A.C. authorizes FCT to impose conditions for funding on those FCT applicants whose projects are selected for funding; and

WHEREAS, the purpose of this Agreement is to set forth the conditions that must be satisfied by the Recipient prior to the disbursement of any FCT Florida Forever funds awarded, as well as the restrictions that are imposed on the Project Site subsequent to its acquisition with Bond proceeds. Since the entire Project Site has not yet been negotiated for acquisition, some elements of the project are not yet known such as the purchase price, other project costs, and the terms upon which an owner will voluntarily convey the property.

NOW THEREFORE, FCT and the Recipient mutually agree as follows:

I. PERIOD OF AGREEMENT

1. This Agreement shall begin upon the Recipient's project being selected for funding and shall end **NOVEMBER 30, 2011**("Expiration Date"), unless extended as set forth below or unless terminated earlier in accordance with the provisions of Article XIII of this Agreement.

2. FCT may extend this Agreement beyond the Expiration Date if the Recipient demonstrates that significant progress is being made toward Project Plan approval or that extenuating circumstances warrant an extension of time. A request for an extension shall fully explain the reason for the delay and why the extension is necessary and shall be provided to FCT in accordance with paragraph V.1. prior to the Expiration Date. If the Recipient does not request an extension, or if a requested extension is not granted by FCT, the Recipient's award shall be rescinded and this Agreement shall terminate.

II. MODIFICATION OF AGREEMENT

1. Either party may request modification of the provisions of this Agreement at any time. Changes which are mutually agreed upon shall be valid only when reduced to writing and duly signed by each of the parties hereto. Such amendments shall be incorporated into this Agreement.

III. DEADLINES

1. At least two original copies of this Agreement shall be executed by the Recipient and returned to the FCT office at 2555 Shumard Oak Boulevard, Tallahassee, FL 32399-2100, as soon as possible and before **December 15, 2010.** If the Recipient requires more than one original document, the Recipient shall photocopy the number of additional copies needed and then execute each as an original document. Upon receipt of the signed Agreements, FCT shall execute the Agreements, retain one original copy and return all other copies that have been executed to the Recipient.

2. The Recipient and its representatives shall know of and adhere to all project deadlines and devise a method of monitoring the project. Deadlines stated in this Agreement, as well as deadlines associated with any FCT activity relating to the project, shall be strictly enforced. Failure to adhere to deadlines may result in delays in the project, allocation of time or resources to other recipients that respond timely or termination of this Agreement by FCT.

3. The Recipient shall submit the documentation required by this Agreement to FCT as soon as possible so that the Project Site may be acquired in an expeditious manner.

4. If the Recipient is identified in paragraph V.4. below as the party responsible for all negotiation and acquisition activities, the Recipient shall provide a monthly status report to FCT of Project Site acquisition activities. The monthly report shall contain the dates that appraisals are ordered and due, as well as the dates that purchase agreements are sent to sellers and the status of each contract, as appropriate.

5. No later than **December 15, 2010**, the Recipient shall deliver to FCT a written statement from the Project Site property owner(s) evidencing that the owner(s) is willing to entertain an offer from the Recipient and FCT, if not previously provided in the Application. No acquisition activity shall be commenced prior to FCT receipt of this statement.

6. No later than **December 15, 2010**, the Recipient shall deliver to FCT the executed Confidentiality Agreement provided to the Recipient by FCT, pursuant to Rule 9K-8.008(3), F.A.C. No acquisition activity shall be commenced prior to FCT receipt of the executed Confidentiality Agreement.

7. The party named in paragraph V.4. below as the party responsible for all negotiation and acquisition activities shall provide the following:

a. **Title report(s) and appraisal(s), as required by Rule 9K-8.007(1-4), F.A.C., for review by a date not to exceed one hundred twenty (120) days after the Recipient's project is selected for funding.** Prior to the delivery of awarded FCT funds, the appraisal(s) shall be reviewed and, upon approval, the Maximum Approved Purchase Price ("MAPP"), as provided in Rule 9K-8.007(5) and (6), F.A.C., shall be determined; and

b. Purchase Agreement(s), as defined by Rule 9K-8.002(16), based on the Acquisition Plan, if applicable, to be approved by FCT and sent to the property owner(s) within forty-five (45) days of receipt of the appraisal review memo from FCT establishing the MAPP.

IV. FUNDING PROVISIONS

1. The FCT Florida Forever award granted to the Recipient ("FCT Award") will in no event exceed the lesser of Fifty Percent (50%) of the final Project Costs, as defined in Rule 9K-

7.002(32), F.A.C., or Six Hundred Thousand Dollars And Zero Cents ($600,000.00) unless FCT approves a different amount after determination of the MAPP, which shall be reflected in an addendum to this Agreement.

The FCT Award is based on the Recipient's estimate of final Project Costs in its application, as well as the Limitation of Award provided in Rule 9K-7.003(6), F.A.C. and advertised in the Notice of Application. When disbursing the FCT Award, FCT shall recognize only those Project Costs consistent with the definition in Rule 9K-7.002(32), F.A.C. FCT shall participate in the land cost at either the actual purchase price or the MAPP, whichever is less, multiplied by the percent stated in the above paragraph.

2. The FCT Governing Board selected the Recipient's Application for funding in order to acquire the entire Project Site identified in the Application. FCT reserves the right to withdraw or adjust the FCT Award if the acreage that comprises the Project Site is reduced or the project design is changed so that the objectives of the acquisition cannot be achieved. FCT shall consider any request for Project Site boundary modification in accordance with the procedures set forth in Rule 9K-7.010, F.A.C.

If the Project Site is comprised of multiple parcels and multiple owners, an Acquisition Plan, as defined in 9K-7.002(2), F.A.C., was required in the application. FCT reserves the right to withdraw or adjust the FCT Award if the priority parcel(s) or a significant portion of the Project Site identified in the Acquisition Plan cannot be acquired.

3. The FCT Award shall be delivered either in the form of Project Costs prepaid by FCT to vendors or in the form of a State of Florida warrant at the closing of the Project Site, payable to the Seller or the Seller's designated agent authorized by law to receive such payment, provided the Comptroller determines that such disbursement is consistent with good business practices and can be completed in a manner minimizing costs and risks to the State of Florida. If the Project Site is comprised of multiple parcels, FCT shall deliver at the closing of each parcel only the share of the FCT Award that corresponds to the parcel being closed. FCT shall prepare a grant reconciliation statement prior to the closing of the Project Site parcel that evidences the amount of Match provided by the Recipient, if any is required, and the amount of the FCT Award. Funds expended by FCT for Project Costs shall be recognized as part of the FCT Award on the grant reconciliation statement.

4. If a Match is required, it shall be delivered in an approved form as provided in Rule 9K-7.002(24), F.A.C. If the value of land is the source of the Match, the MAPP shall determine the value of the Match. If the Project Site is comprised of multiple parcels, the Recipient shall deliver at the closing of each parcel the share of the Match that corresponds to the parcel being closed. Funds expended by the Recipient for Project Costs shall be recognized as part of the Match on the grant reconciliation statement.

5. By executing this Agreement, the Recipient affirms that it is ready, willing and able to provide a Match, if any is required.

6. If the Recipient is the local government having jurisdiction over the Project Site, and an action by the Recipient subsequent to the FCT Governing Board selection meeting results in a governmentally derived higher Project Site land value due to an enhanced highest and best use, FCT acquisition activities shall be terminated unless the Seller agrees that the appraisal(s) will be based on the highest and best use of the Project Site on or before the FCT Governing Board selection meeting.

7. FCT's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Florida Legislature, and is subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

V. NOTICE AND CONTACT

1. All notices provided under or pursuant to this Agreement shall be in writing and delivered either by hand delivery or first class, certified mail, return receipt requested, to:

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, FL 32399-2100

2. All contact and correspondence from FCT to the Recipient shall be through the key contact. Recipient hereby notifies FCT that the following administrator, officer or employee is the authorized key contact on behalf of the Recipient for purposes of coordinating project activities for the duration of the project:

Name: JoAnn Riley

Title: Property Acquisition Manager

Address: 2300 Virginia Avenue
Fort Pierce, Florida 34982

Phone: (772) 462-2825 Fax: (772) 462-1440

E-mail: rileyj@stlucieco.org

3. The Recipient authorizes the administrator, employee, officer or representative named in this paragraph to execute all documents in connection with this project on behalf of the Recipient, including, but not limited to, the Grant Contract or any addenda thereto, purchase agreement(s) for the property, grant reconciliation statement, closing documents, statements submitted as a part of the Project Plan and Declaration of Restrictive Covenants.

Name: Faye W. Outlaw, MPA

Title: County Administrator

Address: 2300 Virginia Avenue
Fort Pierce, Florida 34982

Phone: (772) 462-1401 Fax: (772) 462-2131

Email: outlawf@stlucieco.org

4. If the Project Site consists of ten or fewer ownerships, as reflected on the Acquisition Plan, either FCT or the Recipient may act as the party responsible for all negotiation and acquisition activities. If the Project Site consists of eleven or more ownerships, as reflected on the Acquisition Plan, the Recipient shall act as the party responsible for all negotiation and acquisition activities. The Recipient hereby notifies FCT that _____ [*Note: Elect FCT or Recipient*] will be the party responsible for all negotiation and acquisition activities. If the Recipient is named herein and represented by an agent, the Recipient hereby notifies FCT that the Recipient's agent is:

Name: _____

Title: _____

Address: _____

_____

Phone: _____ Fax: _____

Email: _____

5. In the event that different representatives or addresses are designated for either paragraph 2., 3., or 4. above after execution of this Agreement, notice of the changes shall be rendered to FCT as provided in paragraph 1. above.

6. The Recipient hereby notifies FCT that the Recipient's Federal Employer Identification Number(s) is 59-6000835.

VI. PROJECT PLAN APPROVAL; PRE-CLOSING REQUIREMENTS

1. Prior to FCT approval of the signed purchase agreement(s), closing(s) of the real estate transaction(s) to acquire the Project Site and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Project Plan that complies with Rule 9K-8.011, F.A.C. The Project Plan shall not be considered by FCT unless it is organized with a table of

contents and includes all of the following documents to ensure that the interest of the State of Florida will be protected:

a. A purchase agreement, in a form previously approved by FCT staff, fully executed by both the Seller and the Recipient, that is based on an appraisal(s) approved by FCT and consistent with the requirements of Rule Chapter 9K-8, F.A.C.

b. A letter from FCT indicating approval of the Management Plan written in accordance with Rule 9K-7.011, F.A.C., and as described in Article VII below.

c. A statement of the Project Costs.

d. A statement of the amount of the award being requested from FCT.

e. Supporting documentation that the conditions imposed as part of this Agreement have been satisfied.

f. A signed statement by the Recipient that the Recipient is not aware of any pending criminal, civil or regulatory violations imposed on the Project Site by any governmental agency or body.

g. A signed statement by the Recipient that all activities under this Agreement comply with all applicable local, state, regional and federal laws and regulations, including zoning ordinances and the applicable adopted and approved comprehensive plan.

h. Additional documentation as may be requested by FCT to provide Reasonable Assurance, as set forth in paragraph VII.4. below.

2. FCT shall approve the terms under which the interest in land is acquired pursuant to Section 380.510(3), Fla. Stat. Such approval is deemed given when FCT approves and executes the purchase agreement for acquisition of the Project Site, further described in paragraph VI.1.a. above.

3. **All real property shall be obtained through a Voluntarily-Negotiated Transaction, as defined in Rule 9K-7.002(46). The use of or threat of condemnation is not considered a Voluntarily-Negotiated Transaction.**

4. All invoices for Project Costs, with proof of payment, shall be submitted to FCT and be in a detail sufficient for a proper audit thereof.

5. Rule 9K-7.002(32) states that "reasonable real estate fees or commissions paid by the Recipient for Acquisition" are eligible Project Costs. In an effort to maximize the Florida Forever funds for land acquisition, FCT will conservatively review each request for real estate fees or

commissions with close scrutiny to determine if the fee or commission is reasonable. FCT will not reimburse the portion of real estate fees or commissions that are determined by FCT to be unreasonable. Recipient will be financially responsible for the portion of the real estate fee or commission not reimbursed by FCT.

6. The Recipient may, and is strongly encouraged to, request a courtesy review of its Project Plan prior to its submission for approval.

7. Title to the Project Site shall be titled in the Recipient, unless the Recipient specifically requests that title shall permanently vest in the Board of Trustees of the Internal Improvement Trust Fund ("Trustees"). Such request shall be subject to the approval of FCT and the Trustees. The Recipient hereby elects that title to the Project Site shall be vested in St. Lucie County [Note: Insert either the name of the Recipient or Board of Trustees of Internal Improvement Trust Fund.] If the Recipient elects that title shall vest in the Trustees, then all acquisition activities shall be administered by the Division of State Lands as specified in Section 253.025, Fla. Stat. and Rule 18-1, F.A.C. FCT signature of this Agreement shall constitute approval of this election.

8. The transfer of title to the Recipient for the Project Site shall not occur until the requirements for the acquisition of lands, as specified in Section 380.507(11), Fla. Stat. and Rule Chapter 9K-8, F.A.C., have been fully complied with by the Recipient and FCT, FCT has approved the Project Plan and the Recipient has complied with all Purchase Agreement requirements.

9. The deed transferring title of the Project Site to the Recipient shall set forth the executory interest of the Board of Trustees of the Internal Improvement Trust Fund.

VII. MANAGEMENT PLAN; ANNUAL STEWARDSHIP REPORT

1. Prior to approval of the Project Plan, signature of the purchase agreement(s), closing(s) of the real estate transaction(s) and final disbursement of the FCT Award, the Recipient shall submit to FCT and have approved a Management Plan that complies with Rule 9K-7.011, F.A.C. and addresses the criteria and conditions set forth in Articles VII, VIII, IX, X and XI herein. The Recipient is strongly urged to coordinate with FCT staff in order to ensure that FCT approval of the Management Plan occurs prior to the closing date of the real estate transaction(s) associated with the Project Site and the disbursement of the FCT Award.

2. The Management Plan explains how the Project Site will be managed to further the purposes of the project and meet the terms and conditions of this Agreement. The Management Plan shall include the following:

a. An introduction containing the project name, location and other background information relevant to management.

b. The stated purpose for acquiring the Project Site as proposed in the Application and a prioritized list of management objectives.

c. The identification of known natural resources including natural communities, listed plant and animal species, soil types, and surface and groundwater characteristics.

d. A detailed description of all proposed uses including existing and proposed physical improvements and the impact on natural resources.

e. A detailed description of proposed restoration or enhancement activities, if any, including the objective of the effort and the techniques to be used.

f. A scaled site plan drawing showing the Project Site boundary, existing and proposed physical improvements and any natural resource restoration or enhancement areas.

g. The identification and protection of known cultural or historical resources and a commitment to conduct surveys prior to any ground disturbing activity, if applicable.

h. A description of proposed educational displays and programs to be offered, if applicable.

i. A description of how the management will be coordinated with other agencies and public lands, if applicable.

j. A schedule for implementing the development and management activities of the Management Plan.

k. Cost estimates and funding sources to implement the Management Plan.

3. If the Recipient is not the proposed managing entity, the Management Plan shall include a signed agreement between the Recipient and the managing entity stating the managing entity's willingness to manage the site, the manner in which the site will be managed to further the purpose(s) of the project and the identification of the source of funding for management.

In the event that the Recipient is a partnership, the Recipient shall also provide FCT with the interlocal agreement that sets forth the relationship among the partners and the fiscal and management responsibilities and obligations incurred by each partner for the Project Site as a part of its Project Plan.

4. To ensure that future management funds will be available for the management of the site in perpetuity pursuant to Section 259.105 and Chapter 380, Part III, Fla.Stat., the Recipient(s) shall be required to provide FCT with Reasonable Assurance, pursuant to Rule 9K-7.002(35), F.A.C., that it has the financial resources, background, qualifications and competence to manage the Project Site in perpetuity in a reasonable and professional manner. Where the Recipient does not include at least one Local Government, FCT may require the Recipient to do one, or more, of the

following: post a performance or other bond in an amount sufficient to ensure that the Project Site shall be reasonably and professionally managed in perpetuity; establish an endowment or other fund in an amount sufficient to ensure performance; provide a guaranty or pledge by the Local Government, in whose jurisdiction the Project Site is located, which shall require the Local Government to take over the responsibility for management of the Project Site in the event the Recipient is unable to, and may require the Local Government to be a named co-signer on the Declaration of Restrictive Covenants; or provide such other assurances as the Governing Board may deem necessary to adequately protect the public interest.

5. The Recipient shall, through its agents and employees, prevent the unauthorized use of the Project Site or any use thereof not in conformity with the Management Plan approved by FCT.

6. All buildings, structures, improvements and signs shall require the prior written approval of FCT as to purpose. Further, tree removal, other than non-native species, and major land alterations shall require the written approval of FCT. The approvals required from FCT shall not be unreasonably withheld upon sufficient demonstration that the proposed structures, buildings, improvements, signs, vegetation removal or land alterations will not adversely impact the natural resources of the Project Site. FCT's approval of the Recipient's Management Plan addressing the items mentioned herein shall be considered written approval from FCT.

7. As required by Rule 9K-7.013, F.A.C., each year after FCT reimbursement of Project Costs the Recipient shall prepare and submit to FCT an annual stewardship report that documents the progress made on implementing the Management Plan.

VIII. SPECIAL MANAGEMENT CONDITIONS

In addition to the Management Plan conditions already described in this Agreement, which apply to all sites acquired with FCT funds, the Management Plan shall address the following conditions that are particular to the project site and result from either representations made in the application that received scoring points or observations made by FCT staff during the site visit described in Rule 9K-7.009, F.A.C.:

1. The future land use and zoning designations of the project site shall be changed to conservation, outdoor recreation, open space, or other similar category.

2. A permanent recognition sign, at a minimum size of 3' x 4', shall be maintained at the entrance area of the project site. The sign shall acknowledge that the project site was purchased with funds from the Florida Communities Trust Program and St. Lucie County.

3. At least three recreational facilities including an open air amphitheatre, canoe/kayak dock, and wildlife observation platform shall be provided. The facilities shall be developed in a manner that allows the general public reasonable access for observation and appreciation of the natural resources on the project site without causing harm to those resources.

4. The location and design of any parking facility shall be designed to have minimal impacts on natural resources. The parking area shall incorporate pervious materials wherever feasible.

5. A nature trail of at least ¼ mile shall be provided on the project site.

6. Bike racks shall be installed to provide an alternative to automobile transportation to the project site.

7. The project shall construct a canoe/kayak dock to provide access to Ten Mile Creek.

8. An interpretive kiosk shall be provided on the project site to educate visitors about the natural environment and history of the area.

9. At least 12 regularly scheduled educational classes or programs shall be provided at the project site per year. These programs shall promote the protection of environmental resources.

10. A staffed nature center shall be developed on the project site to provide year round education classes or programs.

11. The floodplain swamp and floodplain forest natural communities that occur on the project site shall be preserved and appropriately managed to ensure the long-term viability of these communities.

12. The project site shall be managed in a manner that protects and enhances the listed and non-listed native wildlife species and their habitat. Periodic surveys shall be conducted of listed species using the project site.

13. A significant portion of the upland area on the project site shall be planted with native vegetation.

14. An ongoing monitoring and control program for invasive vegetation including exotic (non-native) and nuisance native plant species shall be implemented at the project site. The objective of the control program shall be the elimination of invasive exotic plant species and the maintenance of a diverse association of native vegetation. The management plan shall reference the Exotic Pest Plant Council's List of Florida's Most Invasive Species to assist in identifying invasive exotics on the project site.

15. A feral animal removal program shall be developed and implemented for the project site.

16. The quality of surface waters in Ten Mile Creek shall be improved by the installation of stormwater facilities on the project site that provide wildlife habitat and/or open space in a park like setting. The development of the stormwater facilities shall be coordinated with the South Water Management District.

17. Prior to the commencement of any proposed development activities, measures will be taken to determine the presence of any archaeological sites. All planned activities involving known archaeological sites or potential site areas shall be closely coordinated with the Division of Historical Resources in order to prevent the disturbance of these sites. Information on significant historical and archaeological sites shall be provided to the Division of Historical Resources for the purpose of updating the Florida Master Site File.

18. The development and management of the project site shall be coordinated with the agencies managing conservation lands along Ten Mile Creek and the North Fork of the St. Lucie River, to ensure the project site is protected and managed as part of an ecological corridor.

IX. DECLARATION OF RESTRICTIVE COVENANTS REQUIREMENTS IMPOSED BY CHAPTER 259 AND CHAPTER 380, PART III, FLA. STAT.

1. Each parcel in the Project Site to which the Recipient acquires title shall be subject to a Declaration of Restrictive Covenants describing the parcel and containing such covenants and restrictions as are, at a minimum, sufficient to ensure that the use of the Project Site at all times complies with Sections 375.051 and 380.510, Fla. Stat.; Section 11(e), Article VII of the Florida Constitution; the applicable bond indenture under which the Bonds were issued; and any provision of the Internal Revenue Code or the regulations promulgated thereunder that pertain to tax exempt bonds. The Declaration of Restrictive Covenants shall contain clauses providing for the conveyance of title to the Project Site to the Trustees, or a nonprofit environmental organization or government entity, upon failure to comply with any of the covenants and restrictions, as further described in paragraph 3. below.

2. The Declaration of Restrictive Covenants shall also restate the conditions that were placed on the Project Site at the time of project selection and initial grant approval. The Declaration of Restrictive Covenants shall be executed by FCT and the Recipient at the time of the closing of the Project Site and shall be recorded by the Recipient in the county(s) in which the Project Site is located.

3. If any essential term or condition of the Declaration of Restrictive Covenants is violated by the Recipient or by some third party with the knowledge of the Recipient, the Recipient shall be notified of the violation by written notice given by personal delivery, registered mail or registered expedited service. The recipient shall diligently commence to cure the violation or complete curing activities within thirty (30) days after receipt of notice of the violation. If the curing activities can not be reasonably completed within the specified thirty (30) day time frame, the Recipient shall submit a timely written request to the FCT Program Manager that includes the status of the current activity, the reasons for the delay and a time frame for the completion of the curing activities. FCT shall submit a written response within thirty (30) days of receipt of the request and approval shall not be unreasonably withheld. It is FCT's position that all curing activities shall be completed within one hundred twenty (120) days of the Recipient's notification of the violation. However, if the Recipient can demonstrate extenuating circumstances exist to justify a greater extension of time to complete the activities, FCT shall give the request due consideration. If the

Recipient fails to correct the violation within either (a) the initial thirty (30) day time frame or (b) the time frame approved by FCT pursuant to the Recipient's request, fee simple title to all interest in the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District, who agrees to accept title and manage the Project Site. FCT shall treat such property in accordance with Section 380.508(4)(e), Fla. Stat.

X. GENERAL OBLIGATIONS OF THE RECIPIENT AS A CONDITION OF PROJECT FUNDING

1. The interest acquired by the Recipient in the Project Site shall not serve as security for any debt of the Recipient.

2. If the existence of the Recipient terminates for any reason, title to the Project Site shall be conveyed to the Trustees unless FCT negotiates an agreement with another local government, nonprofit environmental organization, the Florida Division of Forestry, the Florida Fish and Wildlife Conservation Commission, the Department of Environmental Protection or a Water Management District who agrees to accept title and manage the Project Site.

3. Following the acquisition of the Project Site, the Recipient shall ensure that the future land use designation assigned to the Project Site is for a category dedicated to open space, conservation or outdoor recreation uses, as appropriate. If an amendment to the applicable comprehensive plan is required, the amendment shall be proposed at the next comprehensive plan amendment cycle available to the Recipient subsequent to the Project Site's acquisition.

4. FCT staff or its duly authorized representatives shall have the right at any time to inspect the Project Site and the operations of the Recipient at the Project Site.

5. The Project Site shall permanently contain one sign, provided by FCT, recognizing FCT's role in the acquisition of the Project Site. The cost of shipping the sign shall be deducted from the FCT Award, as reflected on the grant reconciliation statement. For a Project Site where the FCT Award is divided into more than one closing, the cost of the sign shall be deducted from the grant reconciliation statement containing the first parcel to close. The sign shall be displayed at the Project Site within ninety (90) days of the final disbursement of the FCT award. A photograph of the sign installed at the Project Site shall be provided to FCT within the same ninety (90) day timeframe.

XI. OBLIGATIONS OF THE RECIPIENT RELATING TO THE USE OF BOND PROCEEDS

1. FCT is authorized by Section 380.510, Fla. Stat. to impose conditions for funding on the Recipient in order to ensure that the project complies with the requirements for the use of Florida Forever Bond proceeds including, without limitation, the provisions of the Internal Revenue Code and the regulations promulgated thereunder as the same pertain to tax exempt bonds.

2. The Recipient agrees and acknowledges that the below listed transactions, events, and circumstances, collectively referred to as the "disallowable activities," may be disallowed on the Project Site as they may have negative legal and tax consequences under Florida law and federal income tax law. The Recipient further agrees and acknowledges that these disallowable activities may be allowed up to a certain extent based on guidelines or tests outlined in the Federal Private Activity regulations of the Internal Revenue Service:

a. any sale or lease of any interest in the Project Site to a non-governmental person or organization;

b. the operation of any concession on the Project Site by a non-governmental person or organization;

c. any sales contract or option to buy or sell things attached to the Project Site to be severed from the Project Site with a non-governmental person or organization;

d. any use of the Project Site by a non-governmental person other than in such person's capacity as a member of the general public;

e. any change in the character or use of the Project Site from that use expected at the date of the issuance of any series of Bonds from which the disbursement is to be made;

f. a management contract for the Project Site with a non-governmental person or organization; or

g. such other activity or interest as may be specified from time to time in writing by FCT to the Recipient.

3. If the Project Site, after its acquisition by the Recipient and/or the Trustees, is to remain subject to any of the disallowable activities, the Recipient shall provide notice to FCT, as provided for in paragraph V.1., at least sixty (60) calendar days in advance of any such transactions, events or circumstances, and shall provide to FCT such information as FCT reasonably requests in order to evaluate for approval the legal and tax consequences of such disallowable activities.

4. In the event that FCT determines at any time that the Recipient is engaging, or allowing others to engage, in disallowable activities on the Project Site, the Recipient shall immediately cease or cause the cessation of the disallowable activities upon receipt of written notice from FCT. In addition to all other rights and remedies at law or in equity, FCT shall have the right to seek temporary and permanent injunctions against the Recipient for any disallowable activities on the Project Site.

DELEGATIONS AND CONTRACTUAL ARRANGEMENTS BETWEEN THE RECIPIENT AND OTHER GOVERNMENTAL BODIES, NONPROFIT ENTITIES OR NON GOVERNMENTAL

PERSONS FOR USE OR MANAGEMENT OF THE PROJECT SITE WILL IN NO WAY RELIEVE THE RECIPIENT OF THE RESPONSIBILITY TO ENSURE THAT THE CONDITIONS IMPOSED HEREIN ON THE PROJECT SITE AS A RESULT OF UTILIZING BOND PROCEEDS TO ACQUIRE THE PROJECT SITE ARE FULLY COMPLIED WITH BY THE CONTRACTING PARTY.

XII. RECORDKEEPING; AUDIT REQUIREMENTS

1. The Recipient shall maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement. These records shall be available at all reasonable times for inspection, review or audit by state personnel, FCT and other personnel duly authorized by FCT. "Reasonable" shall be construed according to the circumstances, but ordinarily shall mean the normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

2. If the Recipient expends a total amount of State financial assistance equal to or in excess of $500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat., the applicable rules of the Executive Office of the Governor and the Comptroller and Chapter 10.550 (local government entities) or Chapter 10.650 (nonprofit organizations), Rules of the Auditor General. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from FCT, other state agencies and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements. The funding for this Agreement was received by FCT as a grant appropriation.

In connection with the audit requirements addressed herein, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapter 10.550 (local government entities) or 10.650 (nonprofit organizations), Rules of the Auditor General.

Per Department of Financial Services Rule 69I-5.004(2)(a), Florida Administrative Code, the determination of when State financial assistance is expended should be based on when the activity occurs (the activity pertains to events that require the nonstate entity to comply with contracts or agreements, such as expenditure transactions associated with grants.) Additional prior fiscal year expenditures of State financial assistance should be added to total expenditures of State financial assistance previously reported for the prior fiscal year to determine if the threshold was exceeded. If so, the nonstate entity should take appropriate action to provide for an audit for the prior fiscal year in accordance with the Florida Single Audit Act. Therefore, it may be necessary for the Recipient to amend prior fiscal year audits to account for receiving the FCT grant funds because the determining factor of when the expenditure must be accounted for is when the expenditure is made, not the signing of this agreement.

3. If the Recipient expends less than $500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat. is not

required. If the Recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from non-State funds (i.e., the cost of such an audit must be paid from Recipient funds not obtained from a State entity).

4. The annual financial audit report shall include all management letters, the Recipient's response to all findings, including corrective actions to be taken, and a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and agreement number. Copies of financial reporting packages required under this Article shall be submitted by or on behalf of the Recipient directly to each of the following:

Department of Community Affairs (at each of the following addresses):
Office of Audit Services
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

and

Florida Communities Trust
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

State of Florida Auditor General at the following address:
Auditor General's Office
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32302-1450

5. If the audit shows that any portion of the funds disbursed hereunder were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to FCT of all funds not spent in accordance with the applicable regulations and Agreement provisions within thirty (30) days after FCT has notified the Recipient of such non-compliance.

6. The Recipient shall retain all financial records, supporting documents, statistical records and any other documents pertinent to this Agreement for a period of five (5) years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the five-year period, the records shall be retained until the litigation or audit findings have been resolved.

7. The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. performed by an independent certified public accountant ("IPA") who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above.

XIII. DEFAULT; REMEDIES; TERMINATION

1. If the necessary funds are not available to fund this Agreement as a result of action by the Florida Legislature or the Office of the Comptroller, or if any of the events below occur ("Events of Default"), all obligations on the part of FCT to make any further payment of funds hereunder shall, if FCT so elects, terminate and FCT may, at its option, exercise any of its remedies set forth herein, but FCT may make any payments or parts of payments after the happening of any Events of Default without thereby waving the right to exercise such remedies, and without becoming liable to make any further payment. The following constitute Events of Default:

a. If any warranty or representation made by the Recipient in this Agreement, any previous agreement with FCT or in any document provided to FCT shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe or perform any of the terms or covenants contained in this Agreement or any previous agreement with FCT and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

b. If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement from the financial condition revealed in any reports filed or to be filed with FCT, and the Recipient fails to cure said material adverse change within thirty (30) days from the date written notice is sent to the Recipient by FCT;

c. If any reports or documents required by this Agreement have not been timely submitted to FCT or have been submitted with incorrect, incomplete or insufficient information; or

d. If the Recipient fails to perform and complete in timely fashion any of its obligations under this Agreement.

2. Upon the happening of an Event of Default, FCT may, at its option, upon thirty (30) calendar days from the date written notice is sent to the Recipient by FCT and upon the Recipient's failure to timely cure, exercise any one or more of the following remedies, either concurrently or consecutively, and the pursuit of any one of the following remedies shall not preclude FCT from pursuing any other remedies contained herein or otherwise provided at law or in equity:

a. Terminate this Agreement, provided the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in paragraph V.2. herein;

b. Commence an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of the FCT Award;

d. Exercise any corrective or remedial actions, including, but not limited to, requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance or issuing a written warning to advise that more serious measures may be taken if the situation is not corrected; or

e. Exercise any other rights or remedies which may be otherwise available under law, including, but not limited to, those described in paragraph IX.3.

3. FCT may terminate this Agreement for cause upon written notice to the Recipient. Cause shall include, but is not limited to: fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; failure to make significant progress toward Project Plan and Management Plan approval; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla.Stat., as amended. Appraisals, and any other reports relating to value, offers and counteroffers are not available for public disclosure or inspection and are exempt from the provisions of Section 119.07(1), Fla. Stat. until a Purchase Agreement is executed by the Owner(s) and Recipient and conditionally accepted by FCT, or if no Purchase Agreement is executed, then as provided for in Sections 125.355(1)(a) and 166.045(1)(a), Fla. Stat.

4. FCT may terminate this Agreement when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds by providing the Recipient with thirty (30) calendar days prior written notice.

5. The Recipient may request termination of this Agreement before its Expiration Date by a written request fully describing the circumstances that compel the Recipient to terminate the project. A request for termination shall be provided to FCT in a manner described in paragraph V.1.

XIV. LEGAL AUTHORIZATION

1. The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind the Recipient to the terms of this Agreement.

XV. STANDARD CONDITIONS

1. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict and shall be severable, but shall not invalidate any other provision of this Agreement.

2. No waiver by FCT of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of FCT hereunder, or affect the subsequent exercise of the same right or remedy by FCT for any further or subsequent default by the Recipient. Any power of approval or disapproval granted to FCT under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

3. The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

4. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 lease 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 a public entity, and may not transact business with any public entity in excess of Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

5. No funds or other resources received from FCT in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

This Agreement embodies the entire agreement between the parties.

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

ST. LUCIE COUNTY

By: _____
Chris Craft, Chairman

Date: November 23, 2010

FLORIDA COMMUNITIES TRUST

By: Ken Reecy
Ken Reecy
Community Program Manager

Date: 12-13-10

Approved as to Form and Legality:

By: _____
Daniel S. McIntyre, County Attorney

Approved as to Form and Legality:

By: _____
Kristen L. Coons, Trust Counsel

Contract No. 11-CT-D1-08-F8-A1-057
FCT Project No: 08-057-FF8

CONFIDENTIALITY AGREEMENT

This is a Confidentiality Agreement ("Agreement") pursuant to Rule 9K-8.008(3), Florida Administrative Code (F.A.C.).

Parties to the Confidentiality Agreement: ST. LUCIE COUNTY, a political subdivision of the State of Florida, ("Recipient") and the FLORIDA COMMUNITIES TRUST ("FCT"), a non-regulatory agency within the Department of Community Affairs.

Parcels Covered by this Agreement: This Agreement covers all parcels identified as part of the project site in FCT application 08-057-FF8 that was selected for funding and is governed by a Grant Contract for FCT Project Number 08-057-FF8 ("Project Site").

Confidentiality:

a) Pursuant to Rule 9K-8.002(9), F.A.C., the term "Confidential" refers to information that shall not be available for public disclosure or inspection and is exempt from the provisions of Section 119.07, Florida Statutes (F.S.).

b) The Recipient and its agents shall maintain the confidentiality of all appraisals, offers, and counteroffers as required by Section 125.355(1)(a), F.S., for counties, or Section 166.045(1)(a), F.S., for municipalities, and Chapter 9K-8, F.A.C. The Recipient may disclose such confidential information only to the individuals listed herein below.

c) Requests to add persons to the disclosure list shall be made in writing. Upon the written consent of the FCT Community Program Manager, the Recipient shall amend the Agreement to include all desired parties. All confidentiality requirements outlined above shall apply to individuals added to the list.

d) The undersigned board members and staff of the Recipient and its agents, if any, agree to maintain the confidentiality of appraisal information, offers and counter-offers concerning FCT Project Number 08-057-FF8, as required by Section 125.355 (1)(a), F.S., for counties or Section 166.045 (1)(A), F.S., for municipalities, Chapter 9K-8, F.A.C., and this Confidentiality Agreement between the Recipient and FCT.

e) The undersigned certify that they have no legal or beneficial interest in the Project Site.

Date	Recipient Board Member, Staff or Agent Name	Signature
11/23/10	Daniel S. McIntyre	
11/23/10	JoAnn Riley	
11/23/10	Janet LiCausi	
11/23/10	Steve Fousek	
11/23/10	Ron Harris	

ST. LUCIE COUNTY

By: _____
Chris Craft, Chairman

Date: November 23, 2010

FLORIDA COMMUNITIES TRUST

By: _____
Ken Reecy
Community Program Manager

Date: 12-13-10

Approved as to form and legality:

By: _____
Daniel S. McIntyre, County Attorney

Approved as to form and legality:

By: _____
Kristen L. Coons, Trust Counsel

To enhance the quality of stormwater entering the North Fork from the road rights of way, a one (1) acre pond will be constructed along Selvitz road. The pond will filter pollutants before they enter the North St. Lucie Water Control District Canal 100, which leads to Ten Mile Creek.

To mimic nature and provide wildlife habitat, the pond will meet the following elements:

- establish appropriate side slopes to allow for proper planting of vegetation. Slopes of 8/1 to 12/1 are preferred. Minimal safety standards to minimize the possibility of drowning is a 4/1 slope.
- appropriate planting of species typical of a depression marsh shall include: rushes, sedges and pickerelweed. Approximately 1,000 shrubs shall be planted around the perimeter of the pond.

Reforestation

Native trees/plants typical of a hydric hammock will be planted within the upland portions of the site. Species will include Laurel Oak, Live Oak, Cabbage Palm and Hickory. Groundcovers will consist of wild coffee, saw palmetto, beautyberry and myrsine. Approximately 300 trees and 2,000 shrubs will be planted on the approximately 8.4 acres of disturbed area within the site.

It is unknown when the property was last influenced by fire. Since floodplain forests and floodplain swamps are not dependent upon fire, fire will not be used to manage the site. Exhibit P indicates those areas on the property that would benefit from hydrologic restoration, reforestation and exotic restoration. Approximately 10 acres of the site will be restored.

Monitoring

Photo plots will be established to monitor exotic removal efforts and the re-establishment of native species. Two transects will be established to document management objectives and record species present on the site. (See exhibit G) Data will be taken annually and included in the annual stewardship report to the Florida Communities Trust. The annual report will define those efforts that have been performed to achieve the goals as described in the management plan.

ARCHAEOLOGICAL AND HISTORICAL RESOURCE PROTECTION

There are no known cultural or historic sites within the property. Within 1/4 mile of the site is located SL01350, a residence circa 1936. Ten Mile Creek lying adjacent to the site is designated SL01688 because of its historical significance in the Florida Master Site File.

Prior to the commencement of development activities, measures will be taken to determine the presence of historical and archaeological sites. An employee within St. Lucie County Environmental Resources Department has become certified by the Division of Historical Resources to be able to conduct limited monitoring activities in accordance with review and compliance recommendations.

In the event that historical or archeological sites are identified, coordination with the Florida Department of State, Division of Historical Resources www.dhr.dos.state.fl.us and St. Lucie County will be necessary to protect the resource. If any archaeological or historical sites are discovered, the county will comply with provisions of Chapter 267, Florida Statutes specifically Sections 267.061 (2)(a) and (b). The Division of Historical Resources, Florida Department of State, will be notified if any archaeological or historical sites are uncovered. All information about the site will be submitted for listing as a Site of Historical Significance, and Fl Master Site File form submitted.

The collection of artifacts or the disturbance of archaeological and historic sites on the site is prohibited, unless prior authorization has been obtained from DHR.

EDUCATIONAL ACTIVITIES

A self-guiding interpretive trail will be established through the site identifying the dynamics of the ecosystems, wildlife and flora. The pamphlets will lead visitors to a series of numbered 4x4 posts located along the trail. Informational kiosks will be constructed at the parking lot to identify the site, post rules and obtain nature trail pamphlets. An interpretive display will be placed at the entrance of the trail at the parking lot.

The existing house or garage will be converted into a nature center with several displays regarding the Preserve program. The center will be open on weekends during 5 months of the year from December through April. The center will be open from 8 am to 5 PM. A minimum of twelve classes will be conducted each year at the site to discuss the protection of natural resources.

GREENWAYS MANAGEMENT

The NFSLR Greenway ecological and recreational corridor contains a patchwork of individual parcels lying along the North Fork of the St. Lucie River, Five and Ten Mile Creeks. The 12 mile long corridor contains a variety of natural communities including floodplain forest, floodplain swamp, mesic flatwoods, scrubby flatwoods, depression marsh and scrub. The greenway consists of upland and aquatic preserves and parks managed by a variety of state, county and city governments. The addition of these parcels to the Greenway will link several existing and proposed natural areas and parks along the northern limits of the North Fork and Five & Ten Mile Creek areas. (Exhibit N) Acquisition of the parcels will be an important link towards the connection of the Five & Ten Mile Creek properties to Platt's Creek Mitigation Bank and Strazulla parcel, through the Audubon Preserve, eventually terminating at Ten Mile Creek West. (Exhibit N)

The NFSLR project also fulfills greenways policies set forth in the Conservation Element of the County Comprehensive Plan. These policies encourage the creation of greenways countywide, including the establishment of wildlife corridor greenways. The element requires coordination with the state and federal lands acquisition programs to encourage the connection of public owned lands

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Rezoning - Becker Preserve - 3398 Selvitz Road

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

NOTICE BY NEWSPAPER: January 5th, 2025

NOTICE BY MAIL: December 5th, 2024

NOTICE BY SIGNS: January 9th, 2025

VERIFIED BY: Vennis Gilmore **TITLE:** Assistant Planning Director

SIGNATURE: Vennis Gilmore **DATE:** January 8th, 2025

South FLA Water Mgmt Dist and Tr Int Imp Trust Fund
PO Box 24680
West Palm Beach; FL 33416-4680

Club Pure Title Holding Corporation
3891 Edwards RD
Fort Pierce; FL 34981-5222

Maryann Fletcher
4064 Oak Hammock Ln
Fort Pierce; FL 34981-4533

HMD & D Holding; LLC
4012 SW Kadlic ST
Port Saint Lucie; FL 34953-5670

Marion M McDowell and Bonnie S McDowell
3965 Oak Hammock LN
Fort Pierce; FL 34981-4522

Kathleen Forsman
4010 Oak Hammock LN
Fort Pierce; FL 34981-4533

Robert L Dyke
4072 Oak Hammock LN
Fort Pierce; FL 34981-4533

Carol A Carlin
4086 Oak Hammock Ln
Fort Pierce; FL 34981-4533

Michael E Geraghty
4001 Oak Hammock Ln
Fort Pierce; FL 34981-4534

Susan S Kelly
4080 Oak Hammock Ln
Fort Pierce; FL 34981-4533

Connie Jo Strawn
3976 Oak Hammock Ln
Fort Pierce; FL 34981-4521

Gary Finkle and Nancy Finkle
924 Munday CT
Charlotte; NC 28270-1018

Brian J Maloney and Tonya S Maloney
3790 Wild Orchid LN
Fort Pierce; FL 34981-5225

Maria I Camacho Rubio and Gustavo Rocha Rodriguez
3753 Wild Orchid LN
Fort Pierce; FL 34981-5226

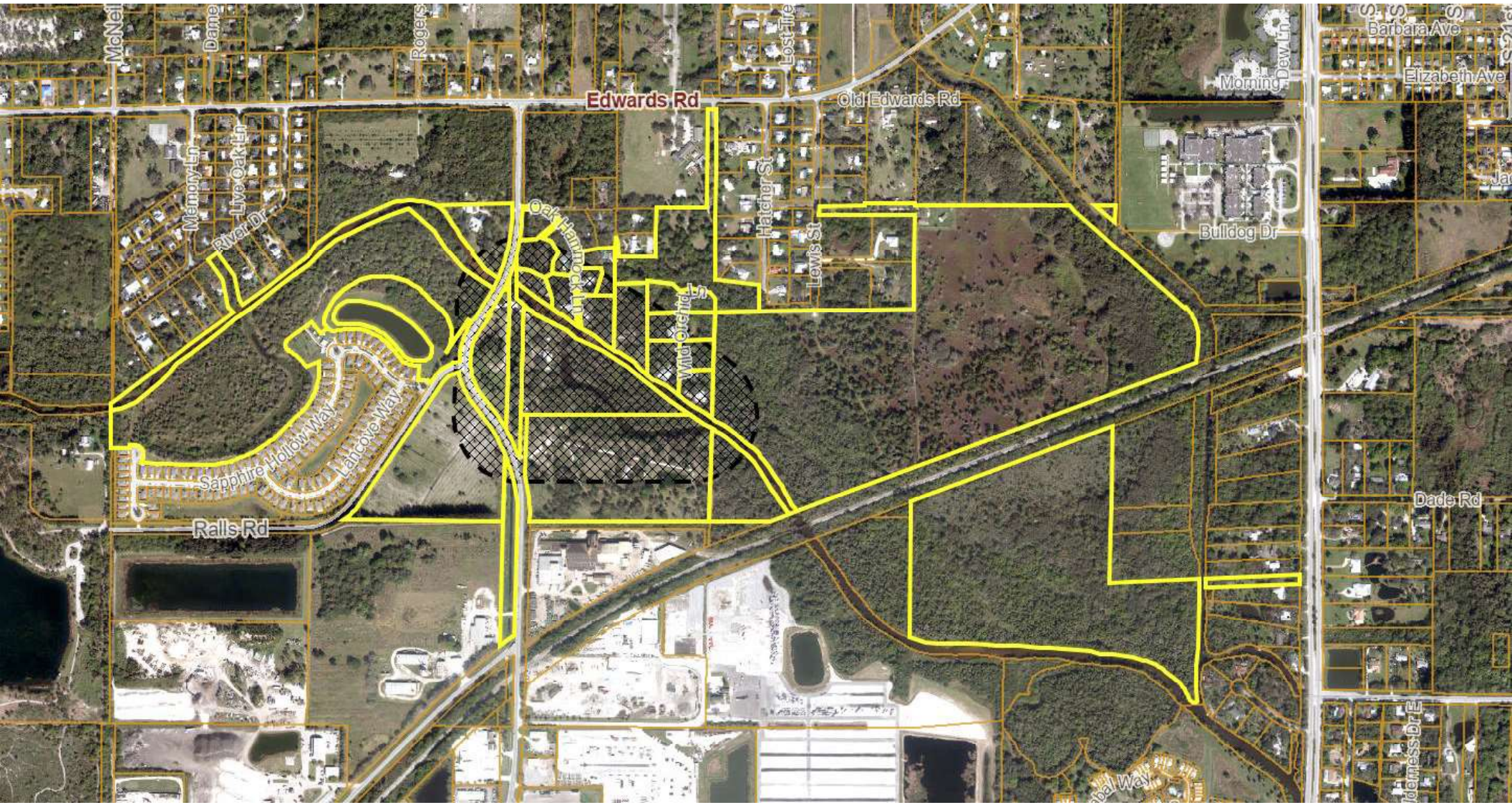
St Lucie County Scouts Inc
3548 Selvitz Rd
Fort Pierce; FL 34981-4721

James B Pulliam and Diane G Pulliam
3311 Selvitz RD
Fort Pierce; FL 34981-4720

Glen R Stevick (TR)
1636 Walnut ST
Berkeley; CA 94709-1606

NSLRWCD
14666 Orange AVE
Fort Pierce; FL 34945-4511

Carriage Pointe HOA; INC.
5460 S Quebec ST; Unit Ste 110
Greenwood Village; CO 80111-1920


Edwards Rd
Old Edwards Rd
Ralls Rd
Dade Rd
Bulldog Dr
Hatcher St
Lewis St
Lost Life
Wild Orchid Ln
Oak Hammock Ln
Live Oak Ln
River Dr
Memory Ln
Sapphire Hollow Way
Lancove Way
Barbara Ave
Elizabeth Ave

THE SUNRISE CITY
FORT PIERCE
Florida
CITY ATTORNEY'S OFFICE

TO: Vennis Gilmore, Assistant Planning Director

FROM: Sara Hedges, City Attorney SH

RE: Becker Preserve Rezoning Ordinance Review

CAO RLS FILE: RLS 24-466

DATE: December 18, 2024

I have reviewed the above Request for Legal Services (RLS) related to a Rezoning and Zoning Atlas Amendment. I have made suggested changes to the Ordinance. It has been uploaded to Agenda Quick in a track changes and clean copy version. The clean copy of the Ordinance, with the suggested changes implemented, 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

City Commission Regular Meeting **13. a.**

Meeting Date: 01/21/2025

Re:

SUBJECT:

Resolution 25-R04 Appointing Nicola Angelos to the City of Fort Pierce Arts and Culture Advisory Board as Commissioner Taylor's appointee.

SUMMARY:

RECOMMENDATION:

Adopt the Resolution

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution 25-R04

Application

Form Review

Form Started By: Tina Rel Started On: 12/30/2024 02:21 PM

Final Approval Date: 12/30/2024

RESOLUTION NO. 25-R04

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT AND REAPPOINTMENT OF MEMBERS TO THE ARTS AND CULTURE ADVISORY BOARD;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED by the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Arts and Culture Advisory Board which was established via Resolution No. 17-R22; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

Name:	Appointed by	Term Expires
Nicola Angelos	Commissioner Taylor	12/2/2028

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of January 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #23409

Date Submitted: 12/17/2024

Name of Board or Boards for which you are applying:*

Arts and Culture Advisory Board

Name:*

Nicola Angelos

Home Address:*

1708 Rio Vista Drive

City:* | **State:*** | **Zip:***

Fort Pierce | Florida | 34949

How long at this address?* | **Telephone Number***

4 years | 7726185322

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Design/Marketing

Employer:*

Self/Chuck's Seafood Restaurant

Do you own a business that operates within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, list the address and nature of said business:

822 Seaway Drive, Seafood Restaurant

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [ ] Yes
- [x] No

If yes, in which organization and in what capacity?

Are you employed by a business that is located within the City of Fort Pierce?*

- [x] Yes
- [ ] No

If yes, state the business and location:

Chuck's Seafood Restaurant, 822 Seaway Drive

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [ ] Yes
- [x] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

I started my first business in 2014 that entailed designing, sourcing, and overseeing production of my own handbag line, and also handled the marketing and selling of the product. From there, I applied my marketing skills my family's seafood restaurant, and I continue use these capabilities as a Board Member for the City of Fort Pierce, Florida Highwaymen Museum.

Are you currently a member of a Commission-appointed board/committee?*

- [ ] Yes
- [x] No

If yes, please specify:

Have you ever been convicted of a felony?*

- [ ] Yes
- [x] No

If yes, what was the nature of the crime(s) you were convicted of:

If appointed, are you willing to attend a training session which could last several hours?*

- [x] Yes
- [ ] No

Referred by:*

James Taylor

Applicant Email Address:*

nicola.angelos@gmail.com

Date:*

12/17/24

Applicant's Signature:*

Nicola Angelos

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.

For additional information, please contact the City Clerk's Office at 772.467.3065 or email lcox@cityoffortpierce.com.

Upload Resume (Optional)

Choose File No file chosen

City Commission Regular Meeting **13. b.**

Meeting Date: 01/21/2025

Re:

SUBJECT:

Resolution 25-R10 Appointing Dan Noelke to the City of Fort Pierce Parking Committee as Commissioner Taylor's appointee.

SUMMARY:

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution 25-R10

Form Review

Form Started By: Tina Rel Started On: 01/13/2025 12:36 PM

Final Approval Date: 01/13/2025

RESOLUTION NO. 25-R10

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE PARKING COMMITTEE;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Parking Committee which was established via Resolution No. 19-R45; said terms to commence upon adoption of this resolution and to expire as indicated below, or when a successor has been duly appointed.

Name	Appointed by	Term Expires
Dan Noelke	Commissioner Taylor	12/2/2028

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of January 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

City Commission Regular Meeting **13. c.**

Meeting Date: 01/21/2025

Re:

SUBJECT:

Resolution 25-R11 Appointing Eric Gill to the City of Fort Pierce Parks Advisory Committee as Commissioner Taylor's appointee.

SUMMARY:

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek. Candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution 25-R11

Form Review

Form Started By: Tina Rel Started On: 01/13/2025 12:41 PM

Final Approval Date: 01/13/2025

RESOLUTION NO. 25-R11

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE PARKS ADVISORY COMMITTEE;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Parks Advisory Committee, which was established via Resolution No. 19-R37; said term to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

Name	Appointed by:	Term Expires
Eric Gill	Commissioner Taylor	12/2/2028

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of January 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY
CITY ATTORNEY

City Commission Regular Meeting **13. d.**

Meeting Date: 01/21/2025

Re:

SUBJECT:

Resolution 25-R12 Appointing Gabe Atkinson to the City of Fort Pierce Infrastructure Surtax Committee as Commissioner Taylor's appointee.

SUMMARY:

RECOMMENDATION:

Adopt Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution 25-R12

Form Review

Form Started By: Tina Rel Started On: 01/13/2025 12:44 PM

Final Approval Date: 01/13/2025

RESOLUTION NO. 25-R12

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE INFRASTRUCTURE SURTAX CITIZEN OVERSIGHT COMMITTEE;** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and is hereby appointed by the City Commission to serve as a member of the Infrastructure Surtax Citizen Oversight Committee; which was established via Resolution No. 19-R06; said terms to commence upon adoption of this resolution and to run concurrently with the appointing Commissioner's term of office, until removed or when a successor has been duly appointed.

Name	Appointed by:	Term Expires
Gabe Atkinson	Commissioner Taylor	12/2/2028

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 21st day of January 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY