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

CITY COMMISSION AGENDA

Regular Meeting - Monday, April 7, 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 -** Assistant Pastor Jordan Good with Bible Baptist Church

3. **PLEDGE OF ALLEGIANCE**

4. **ROLL CALL**

5. **APPROVAL OF MINUTES**

   a. Approval of the Minutes from the March 17, 2025, Regular Meeting.

6. **PROCLAMATIONS**

   a. Sexual Assault Awareness Month

7. **LETTERS TO COMMISSION**

   a. Michael Sickenius expressed his appreciation for the Building Department's professionalism and helpfulness in resolving issues with the Seascape buildings at Ocean Village.

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 Change Order 1 for Specific Authorization 7 to EDC, Inc. in the amount of $4,800.00 to complete the design services for Avenue D from US 1 to Indian River Drive to reflect citizen input and design changes.

b. Approval of award of the Little Jim Camp Sanitary Improvements to the low bidder, R.K. Contractors, Inc., in an amount not to exceed $390,648.22.

c. Approval of an Agreement between the City of Fort Pierce and Lincoln Park Main Street, Inc. to provide services from October 1, 2024, to September 30, 2025, for an amount not to exceed $50,000.

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 25-017 - Final Budget Amendment of the FY 2023-24 General Fund Budget. SECOND READING

b. Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development Review), submitted by applicant Cotleur & Hearing, to construct a ninety-four (94) unit fee simple townhome community located at 4601 Regina Dr., more specifically at Parcel ID: 3403-501-025-000-5.

13. **CITY COMMISSION**

a. Resolution 25-R23 Granting or Denying a Time Extension for the Sale Agreement of 604 S 6th Street.

b. Resolution 25-R24 Granting or Denying a Time Extension for the Sale Agreement of 1204 Avenue E.

c. Resolution 25-R27 appointing members to the Affordable Housing Advisory Committee (AHAC).

d. Resolution 25-R28 appointing Renella Mitchell to the Board of Adjustment as Mayor Hudson's appointee.

e. Resolution 25-R29 appointing Ryan Collins to the City of Fort Pierce Planning Board as Commissioner Taylor's appointee.

f. Resolution 25-R30 appointing Mary Durkin to the City of Fort Pierce Parks Advisory Committee as Mayor Hudson's appointee.

g. Resolution 25-R31 approving or denying the Third Amendment to the Amended and Restated Agreement for Development of King's Landing and First Quarter Update

14. **COMMENTS FROM THE PUBLIC**

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

15. **COMMENTS FROM THE CITY MANAGER**

a. Reports

16. **COMMENTS FROM THE COMMISSION**

17. **ADJOURNMENT**

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

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

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

otherwise allowed by law.

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

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

Meeting Date: 04/07/2025

Re: Approval of the Minutes from the March 17, 2025, Regular Meeting

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Approval of the Minutes from the March 17, 2025, Regular Meeting.

Attachments

03.17.205 Minutes

Form Review

Form Started By: Latoya Ransom Started On: 03/28/2025 12:49 PM

Final Approval Date: 03/28/2025

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, MARCH 17, 2025.

1. CALL TO ORDER

Mayor Hudson called the March 17, 2025, Regular Meeting of the City Commission to order at 5:05 P.M.

2. OPENING PRAYER - DeVoshay Johnson, Sr. - Harvest Time DFC, Fort Pierce

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: City Clerk Linda Cox
Interim City Manager Devoshay Johnson
City Attorney Sara Hedges

5. APPROVAL OF MINUTES

a. Approval of the Minutes of the March 03, 2025 Regular Meeting.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve the minutes of the March 03, 2025 Regular Meeting.

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

Passed

6. **PROCLAMATIONS**

a. Vietnam Veterans Day Proclamation

7. **LETTERS TO COMMISSION**

a. Thank you card from Ellen Connor and her family expressing their gratitude to Officer Noah Clark and Detective Michael Dini for the swift and professional recovery of their vehicle in less than 24 hours.

b. Email from Charlene Adair, South Beach Beach & Parks Chair, commending Public Works Department employee Jose Sanchez and his team for their dedication and exceptional service in maintaining the City's South Beach Parks.

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

Motion was made by Commissioner Arnold Gaines, seconded by Commissioner Michael Broderick 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.

No comments

10. MISCELLANEOUS REPORTS

a. Post-event report of the 8th Annual Highwaymen Heritage Trail Art Show and Festival

Kimberlee Henton, Reporting and Grants Specialist, provided the post-event report for the 8th Annual Highwaymen Heritage Trail Art Show and Festival.

Commissioner Broderick inquired on the budget expenditure.

Ms. Henton commented that it was provided to the City Manager.

11. CONSENT AGENDA

a. Approve award of RFP 2024-048 - Nuisance Abatement Services to multiple vendors and authorize staff to initiate contract negotiations.

b. Approve recommendation from the Arts and Culture Advisory Board seeking approval of a sponsorship request from the Florida Zora Neale Hurston Education Foundation for the Zora Experience Festival 2025 and to require post reporting in accordance with the proposed sponsorship reporting requirements.

c. Approval of expenditure for annual renewal for Egnyte Inc, Mountain View, CA in the amount not to exceed $89,880.

d. Approval of expenditure to Sani Effect for emergency mold remediation at the Sunrise Theatre, totaling $94,531.28.

e. Approval to increase purchase order 250048 for an additional $30,000.00 with RDK Truck Sales, Tampa, FL to cover the cost of refuse truck rentals.

Commission Broderick pulled items 11b and 11e

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Curtis Johnson, Jr. to approve items 11a, 11c, and 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 11b
Julie Polliette, Arts Committee Chair, explained the parameters for funding, and Arts in Public Places fund usage.

Commissioner Broderick inquired on the budget request, Arts in Public Places Funding, and the current funding available.

Sara Hedges, City Attorney, commented on Ms. Polliettes' legal clarification request.

The Commission commented on the national possibilities of the festival, the Tourist Development Council's ongoing promotion of the festival and trail, an update on the committee attendance, and the funding timeline.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines approve item 11b 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
Commissioner Broderick posed concern with renting equipment, inquired on the status of purchase orders on equipment, and if this would replace a truck removed from service.

Interim City Manager, Devoshay Johnson, commented that several purchase orders are open as the equipment is on backorder.

Jason Atkinson, Director of Public Works, commented that the cost of the truck is in line with the lease, is taking a comprehensive look at the fleet overall, and a new truck is expected in three months.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines 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

12. PUBLIC HEARINGS

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a. Quasi-Judicial Hearing - Review and Approval of an application for a Conditional Use: No New Construction by applicant Lany & Claudel Romulus, to operate New Elite Academy, daycare center in the 7,711 sq. ft. building with associated site improvements, located at 2210 Orange Avenue, more specifically Parcel Control Number 2409-602-0010-000-2.

Mayor Linda Hudson asked all present to listen carefully to what City Attorney Sara Hedges would read regarding Quasi-Judicial Hearings.

Sara Hedges, City Attorney, reviewed the quasi-judicial hearing rules and procedures.

Mayor Linda Hudson called the proceeding to order.

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

Ex parte communications

Commissioner Broderick – No
Commissioner Gaines – No
Commissioner Johnson – No
Commissioner Taylor– No
Mayor Hudson – No

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

Staff Presentation:
Kerry Driver, Planner, presented the review and approval of an application for a Conditional Use with no new construction at 2210 Orange Ave.

RECOMMENDATION:
The proposed Conditional Use: No New Construction application adheres to the requirements and guidelines of the City's Comprehensive Plan. Therefore, staff recommendation is for City Commission to approve the submitted application with two (2) conditions:
Sign permits should be applied for prior to the issuance of Certificate of Occupancy (CO).
A notarized landscape maintenance agreement is due prior to the issuance of CO.

Commission Questions of Staff:
The Commission inquired on landscaping due to line of sight, traffic flow, occupancy load, what triggers conditional use, the playground area, and parking.

Kevin Freeman, Planning Director, confirmed landscaping and commented on closing the Orange Ave exit but other comments were received due to engineering issues, and staff desire to have one way in and out.

Ms. Driver confirmed the traffic flow, occupancy load, and that 26th Street will be closed off.

Ms. Hedges reiterated the quasi-judicial rules, specifically witness testimony as evidence.
Jack Andrews, Engineering, commented on concerns with running additional vehicles through a residential area, and the 22nd Street exit is not a permitted driveway.

Applicant Questions of Staff:
Lany Romulus, the applicant, had no questions for staff and provided a view of the day including parking and parents’ requirement to park and drop off their students.

Commission Question of the Applicant:
The Commission commented on traffic management.

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

Ms. Hedges reminded the Commission that if they desire additional information, the item can be moved to a date certain.

The Commission recommended the applicant manage the traffic flow and

consider obtaining permitting for 22nd Street.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve the Conditional Use application with (2) two conditions.

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

Passed

b. Legislative Hearing - Ordinance 25-017 - Final Budget Amendment of the FY 2023-24 General Fund Budget. FIRST READING

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

ORDINANCE NO. 25-017
AN ORDINANCE AMENDING THE 2023-24 BUDGET OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2023-24 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE. FIRST READING

Johnna Morris, Director of Finance, presented the Final Budget Amendment of the FY 2023-24 General Fund Budget.

The Commission inquired on the excess fund balance, current debt, and personnel costs.

Ms. Morris commented on the excess fund balance, the debt load and completing debt service payments by 2032, and personnel costs.

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 Michael Broderick to approve Ordinance No. 25-017.

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

Passed

13. CITY COMMISSION

a. Resolution 25-R22 Appointing Staci Dunn to the Keep Fort Pierce Beautiful Advisory Board as Mayor Hudson's appointee.

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

RESOLUTION NO. 25-R22
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, CERTIFYING THE APPOINTMENT OR REAPPOINTMENT OF MEMBERS TO THE KEEP FORT PIERCE BEAUTIFUL ADVISORY BOARD; PROVIDING FOR AN EFFECTIVE DATE.

Motion was made by Commissioner Michael Broderick, seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R22 appointing Staci Dunn.

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

Passed

b. Resolution 25-R25 approving City Manager contract.

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

RESOLUTION NO. 25-R25
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING CITY MANAGER CONTRACT; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING AN EFFECTIVE DATE.

Ms. Hedges commented on the contract with Mr. Chess including the removal of reference to the FPRA Director and the increase in moving costs to include the language “up to”.

The Commission inquired about what constitutes a satisfactory review for the five percent increase, and the parameters of the City limits.

Ms. Hedges commented on the review criteria for the increase after six months and clarification for Mr. Chess, on the City limits.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Arnold Gaines to approve Resolution No. 25-R25.

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

NAY: Commissioner Michael Broderick

Passed

c. Resolution 25-R26 approving the FY 2024 Final Budget Amendment for Grant Funds.

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

RESOLUTION NO.25-R26
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA; APPROVING THE FINAL BUDGET AMENDMENT FOR CITY OF FORT PIERCE GRANT FUNDS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; AND PROVIDING FOR AN EFFECTIVE DATE.

Johnna Morris, Director of Finance, was available for questions.

Commissioner Broderick inquired on the hiring of a new grant writer.

Ms. Morris confirmed the hiring of a new grant writer.

Commissioner Johnson requested the presentation of the FY2024 final budget amendment.

Ms. Morris commented on CDBG, SHIP, and budget revenue and expenditures adjustments.

Commissioner Johnson discussed the funds that are available for citizens to use for home rehabilitation.

Ms. Morris briefly explained the criteria and why some of the proposed projects could not proceed.

Motion was made by Commissioner Curtis Johnson, Jr., seconded by Commissioner Michael Broderick to approve Resolution No. 25-R26.

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

Passed

14. COMMENTS FROM THE PUBLIC

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

No comments

15. COMMENTS FROM THE CITY MANAGER

Interim City Manager, Devoshay Johnson commented on the notification of a grant from the Children's Service Council for the summer program.

City Clerk, Linda Cox commented on the special FPRA meeting scheduled for March 31, 2025.

City Attorney, Sara Hedges – No comments

16. COMMENTS FROM THE COMMISSION

Commissioner Johnson commented on streamlining the process with The Florida League of Cities.

Ms. Hedges commented that the letter would need to be approved during a public meeting.

The City Manager's office can provide a letter for consideration at a meeting.

Mayor Hudson commented on the form provided by the Treasure Coast Regional League of Cities.

Interim City Manager Johnson commented that the form is forthcoming.

Commissioner Gaines commented on public notification of bills in the legislature.

Commissioner Taylor provided an update on TDC funds.

Commissioner Broderick inquired on the TDC funds and legislation.

Mayor Hudson commented on the legislation, development input, and lobbying next month.

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 7:04 p.m.

ATTEST:

_____ _____

CITY CLERK MAYOR COMMISSIONER

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

Meeting Date: 04/07/2025

Re: Sexual Assault Awareness Month

Submitted For: Linda Cox, City Clerk, City Clerk

SUBJECT:

Sexual Assault Awareness Month

Attachments

Sexual Assault Awareness Month

Form Review

Form Started By: Latoya Ransom Started On: 03/27/2025 03:27 PM

Final Approval Date: 03/27/2025

WHEREAS, April is Sexual Assault Awareness Month and calls attention to the fact that sexual violence is a widespread public health problem; and

WHEREAS, every day, too many women, men, and children across Florida suffer the pain and trauma of sexual assault in all of its forms; and

WHEREAS, during National Sexual Assault Awareness Month, we recommit ourselves to lifting the veil of secrecy and shame surrounding sexual violence, expanding support and understanding for survivors, and strengthening our response; and

WHEREAS, at every level we must work to provide necessary resources to survivors of sexual assault, without judgment and with dignity, including medical attention, mental health services, relocation and housing assistance, and advocacy during the criminal justice process.

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

Sexual Assault Awareness Month

in Fort Pierce, Florida, and encourage all residents, law enforcement agencies, health care providers, and community and private organizations to support survivors of sexual assault and to work together to prevent these crimes in our community.

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 7th day of April 2025.

MAYOR/COMMISSIONER

City Commission Regular Meeting **7. a.**

Meeting Date: 04/07/2025

Re: Email from Michael Sickenius

Submitted For: Nick Mimms, City Manager, City Manager

SUBJECT:

Michael Sickenius expressed his appreciation for the Building Department's professionalism and helpfulness in resolving issues with the Seascape buildings at Ocean Village.

Attachments

Email

Form Review

Inbox	Reviewed By	Date
City Manager	Devoshay Johnson	03/12/2025 05:55 PM

Form Started By: Jennifer Robinson Started On: 03/12/2025 03:40 PM

Final Approval Date: 03/12/2025

From: msickenius@aol.com <msickenius@aol.com>
Sent: Friday, March 7, 2025 2:14:57 PM
To: Linda Hudson <LHudson@cityoffortpierce.com>
Cc: Jim Dobbin <jdobbinmd@gmail.com>; Nancy Scott <nscott0719@gmail.com>
Subject: Building Department

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Mayor Hudson

I want to let you know that the Building Department has been extremely helpful with addressing some issues that we recently had with our three Seascape buildings at Ocean Village. As you may recall, we have worked with the city numerous times when I was overseeing the design and construction of our new Community Center.

Our HOA president Jim Dobbin shared with our building committee this week that everyone in the office was extremely helpful and professional with getting our issue resolved.

Please let them know that their assistance was recognized as very supportive and professional. A pleasure to deal with.

Thank you
Michael Sickenius

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

Meeting Date: 04/07/2025

Re: Change Order 1 for Specific Authorization 7 to EDC to complete Avenue D desig

Submitted For: Selena Griffett, Project Engineer, Engineering

SUBJECT:

Approval of Change Order 1 for Specific Authorization 7 to EDC, Inc. in the amount of $4,800.00 to complete the design services for Avenue D from US 1 to Indian River Drive to reflect citizen input and design changes.

SUMMARY:

RFQ 2019-027 Specific Authorization No. 7 was issued in 2021 to EDC for professional design services for Avenue D from US 1 to Indian River Drive. The design needs to be revised due to citizen comments and to accommodate the new design for the Indian River Drive project. The city coordinated with EDC for a Change Order to complete the design. This Change Order will also be presented to the FPRA Board at their April 8, 2025 meeting.

RECOMMENDATION:

Staff recommends approving Change Order 1 to Specific Authorization 7 for the completion of the design of Avenue D from US 1 to Indian River Drive.

ALTERNATIVES:

Staff can coordinate with another continuing service consultant to complete the design, or advertise for final design services. Either option would result in significant delays.

RESPONSIBLE STAFF:

Selena Griffett
Jack Andrews

COORDINATED WITH:

EDC (consultant)

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025
Account: 1049400-563100
Amount: $4800.00
FISCAL IMPACT:
FPRA Account

Attachments

Exhibit A - Change Order1
Original Contract and SA No 7
Human Trafficking Affidavit
City Attorney Review

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/25/2025 01:59 PM
City Manager	Devoshay Johnson	03/25/2025 03:46 PM
Form Started By: Selena Griffett		Started On: 02/06/2025 10:10 AM
Final Approval Date: 03/25/2025		

SPECIFIC AUTHORIZATION NO. 7

CHANGE ORDER NO. 1

AVENUE D ROADWAY RECONSTRUCTION (INDIAN RIVER DRIVE TO 29TH STREET)

RFQ No. 2019-027

Date: January 9, 2025

Consultant: Engineering Design & Construction, Inc.

ORIGINAL CONTRACT AMOUNT	:	$ 92,575.00
CURRENT CONTRACT AMOUNT INCLUDING PREVIOUS CHANGE ORDERS	:	$ 92,575.00
NET CONTRACT AMOUNT **INCREASE** RESULTING FROM THIS CHANGE ORDER	:	**$ 4,800.00**
PROPOSED CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER	:	**$ 97,375.00**
CURRENT CONTRACT EXPIRATION DATE	:	April 21, 2022
PROPOSED CONTRACT EXPIRATION DATE	:	April 8, 2025

CHANGES ORDERED:

I. GENERAL:

This Change Order includes compensation for design services associated with the improvements to the Avenue D from US 1 to Indian River Drive reconstruction project; described in RFQ 2019-027, Amendments, and Specific Authorization No. 7 attached as Exhibit "A". The FPRA Board approved the funding of Specific Authorization No. 7 on November 9, 2021. The additional pay items are listed below and attached in the proposed Work Authorization as Exhibit "B". All CONDITIONS, SUPPLEMENTARY CONDITIONS, SPECIFICATIONS, and all parts of the Project Manual listed in Article 1, Definitions of the GENERAL CONDITIONS, apply to and govern all the Work under this Change Order.

II. REQUIRED CHANGES/COST ADJUSTMENTS:

Revised Construction, Landscape/Irrigation Plans	$3,360.00
Revised Lighting Plans	$1,440.00
TOTAL FEE	**$4,800.00**

A list of hourly rates for compensation is included in Specific Authorization No. 7, attached in Exhibit "A".

III. JUSTIFICATION:

The design of the reconstruction of Avenue D has been revised to include reconstruction of pavement, sidewalks, drainage, speed control elements, landscaping, lighting, and irrigation. Additional work is required to accommodate requests from the public.

IV. PAYMENT:

Funding of the additional $4,800.00 shall be encumbered from the Fort Pierce Redevelopment Authority Account No. 1049400-563100.

V. APPROVAL AND CHANGE AUTHORIZATION:

Acknowledgments: The aforementioned change, and work affected thereby, is subject to all provisions of the original contract documents not specifically changed by this Change Order; and it is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Contract other than the matters expressly provided herein.

RECOMMENDED BY:
John R. Andrews, P.E
Deputy City Manager

By: _____ Date: 3/12/25
Signature

APPROVED AS TO FORM AND CORRECTNESS:
Sara Hedges
City Attorney

By: _____ Date: _____
Signature

CITY APPROVED BY:
Linda Hudson
Mayor

By: _____ Date: _____
Signature

FPRA APPROVED BY:
Linda Hudson
Chairperson

By: _____ Date: _____
Signature

ATTEST:
Linda Cox
City Clerk

By: _____ Date: _____
Signature

ACCEPTED BY:
David Baggett, P.E.
Regional Manager-Engineering

By: _____ Date: 3/12/2025
Signature

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

July 30, 2020

Engineering Design & Construction, Inc.
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987
Attn: Roderick J. Kennedy, P.E., President

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

Dear Mr. Kennedy:

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

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

Sincerely,

CITY OF FORT PIERCE

Latonya Hubbard

Latonya Hubbard
Purchasing Agent

/lh

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

NOTICE TO AWARD

Date: June 23, 2020

To: Engineering Design & Construction, Inc.
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987
Attn: Roderick J. Kennedy, P.E., President

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

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

Commission Approval: Monday, February 18, 2020

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

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

Please take the following actions:

1. Execute Agreement and Notice of Award.

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

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

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

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

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

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

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

OWNER:

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

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

Date: 6-23-20

ACKNOWLEDGE RECEIPT OF NOTICE:

CONTRACTOR:
ENGINEERING DESIGN & CONSTRUCTION, INC.

BY: _____

President
Title

6-29-20
Date

END OF SECTION

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

THIS CONTRACT is made as of the 23rd day of July, 2020 by and between the City of Fort Pierce, Florida, a political subdivision of the State of Florida, hereinafter referred to as the "City", and **ENGINEERING DESIGN & CONSTRUCTION, INC.,** hereinafter referred to as "Consultant".

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

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

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

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

1. SERVICES

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

2. TERM

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

3. TECHNICAL AND PROFESSIONAL SERVICES

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

4. PERIOD OF SERVICE; WORK AUTHORIZATIONS

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

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

B. If the Consultant's services called for under this Agreement are delayed for reasons beyond the Consultant's control, the time of performance shall be adjusted appropriately.

C. Specific work assignments shall be set forth in individual Work Authorizations, which will be issued to the Consultant. All Work Authorizations shall be executed on behalf of the City in accordance with the City Purchasing Policy. The Work Assignments shall describe the scope of the work to be performed and shall set forth the schedule for completion of the work.

The City shall provide all criteria and full information as to City's requirements for the assignment and designate in writing a person with authority to act on City's behalf on all matters concerning this assignment.

5. TIME OF PERFORMANCE

Each project performed pursuant to this Agreement shall be performed in a timely manner without unreasonable delay within the time period identified in the work authorization.

If the work is not fully completed according to the terms of the Contract and within the time limits stipulated in the individual work authorization, it is hereby acknowledged that the City will suffer damages which are not capable of ascertainment or calculation, and therefore the Consultant shall pay the City liquidated damages, a sum of which will be outlined in each individual work authorization, per day for each day following the required completion date, until the date upon which actual completion occurs.

6. COMPENSATION

The Consultant shall be compensated for all services satisfactorily completed in accordance with the terms and conditions of this Agreement and each work order. All invoices presented to the City for payment shall be on a Request for Payment form approved by the City.

7. GENERAL CONDITIONS

A. It is understood and agreed that the Consultant's services under this Agreement do not include participation, whatsoever, in any litigation. Should such services be required, a supplemental agreement may be negotiated between the City and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

B. Upon the Consultant's written request, the City will furnish or cause to be furnished such reports, studies, instruments, documents, and other information as the Consultant and City mutually deem necessary; and the Consultant may rely upon same in performing the services required under this Agreement.

8. TRUTH-IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of as truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sums by which City determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

9. DEFAULT/TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered a default under this Agreement:

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

2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.

3) If the Consultant disregards laws, ordinances, or the instructions of the Project Manager or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for work satisfactorily completed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the City shall compensate the Consultant for all authorized work satisfactorily performed through the termination date.

10. SUBCONSULTANTS AND SUBCONTRACTORS

In the event the Consultant requires the services of any subconsultant, subcontractor or professional associate in connection with the services to be provided under this Agreement, Consultant shall secure the written approval of City Project Manager before engaging such subconsultant, subcontractor or professional associate.

If a subconsultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the subconsultant to complete the work in a timely fashion, the Consultant shall promptly do so, subject to acceptance of the new subconsultant by the City. The substitution of a subcontractor shall not be adequate cause to excuse a delay in the performance any portion of this Contract as set forth in the Scope of Work.

The Consultant, its subconsultants, agents, servants, or employees agree to be bound by the Terms and Conditions of this Contract and its agreement with the subconsultant for work to be performed for the City the Consultant must incorporate the terms of this Contract.

11. FEDERAL AND STATE TAX

The City is exempt from payment of Florida State Sales and Use Taxes.

The City will sign an exemption certificate submitted by the Consultant. The Consultant shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the City, nor is the Consultant authorized to use the City's Tax Exemption Number in securing such materials.

The Consultant shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

12. INSURANCE

CONSULTANT shall, at its own expense, procure and maintain throughout the term of this Contract, with insurers acceptable to the CITY, the types and amounts of insurance conforming to the minimum requirements set forth herein.

A. EVIDENCE OF INSURANCE

Consultant shall not commence work until the required insurance is in force and evidence of insurance acceptable to the CITY has been provided to, and approved by, the CITY. The CITY at all times reserves the right to request such additional documentation and evidence of insurance as in its sole discretion it may require and the CONSULTANT hereby agrees to provide same.

With respect to the Workers' Compensation/Employer's Liability Insurance, Professional Liability and Business Auto Liability Insurance, an appropriate Certificate of Insurance (which identifies the project), and a copy of the actual notice of cancellation endorsement(s) as issued on the policy(ies), signed by an authorized representative of the insurer(s) shall be satisfactory evidence of insurance. With respect to the Commercial General Liability, an appropriate Certificate of Insurance (which identifies the project) signed by an authorized representative of the insurer, and copies of the actual additional insured and notice of cancellation endorsements as issued on the policy(ies), shall be satisfactory evidence of such insurance.

If the insurance policies expire or terminate during the term of this Agreement CONSULTANT shall provide CITY with renewal or replacement evidence of the insurance, including endorsements, no less than fifteen (15) days before the expiration or termination of the insurance for which previous evidence of insurance has been provided.

Notwithstanding the prior submission of a Certificate of Insurance, copies of endorsements, or other evidence initially acceptable to CITY, if requested by CITY, CONSULTANT shall, within thirty (30) days after receipt of a written request from CITY, provide CITY with a certified copy or certified copies of the policy or policies providing the coverage required. CONSULTANT may redact or omit, or cause to be redacted or omitted, those provisions of the policy or policies which are not relevant to the insurance required.

B. DESCRIPTION OF REQUIRED INSURANCE

CONSULTANT shall be responsible for all damage to person and/or property resulting from its negligent acts, reckless or intentional misconduct, errors or omissions or those of its subcontractors, agents or employees in connection with such services and shall be responsible for all parts of its work, both temporary and permanent.

1) Workers' Compensation/Employer's Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than any endorsements required by NCCI or the State of Florida. In addition to coverage for the Florida Workers' Compensation Act, where appropriate,

coverage is to be included for the Federal Employer's Liability Act and any other applicable Federal or State law.

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

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

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

2) Commercial General Liability Insurance.

Such insurance shall be no more restrictive than that provided by the latest edition of the standard Commercial General Liability Form (Form CG 00 01) as filed for use in the State of Florida by the Insurance Services Office (ISO), without any restrictive endorsements other than any endorsements specifically required by ISO or the State of Florida.

The coverage may include restrictive endorsements which exclude coverage for liability arising out of:

Mold, fungus, or bacteria
Terrorism
Silica, asbestos or lead
Sexual molestation

CITY and its officials, officers and employees shall be included as an "Additional Insured" on a form no more restrictive than ISO form CG 20 10 (Additional Insured - Owners, Lessees, or Consultant).

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

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

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

3) Automobile Liability Insurance.

Such insurance shall be no more restrictive than that provided by Section II (Liability Coverage) of the most recent version of the standard Business Auto Policy (ISO Form CA 00 01) without any restrictive endorsements, including coverage for liability contractually assumed, and shall cover all owned, non-owned, and hired autos used in connection with the performance of the Work.

The policy must be endorsed to provide CITY with 30 days prior written notice of cancellation.

Such insurance shall not be subject to any aggregate limit and the minimum limits (inclusive of any amounts provided by an umbrella or excess policy) shall be:

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

4) Professional Liability

Such insurance shall be on a form acceptable to CITY and shall cover errors and omissions arising out of the provision of the services required by this RFQ. Coverage must be provided on an Occurrence Form or, if on a Claims Made Form, the retroactive date must be no later than the first date of this Contract and such claims-made coverage must respond to all claims reported within three years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis. The insurance provided by CONSULTANT shall be endorsed to provide CITY with 30 days prior written notice of cancellation. A maximum deductible or self-insured retention of $10,000 per claim/occurrence shall be permitted for this coverage.

The minimum amount of coverage (inclusive of any amounts provided by an umbrella or excess policy) shall be no less than:

$3,000,000 Each Claim/Annual Aggregate

5) Miscellaneous Provisions

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

Except as otherwise specifically authorized in this Agreement, or for which prior written approval has been obtained hereunder, the insurance maintained by CONSULTANT shall apply on a first dollar basis without application of a deductible or self-insured retention. Under limited circumstances, CITY may permit the application of a deductible or permit CONSULTANT to self-insure, in whole or in part, one or more of the insurance coverages required by this Agreement. In such instances, CONSULTANT shall pay on behalf of CITY or CITY's officials, officers and employees any deductible or self-insured retention applicable to a claim against CITY or CITY's officials, officers and employees.

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Additional Insured on the Commercial General Liability

City of Fort Pierce and its officials, officers and employees.

13. INDEMNIFICATION

The Consultant covenants and agrees at all times to save, hold, and keep harmless the City, its Officials, Employees, and Agents, and indemnify the City, its Officials, Employees, and Agents, against any and all claims, demands, penalties, judgments, court costs, reasonable attorney's fees for personal injury and loss of property to the extent arising out of or in any way connected or arising out of the Consultant's negligence, recklessness or intentional wrongful conduct in the performance of this Agreement.

The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

It is the specific intent of the parties hereto that the foregoing indemnification complies with Florida Statute 725.06 (Chapter 725).

The Consultant, without exemption, shall indemnify and hold harmless, the City, its employees, representatives and elected officials from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Consultant. Further, if such a claim is made, or is pending, the Consultant may, at its option and expense, procure for the City the right to use, replace, or modify the item to render it non-infringing. If none of the alternatives are reasonably available, the City agrees to return the article on request to the Consultant and receive reimbursement. If the Consultant used any design, device or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.

14. ASSIGNMENT

The City and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representatives, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the City nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

The Consultant agrees that the persons named in the scope of work shall provide services as described therein. The services of the person(s) so named are a substantial inducement and material consideration for this Agreement. In the event such persons can no longer provide the services required by this Agreement, the Consultant shall immediately notify the City in writing and the City may elect to terminate this Agreement without any liability to the Consultant for unfinished work product. The City may elect to compensate the Consultant for unfinished work product, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

15. PUBLIC RECORDS

A. City strictly adheres to all statutes, court decisions and the opinions of the Florida Attorney General with respect to disclosure of public information under Chapter 119, Florida Statutes. In accordance with Chapter 119, Florida Statutes, Consultant shall comply with all public records laws, specifically to:

B. Keep and maintain public records required by City to perform the service.

C. Upon request from City's custodian of public records, provide City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if Consultant does not transfer the records to City.

E. Upon completion of the Contract, transfer, at no cost, to City all public records in possession of Consultant or keep and maintain public records required by City to perform the service. If Consultant transfers all public records to City upon completion of the Contract, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of the Contract, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

F. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS THROUGH THE CITY CLERK AT 772-467-3065, lcox@cityoffortpierce.com, 100 North U.S. 1, Fort Pierce, FL 34950.

16. CONFLICT OF INTEREST

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

The Consultant shall promptly notify the City in writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the City as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest if entered into by the Consultant.

The City agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the City, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the City shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the City by the Consultant under the terms of this Agreement

17. EXCUSABLE DELAYS (FORCE MAJEURE)

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control, (all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions; acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. Provided, however, that market conditions, labor conditions, construction industry price trends and similar matters which normally affect the bidding process shall not be considered a Force Majeure. Financial difficulty shall not be considered a Force Majeure. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and City shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period.

18. PLEDGE OF CREDIT, ARREARS

The Consultant shall not pledge the City's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

19. DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All original sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement are and remain the property of the City as instruments of service. The Consultant shall furnish copies to the City upon completion of such documents.

The City shall, at no additional expense, be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for it by the Consultant. Consultant shall likewise submit copies of all field notes, calculation sheets and computer discs to the City.

20. INDEPENDENT CONSULTANT RELATIONSHIP

The relationship of the Consultant to the City will be solely that of a consultant. The Consultant is an independent consultant and is not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent consultant, between the City and the Consultant, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement. The Consultant will provide the professional and technical services required for the successful completion of this Agreement in accordance with practices generally acceptable within the industry and good ethical standards.

21. ATTORNEYS' FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

22. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

23. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

24. AUDIT

The Consultant agrees that the City or any of its duly authorized representatives shall, until the expiration of three (3) years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found based on audit

examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the City the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or three (3) years after completion of the project and issuance of the final certificate, whichever is sooner.

25. NON DISCRIMINATION

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

26. AUTHORITY TO PRACTICE

The City represents that it is a political subdivision of the State of Florida with the authority to engage the Consultant and to accept the obligation for payment for the services.

The Consultant hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the City's representative on an annual basis.

27. SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

28. COMPLETE AGREEMENT

This Agreement states the entire understanding between the parties and supersedes any prior written or oral representations, statements, negotiations, or agreements to the contrary. The Consultant recognizes that any representations, statements or negotiations made by the City staff do not suffice to legally bind the City in a contractual relationship unless they have been reduced to writing, authorized, and

signed by an authorized City representative. This Agreement shall bind the parties, their assigns, and successors in interest.

29. AMENDMENT

This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto.

30. MODIFICATIONS OF WORK

The City reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the City's notification of a contemplated change, the Consultant shall, in writing:

A. Provide a detailed estimate for the increase or decrease in cost due to the contemplated change,

B. Notify the City of any estimated change in the completion date, and

C. Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Contract.

If the City so instructs in writing, the Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the City's decision to proceed with the change.

If the City elects to make the change, the City shall initiate a Contract Amendment and the Consultant shall not commence work on any such change until the authorized representative for the City signs such written Amendment.

31. NOTICE

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

City:
City of Fort Pierce
Attn: Purchasing Department
P.O. Box 1480
Fort Pierce FL 34954-1480

Consultant:
Engineering Design & Construction
Attn: Roderick J. Kennedy, P.E., President
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery

is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

32. INTERPRETATION; CAPTIONS AND HEADINGS

This Agreement shall be interpreted as a whole unit. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

33. WAIVER

No waiver by the City of any provision of this Contract shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other provision or the enforcement thereof. City's consent to or approval of any act by Consultant requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by Consultant requiring consent or approval, whether or not similar to the act so consented or approved.

34. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors and assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The City undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

35. GOVERNING LAW; VENUE

This Agreement and the rights of the parties shall be governed by and construed or enforced in accordance with the laws of the State of Florida. Venue for any action arising out of this Agreement is in the Circuit Court of St. Lucie County, Florida. Any action shall be tried as a non-jury case.

36. DISPUTE RESOLUTION

Any disputes relating to interpretation of the terms of this Contact or a question of fact or arising under this Contract shall be resolved through good faith efforts upon the part of the Consultant and the City or its Project Manager. At all times, the Consultant shall carry on the work and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the City or its representatives, pending resolution of the dispute. A City Administrator shall decide any dispute which is not resolved by mutual agreement. The decision of the City Administrator shall be in writing and shall be final and conclusive unless determined by a court of competent

jurisdiction to be fraudulent, capricious, arbitrary, so grossly erroneous as to necessarily imply bad faith, or not be supported by substantial evidence.

37. MEDIATION

Prior to initiating any litigation concerning this Contract, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for City. The parties shall share the fee of the mediator equally. To the extent allowed by law, the mediation process shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue. In the event that mediation is unsuccessful, either party may bring an action to enforce its rights in a Florida court of appropriate venue and jurisdiction.

38. ANTITRUST ASSIGNMENT

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

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

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Peter Sweeney, City Attorney

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

CONSULTANT:
ENGINEERING DESIGN & CONSTRUCTION, INC.

By: _____

Print: Roderick J. Kennedy

Title: President

Today's Date: June 29, 2020

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CONTRACT FORMS

Please complete and forward

along with the agreement.

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

NON-COLLUSION AFFIDAVIT
FOR PRIME BIDDER

STATE OF Florida

COUNTY OF St. Lucie

Roderick J. Kennedy, being first duly sworn, deposes and says:

That he is President
(a partner or officer of the firm, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Engineering Design + Construction, Inc.
(Firm Name)

By: RJK

Title: President

Subscribed and sworn to before me this 29
day of, June 2020.

Nancy L. Stamm
Notary Public

My Commission expires: (Seal)

12/13/2022

NOTARY PUBLIC STATE OF FLORIDA
NANCY L. STAMM
MY COMMISSION # GG284356
EXPIRES: December 13, 2022

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location under his/her control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors for specific time periods) he/she will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: June 29, 2020

Official Address (Including Zip Code):

Engineering Design + Construction, Inc.
10250 SW Village Parkway, Suite 201
Port St. Lucie, FL 34987

By: _____
Name

Roderick J. Kennedy
Name (Typed or Printed)

President
Title

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING
DEPARTMENT

DRUG-FREE WORKPLACE FORM

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

Engineering Design + Construction, Inc. does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

June 29, 2020
Date

ENGIDES-03 CRZACA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/29/2020

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

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

PRODUCER R V Johnson Agency, Inc. 2041 SE Ocean Blvd Stuart, FL 34996	CONTACT NAME: Carol Rzaca - Ext. 233 PHONE (A/C, No, Ext): (772) 287-3366 FAX (A/C, No): (772) 287-4255 E-MAIL ADDRESS: crzaca@rvjohnson.com
INSURED Engineering Design and Construction Inc 10250 SW Village Parkway Suite 201 Port Saint Lucie, FL 34987	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Southern Owners Insurance — 10190 INSURER B : Zenith Insurance Company — 13269 INSURER C : Maxum Indemnity Company — 26743 INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR			72459459	11/21/2019	11/21/2020	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X Blanket Addl Ins						MED EXP (Any one person)	$ 10,000
	X Blanket Waiver						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	[ ]							$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 5,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE			4945945901	11/21/2019	11/21/2020	AGGREGATE	$ 5,000,000
	[ ] DED X RETENTION $ 10,000							$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH)	N/A		Z066296216	8/20/2020	8/20/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Professional E&O			PFP603209203	12/4/2019	12/4/2020	Ea Occurrence	5,000,000
C	Professional E&O			PFP603209203	12/4/2019	12/4/2020	Aggregate	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Fort Pierce and its officials, officers and empoyees are included as additional insured for General Liability. 30 days written notice of cancellation and 10 day notice for non payment of premium.

CERTIFICATE HOLDER

City of Ft Pierce, Attn: Purchasing Department
P O BOx 1480
Fort Pierce, FL 34954

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



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WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

TheZenith

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.) The charge for this endorsement shall be 2.0 percent of the policy premium.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 08/20/2019
Insured ENGINEERING DESIGN & CONSTRUCTION, INC.
Policy No. Z066296216 FSMG
Policy Period 08/20/2019 To 08/20/2020
Issued On 06/21/2019

ZENITH INSURANCE COMPANY - 13145

PRESIDENT

At Orlando, FL

WC-00-03-13
(Ed. 04-98)

Endorsement No. 11

Agent Copy

55200 (6-96)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF LOCATION AND PROJECT AGGREGATE LIMITS OF INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

1. The General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations" owned by or rented to you.

   "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

2. The General Aggregate Limit under LIMITS OF INSURANCE (SECTION III) applies separately to each of your projects away from premises owned by or rented to you.

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COMMERCIAL GENERAL LIABILITY
55373 (1-07)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM.

A. Under **SECTION II - WHO IS AN INSURED**, the following is added:

A person or organization is an Additional Insured, only with respect to liability arising out of "your work" for that Additional Insured by or for you:

1. If required in a written contract or agreement; or
2. If required by an oral contract or agreement only if a Certificate of Insurance was issued prior to the loss indicating that the person or organization was an Additional Insured.

B. Under **SECTION III - LIMITS OF INSURANCE**, the following is added:

The limits of liability for the Additional Insured are those specified in the written contract or agreement between the insured and the owner, lessee or contractor or those specified in the Certificate of Insurance, if an oral contract or agreement, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the limits of insurance shown in the Declarations.

C. **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS**, is amended as follows:

1. The following provision is added to **4. Other Insurance**:

This insurance is primary for the Additional Insured, but only with respect to liability arising out of "your work" for that Additional Insured by or for you. Other insurance available to the Additional Insured will apply as excess insurance and not contribute as primary insurance to the insurance provided by this endorsement.

2. The following provision is added:

Other Additional Insured Coverage Issued By Us

If this policy provides coverage for the same loss to any Additional Insured specifically shown as an Additional Insured in another endorsement to this policy, our maximum limit of insurance under this endorsement and any other endorsement shall not exceed the limit of insurance in the written contract or agreement between the insured and the owner, lessee or contractor, or the limits provided in this policy, whichever is less. Our maximum limit of insurance arising out of an "occurrence", shall not exceed the limit of insurance shown in the Declarations, regardless of the number of insureds or Additional Insureds.

All other policy terms and conditions apply.

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3) Being disposed of, stored, treated or processed into or upon the "auto";

(b) Before such "pollutants" or property containing "pollutants" are moved from the place they are accepted by you or anyone acting on your behalf for placement into or onto the "auto"; or

(c) After such "pollutants" or property containing "pollutants" are removed from the "auto" to where they are delivered, disposed of or abandoned by you or anyone acting in your behalf.

c. (1) (a) above does not apply to "pollutants" that are needed or result from the normal mechanical, electrical or hydraulic functioning of the "auto" or its parts, if the discharge, release, escape, seepage, migration or dispersal of such "pollutants" is directly from a part of the "auto" designed to hold, store, receive or dispose of such "pollutants" by the "auto" manufacturer.

c. (1) (b) and **c. (1) (c)** above do not apply, if as a direct result of maintenance or use of the "auto", "pollutants" or property containing "pollutants" which are not in or upon the "auto", are upset, overturned or damaged at any premises not owned by or leased to you. The discharge, release, escape, seepage, migration or dispersal of the "pollutants" must be directly caused by such upset, overturn or damage.

(2) Any loss, cost or expense arising out of any:

(a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or

(b) Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of "pollutants".

d. "Bodily injury" or "property damage" however caused, arising directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

e. "Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. However, if the insurance under this policy does not apply to the liability of the insured, it also does not apply to such liability assumed by the insured under an "insured contract".

(2) That the insured would have in the absence of the contract or agreement.

f. "Property damage" to:

(1) Property owned or being transported by, or rented or loaned to any insured; or

(2) Property in the care, custody or control of any insured other than "property damage" to a residence or a private garage by a private passenger "auto" covered by this coverage.

g. "Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of employment by the insured; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies:

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(1) Whether the insured may be liable as an employer or in any other capacity; and

(2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to:

(1) Liability assumed by the insured under an "insured contract".

(2) "Bodily injury" to any "employee" of the insured arising out of and in the course of his domestic employment by the insured unless benefits for such injury are in whole or in part either payable or required to be provided under any workers compensation law.

Who Is An Insured

With respect to only this coverage, **SECTION II - WHO IS AN INSURED**, is deleted and replaced by the following:

SECTION II - WHO IS AN INSURED

Each of the following is an insured with respect to this coverage:

a. You.

b. Your partners if you are designated in the Declarations as a partnership or a joint venture.

c. Your members if you are designated in the Declarations as a limited liability company.

d. Your "executive officers" if you are designated in the Declarations as an organization other than a partnership, joint venture or limited liability company.

e. Any person using the "auto" and any person or organization legally responsible for the use of an "auto" not owned by such person or organization, provided the actual use is with your permission.

None of the following is an insured:

a. Any person engaged in the business of his or her employer with respect to "bodily injury" to any co-"employee" of such person injured in the course of employment.

b. Any person using the "auto" and any person other than you, legally responsible for its use with respect to an "auto" owned or registered in the name of:

(1) Such person; or

(2) Any partner or "executive officer" of yours or a member of his or her household; or

(3) Any "employee" or agent of yours who is granted an operating allowance of any sort for the use of such "auto".

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business", other than an "auto business" you operate.

d. The owner or lessee (of whom you are a sublessee) of a hired "auto" or the owner of an "auto" you do not own or which is not registered in your name which is used in your business or any agent or employee of any such owner or lessee.

e. Any person or organization with respect to the conduct of any current or past partnership or joint venture that is not shown as a Named Insured in the Declarations.

Additional Definitions

The following definition applies to only this coverage:

"Auto business" means the business or occupation of selling, repairing, servicing, storing or parking "autos".

Limits of Insurance

With respect to only this coverage, **SECTION III - LIMITS OF INSURANCE**, is deleted and replaced by the following:

SECTION III - LIMITS OF INSURANCE

a. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:

(1) Insureds;

(2) Claims made or "suits" brought; or

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(3) Persons or organizations making claims or bringing "suits".

b. We will pay damages for "bodily injury" or "property damage" up to the limits of liability stated in the Declarations for this coverage. Such damages shall be paid as follows:

(1) When Hired Auto and Non-Owned Auto Each Occurrence Limit is shown in the Declarations, such limit is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" and "property damage" in any one "occurrence".

(2) When Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence Limit and Property Damage Hired Auto and Non-Owned Auto Each Occurrence Limit are shown in the Declarations:

(a) The limit shown for Bodily Injury Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "bodily injury" in any one "occurrence".

(b) The limit shown for Property Damage Hired Auto and Non-Owned Auto Each Occurrence is the total amount of coverage and the most we will pay for all damages because of or arising out of all "property damage" in any one "occurrence".

3. **BROADENED SUPPLEMENTARY PAYMENTS**

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY, COVERAGE B. PERSONAL INJURY AND ADVERTISING INJURY LIABILITY** and **SUPPLEMENTARY PAYMENTS - COVERAGES A AND B**:

Paragraph **4.**, the amount we will pay for the actual loss of earnings is increased from $250 per day to $400 per day.

4. **ADDITIONAL PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT**

If the endorsement, EXCLUSION - PRODUCTS COMPLETED OPERATIONS HAZARD, CG 21 04, is not attached to this policy, then the following is added to **SECTION III - LIMITS OF INSURANCE**:

Commencing with the effective date of this policy, we will provide one additional Products-Completed Operations Aggregate Limit, for each annual period, equal to the amount of the Products-Completed Operations Aggregate Limit shown in the Declarations. The maximum Products-Completed Operations Aggregate Limit for any annual period will be no more than two times the original Products-Completed Operations Aggregate Limit.

5. **PERSONAL INJURY EXTENSION**

a. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is attached to this policy, then this provision, **5.** PERSONAL INJURY EXTENSION, does not apply.

b. If the endorsement EXCLUSION - PERSONAL INJURY AND ADVERTISING INJURY, 55350, is not attached to this policy, then under **SECTION V - DEFINITIONS, 15.** "Personal injury" is deleted and replaced by the following:

15. "Personal injury" means, other than "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies by or on behalf of its owner, landlord or lessor;

d. Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication of material that violates a person's right of privacy; or

f. Discrimination, humiliation, sexual harassment and any violation of civil rights caused by such discrimination, humiliation or sexual harassment.

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6. **BROADENED KNOWLEDGE OF OCCURRENCE**

Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**, the following paragraph is added:

Paragraphs **a.** and **b.** of this condition will not serve to deny any claim for failure to provide us with notice as soon as practicable after an "occurrence" or an offense which may result in a claim:

a. If the notice of a new claim is given to your "employee"; and

b. That "employee" fails to provide us with notice as soon as practicable.

This exception shall not apply:

a. To you; or

b. To any officer, director, partner, risk manager or insurance manager of yours.

7. **DAMAGE TO PREMISES RENTED TO YOU**

Under **SECTION I - COVERAGES, COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY**, the last paragraph is deleted and replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or water damage to premises rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in **7. DAMAGE TO PREMISES RENTED TO YOU, a.** Limits of Insurance.

The following additional exclusions apply to "property damage" arising out of Water Damage to premises rented to you or temporarily occupied by you with permission of the owner:

(1) "Property damage" to:

(a) The interior of the premises caused by or resulting from rain or snow, whether driven by wind or not; or

(b) Heating, air conditioning, plumbing or fire protection systems, or other equipment or appliances.

(2) "Property damage" caused by or resulting from any of the following:

(a) Mechanical breakdown, including bursting or rupture caused by centrifugal force;

(b) Cracking, settling, expansion or shrinking;

(c) Smoke or smog;

(d) Birds, insects, rodents or other animals;

(e) Wear and tear;

(f) Corrosion, rust, decay, fungus, deterioration, hidden or latent defect or any quality in property that causes such property to destroy or damage itself; or

(g) Water that flows or leaks from any heating, air conditioning, plumbing or fire protection system caused by or resulting from freezing, unless:

1) You make a reasonable effort to maintain heat in the building or structure; or

2) You drain the equipment and shut off the water supply if the heat is not maintained.

(3) "Property damage" caused directly or indirectly by any of the following:

(a) Water that backs up from a drain or sewer;

(b) Mud flow or mudslide;

(c) Volcanic eruption, explosion or effusion;

(d) Any earth movement, such as earthquake, landslide, mine subsidence, earth sinking, earth rising or earth shifting;

(e) Regardless of the cause, flood, surface water, waves, tides, tidal waves, storm surge, overflow of any body of water, or their spray, all whether wind driven or not;

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(f) Water under the ground surface pressing on, or seeping or flowing through:

1) Walls, foundations, floors or paved surfaces;
2) Basements, whether paved or not; or
3) Doors, windows or other openings.

(4) "Property damage" for which the insured is obligated to pay as damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of this contract or agreement.

a. **Limits of Insurance**

With respect to this coverage only, under **SECTION III - LIMITS OF INSURANCE**, paragraph **6.** is deleted and replaced by the following:

6. The most we will pay under Coverage **A** for damages because of "property damage" to premises rented to you or temporarily occupied by you with permission of the owner arising out of or caused by fire, lightning, explosion, smoke and water damage is the amount shown in the Declarations under Damage to Premises Rented to You.

b. Under **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, paragraph **b.**, the word fire is amended to include fire, lightning, explosion, smoke or water damage.

8. **BLANKET ADDITIONAL INSURED - LESSOR OF LEASED EQUIPMENT**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability for:

(1) "Bodily injury";
(2) "Property damage";
(3) "Personal injury"; or
(4) "Advertising injury"

caused in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization.

b. With respect to the insurance afforded to an additional insured, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

c. The following is added to **SECTION III - LIMITS OF INSURANCE**:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the lessor, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

9. **BLANKET ADDITIONAL INSURED - MANAGERS OR LESSORS OF PREMISES**

a. **SECTION II - WHO IS AN INSURED** is amended to include as an additional insured any person or organization with whom you have agreed:

(1) In a written contract or agreement, executed prior to loss, to name as an additional insured; or

(2) In an oral contract or agreement, executed prior to loss, to name as an additional insured only if a Certificate of Insurance was issued prior to loss indicating that the person or organization was an additional insured

but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you.

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b. This provision is subject to the following additional exclusions, applicable to this provision only:

(1) Any "occurrence" which takes place after you cease to be a tenant in that premises.

(2) Structural alterations, new constructions or demolition operations performed by or on behalf of the additional insured.

c. The following is added to **SECTION III - LIMITS OF INSURANCE**:

The Limits of Insurance for the additional insured are those specified in the written contract or agreement between the insured and the manager or lessor of the premises, not to exceed the limits provided in this policy. These limits are inclusive of and not in addition to the Limits of Insurance shown in the Declarations.

10. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Under **SECTION II - WHO IS AN INSURED**, Paragraph **4.** is deleted and replaced by the following:

4. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

c. Coverage **B** does not apply to "personal injury" or "advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

11. BLANKET WAIVER OF SUBROGATION

The following is added to **SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS, 8. Transfer Of Rights of Recovery Against Others To Us.**

When you have agreed to waive your right of subrogation in a written contract, executed prior to loss, with any person or organization, we waive any right to recovery we may have against such person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

All other policy terms and conditions apply.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/29/2020

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

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

PRODUCER	CONTACT NAME: Dave Moberly	
Moberly Insurance Solutions, Inc 501 SE Port St. Lucie Blvd. Port St. Lucie FL 34984	PHONE (A/C, No, Ext): (772) 878-8497	FAX (A/C, No): (772) 878-8867
	E-MAIL ADDRESS: service@moberlyins.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : PROGRESSIVE	24252
INSURED Engineering Design & Construction, Inc. 10250 SW Village Parkway Ste 201 Port St. Lucie FL 34987-	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS			06109438-0	04/26/2020	04/26/2021	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

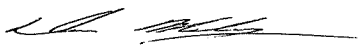
CERTIFICATE HOLDER

City of Fort Pierce
Attn: Purchasing Department
PO Box 1480
Fort Pierce FL 34954-1480

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



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

This **FIRST AMENDMENT** to Continuing Contract for RFQ No. 2019-027 Professional Engineering Services is made and entered into this 18th day of December, 2023 by and between **the City of Fort Pierce**, Florida, a municipal corporation (the "City) and **Engineering Design & Construction, Inc.** ("Consultant"), collectively the "Parties".

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

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

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

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

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

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

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

(c) Other evidence satisfactory to the CITY.

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

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

Workers' Compensation Insurance/Employer's Liability Insurance

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

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

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

Commercial General Liability Insurance

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

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

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

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

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

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

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

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

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

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

Pollution Legal Liability

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

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

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

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

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

Property Insurance (Builders Risk / Installation Floater)

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

Payment Bond and Performance Bond

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

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

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

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

General Conditions

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

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

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

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

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

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

Certificates of Insurance must be completed as follows:

Certificate Holder

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

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

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

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

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

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

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

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

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

[SIGNATURE PAGE TO FOLLOW]

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

CONSULTANT:
ENGINEERING DESIGN & CONSTRUCTION, INC.

By: _____

Print: R.J. Kennedy

Title: President

Date: 11-27-2023

ATTEST:

_____

Linda Cox, City Clerk

CITY OF FORT PIERCE:

_____

Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara Hedges, City Attorney

SPECIFIC AUTHORIZATION NO. 7

AVENUE D ROADWAY RECONSTRUCTION (INDIAN RIVER DRIVE TO 29TH STREET)

PROFESSIONAL SERVICES

SCOPE OF SERVICES

Pursuant to the continuing agreement related to "RFQ No. 2019-027 – Engineering Services" (hereinafter referred to as "AGREEMENT" between the **City of Fort Pierce** (hereinafter referred to as "CITY") and **Engineering Design and Construction, Inc.** (hereinafter referred to as "ENGINEER") dated the 1st day of August 2020, CITY authorizes the ENGINEER to provide professional services as detailed herein.

The CITY desires professional services related to the Avenue D Roadway Reconstruction project, hereinafter referred to as the "Project".

Section 1 - Scope of Work and Schedule of Services

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

Professional consultant services are required for the preparation of engineering plans and specification package to support the design and bidding of improvements to Avenue D between Indian River Drive and 29th Street. The proposed services and scope of work are more particularly described in Exhibit "A", which is attached hereto and incorporated by reference herein.

Section 2 - Deliverables

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

60% Design Drawings	16 Weeks from NTP
100% Design Drawings	20 Weeks from NTP

Section 3 - Method and Amount of Compensation

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

The budget (or fee) for the services is not to exceed $92,575.00

SPECIFIC AUTHORIZATION NO. 7

AVENUE D ROADWAY RECONSTRUCTION (INDIAN RIVER DRIVE TO 29TH STREET)

PROFESSIONAL SERVICES

Section 4 - CITY's Responsibilities

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

Section 5 - Other Provisions

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

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

CITY OF FORT PIERCE, FLORIDA:

By: Linda Hudson _____ Date: 11/15/2021
Linda Hudson, Mayor

ENGINEERING DESIGN & CONSTRUCTION, INC.

By: _____ Date: 10-14-21
Roderick Kennedy, P.E., President

APPROVED AS TO FORM & CORRECTNESS:

By: _____ Date: 10/25/2021
Tanya Earley, City Attorney

EXHIBIT "A"

ENGINEERS & SURVEYORS
ENVIRONMENTAL

October 12, 2021

City of Fort Pierce
Attn: Tracy Telle, Assistant City Manager
100 North US 1
Fort Pierce, FL 34950

via e-mail: ttelle@cityoffortpierce.com

Subject: Proposal for Professional Services associated with Civil Design Associated with a portion of Avenue D – Fort Pierce, FL

To Whom it May Concern:

We appreciate the opportunity to submit the following proposal for professional services regarding design services associated with approximately 1.85 mile +/- of Avenue D from 29 Street to Indian River Drive in Fort Pierce, FL.



This proposal includes design services associated with roadway improvements that includes paving, mill & overlay, grading, curbing, drainage, striping, signage and pedestrian connectivity for the entire alignment. The proposal also includes design services for landscaping, lighting, and irrigation for a limited portion between US-1 and Indian River Drive. Pursuant to your email dated September 22, 2021, the scope of service will include deliverables at the 60% and 100% design stage. Permitting of proposed improvements is not include as part of this proposal. Per coordination with the City, we understand this project scope WILL NOT include services for water, wastewater, and communication utility design (to be provided by FPUA). However, we will provide coordination with FPUA on relocating existing overhead electrical (poles) to underground between US-1 and Indian River Drive. It is assumed the as-built drawings provide by the City of Fort Pierce may be used for design of improvements between 25th Street and US-1. If you agree with the proposed tasks please sign and return to me as authorization to proceed. Thank you for the opportunity to serve as your civil engineering consultants.

Respectfully,
ENGINEERING DESIGN & CONSTRUCTION, INC.

Roderick Kennedy, P.E.
President

EXHIBIT "A"

SCOPE OF PROFESSIONAL SERVICES

For

AVENUE D (29TH STREET TO INDIAN RIVER DRIVE)

1. **TEAM / AGENCY MEETINGS AND SITE VISIT:** CONSULTANT will attend periodic development meetings with the CLIENT and team to discuss the schedule and progress of the work. As required, the CONSULTANT will coordinate with the CLIENT and other professionals to collect and submit required documents to the various agencies. The includes coordination with the Florida East Coast Railway (FEC) for work around the existing railroad tracks. The task includes coordination with FPUA for relocation of existing overhead electrical (poles) being converted to underground between US-1 and Indian River Dr. This task includes a field walkthrough by the CONSULTANT during the design phase to note existing features and design constrains for the proposed improvement.

   Time & Expense: $ 5,200.00

2. **CONSTRUCTION PLANS:** Based on the CLIENT-approved final roadway layout, the CONSULTANT will design and prepare construction plans and "short-form" specifications (included with the construction plans) for the paving, grading, drainage and erosion control for the proposed improvements to a 1.85 mile portion of Avenue D. The design will include the following:

   Avenue D – U.S. Highway 1 to 29th Street (Original plans available for the existing R/W improvements between US 1 and 25th Street):
   a) Mill and resurface existing roadway 1-1/4"
   b) Thermoplastic striping (double yellow centerline, on-street parking re-striping, etc.)
   c) Removal of all brick paver crosswalks and the installation of new stamped asphalt crosswalks.

   Avenue D – U.S. Highway 1 to Indian River Drive:
   a) Complete roadway reconstruction (design to include roadway reconstruction, curb & gutter, sidewalks, drainage, landscaping, irrigation, and street lighting). The street lighting shall be the City approved Sternberg light fixture and pole.
   b) Coordination with FPUA as the electric will be converted from overhead to underground and they will be designing a new layout for water and sewer upgrades.

   The plans will meet the requirements of the CLIENT and relevant agencies, and will include the following: cover sheet, horizontal control, paving, grading, drainage, signage pavement markings, and associated details and short-form specifications. Construction plans will be submitted to the CLIENT upon 60% completion and 100% completion. All comments will be incorporated into the final set of documents.

   Roadway Construction Plans Lump Sum: $52,500.00
   Landscape Plans US-1 to Indian River Dr Lump Sum: $3,925.00
   Irrigation Plans US-1 to Indian River Dr Lump Sum: $2,150.00

3. **DRAINAGE APPROVAL AND PIPE SIZING CALCULATIONS:** CONSULTANT will prepare 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 between US-1 and Indian River Drive.

Lump Sum: $ 3,250.00

4. **COST ESTIMATE:** 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.

Lump Sum: $ 2,850.00

5. **SPECIAL PURPOSE SURVEY (AVENUE D ROUTE TOPO):** CONSULTANT will prepare a Route Topographic Survey of the Avenue D ROW in Fort Pierce between 25th Street and 29th Street and between US-1 and Indian River Drive. The survey will be prepared under the supervision of a Professional Surveyor and Mapper licensed in the State of Florida, in accordance with the Standards of Practice for Surveying and Mapping in the State of Florida, as defined in Chapter 5J17-050 of the Florida Administrative Code. The survey will include:
    1. The survey consists of a +/-1,450 Lf Route Survey;
    2. Determinations of the right of way;
    3. The survey will consist of ground shots at 100' cross sections;
    4. Elevations are relative to the North American Vertical Datum of 1988 (NAVD 88);
    5. Location size, top and invert elevations of existing on-site drainage structures that are apparent and can be readily measured;
    6. Location and elevations of the existing ditches;
    7. Location of existing above ground utilities and/or flagged by others;
    8. Placement of four (4) benchmarks within the Project.
    9. CONSULTANT will locate and mark underground utilities utilizing Electromagnetic and Ground Penetrating Radar. (4 hour minimum). Scope: Locate within the ROW of Avenue D in Fort Pierce between 25th Street and 29th Street and between US-1 and Indian River Drive. The locates also include 50' north and south and 20' east and west of the ROW line on Avenue D.

Lump Sum: $ 15,450.00

6. **PREPARATION OF PHOTOMETRIC PLANS:** CONSULTANT will prepare photometric plans as required requested by the City of Fort Pierce of approximately 980 ft of Avenue D between US-1 and Indian River Drive in Fort Pierce. This scope includes power and photometric design for new Roadway Lighting, Pole boxes, and Fort Pierce Utilities Authority coordination (utilizing City of Fort Pierce Approved Fixtures). CONSULTANT will provide the following services as part of this task:

    (a) Coordinate with CLIENT to establish design criteria for site lighting photometrics.
    (b) Site Lighting Layout showing photometric light values, pole locations, and fixture types.
    (c) Coordinate and conform to applicable Building Codes and building departments.
    (d) Pole Boxes and electrical wiring / Circuitry design.
    (e) Responses to city review comments, if required.
    (f) Shipping / delivery of signed and sealed permit drawings.

(g) Railroad intersection lighting coordination.
(h) FDOT review not included.

SITE LIGHTING CERTIFICATION, if required at end of project, is not included in the scope or fees quoted herein, and will be an additional fee of: $850.00 (if required)

Lump Sum: $ 2,600.00

7. **GEOTECHNICAL EXPLORATION:** Based on our experience with subsurface conditions in the general site vicinity and our understanding of the proposed improvements, we propose to perform the following exploration program:

- The proposed scope will be performed between US-1 and Indian River Drive (980 LF) only.
- Coordinate the location of underground utilities
- Coordinate MOT as needed to complete the field work.
- Perform six (6) asphalt cores at locations within the roadway travel lanes so as to determine the thicknesses of the various elements in the existing pavement sections (i.e. asphaltic concrete wearing surface, base course, and subgrade) to depths of about 2-3 feet below the asphalt surface. The cores will be performed using a 4-inch (I.D.) diamond-tipped core barrel.
- Complete a 5-7-ft deep hand auger boring within each pavement core.
- Backfill the boreholes and cored areas with accumulated soils cuttings and fill the core holes with asphaltic "cold-patch" material.
- Prepare a subsurface exploration report incorporating the data obtained during the field and laboratory programs, and provide recommendations relative to the proposed improvements.

Please note that no laboratory testing (proctor, Limerock Bearing Ratio, gradation, etc.) is proposed herein. As such, AACE will use visual observations and our experience to estimate the quality of the surficial base course/subgrade materials relative to their compliance with typical requirements for such materials. Further, no asphalt testing (e.g. extraction/gradation, binder content, etc.) is proposed herein. If such testing is desired, we would be pleased to prepare a supplemental proposal (or revise this proposal) to include this work.

Lump Sum: $ 4,650.00

Total Contract: $ 92,575.00

EXHIBIT "A"

SCOPE OF PROFESSIONAL SERVICES

For

AVENUE D (29TH STREET TO INDIAN RIVER DRIVE)

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 or Permitting Services.
- Utility Design.
- Landscape and Irrigation Design.
- Street Lighting Design.
- Services During Construction or Project Certification.
- Construction bidding services.
- Utility Sketch & Descriptions.
- 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	$ 175.00
SENIOR PROJECT MANAGER	$ 160.00
DRONE TECHNOLOGY	$ 140.00
SURVEY CREW	$ 135.00
PROJECT MANAGER (ENGINEERING, ENVIRONMENTAL, PLANNING, SURVEYOR)	$ 135.00
PROJECT ENGINEER / PLANNER / ENVIRONMENTAL SCIENTIST	$ 110.00
INSPECTOR / ENVIRONMENTAL FIELD/INTERIOR DESIGNER	$ 90.00
CADD TECH	$ 85.00
EXPERT WITNESS	$ 300.00
ADMINISTRATIVE STAFF / CLERICAL	$ 45.00

~~**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.

_____
Roderick Kennedy, P.E., President

Dated: October 12, 2021

As to **CLIENT**
City of Fort Pierce

_____
Name/Title:

Dated: _____

Client Billing Name: _____

Client Billing Address: _____

Billing Email Address: _____

CITY OF FORT PIERCE
Affidavit Regarding the Use Coercion for Labor or Services

Vendor Name: EDC, A Division of Haley Ward, Inc.
Authorized Representative's Name and Title: David C. Baggett, P.E., Regional Manager of Engineering
Address: 10250 SW Village Parkway, Suite 201
City: Port St. Lucie State: Florida Zip Code: 34987
Phone Number: 772-462-2455 Email Address: davidbaggett@edc-inc.com

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ David C. Baggett, P.E., Regional Manager of Engineering 2/7/2025
Authorized Signature | Printed Name and Title | Date

STATE OF FLORIDA
COUNTY OF St. Lucie

Sworn (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization this 7 day of February, 2025 by David C. Baggett, who is ☒ personally known or ☐ produced identification (ID produced): _____

Notary Public Signature: _____ (Seal)

NANCY L. STAMM
MY COMMISSION # HH349577
EXPIRES: January 12, 2027

Print Name: Nancy L. Stamm My Commission Expires: 1-12-2027

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: SELENA GRIFFETT, ENGINEERING

FROM: SARA HEDGES, CITY ATTORNEY *SH*

RE: SPECIFIC AUTHORIZATION NO 7 CHANGE ORDER NO. 1 FOR AVENUE D ROADWAY IMPROVEMENTS - RFQ 2019-027 – FOLLOW-UP

CAO RLS FILE: RLS 25-08

DATE:

A Request for Legal Services (RLS) was previously reviewed by this Office and a memorandum issued approving, with changes, the Change Order No. 1 for Specific Authorization No. 7. Upon subsequent conversations, it was realized additional changes were necessary to include FPRA Board approval for the additional funds for this project. Therefore, I have added language to Section I – General of the Change Order explaining the history of the FPRA Board approval of the funding for this project. I have also added a signature line to the Change Order for the FPRA. You will need to place this Change Order on both a City Commission and FPRA Board meeting for approval and signature.

The Change Order, as now further amended and uploaded to Agenda Quick, 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 **11. b.**

Meeting Date: 04/07/2025

Re: Request Award of Indian Little Jim Camp Sanitary Improvements Construction Contract to R.K. Contractors, Inc. - Bid No. 2025-008

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

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SUBJECT:

Approval of award of the Little Jim Camp Sanitary Improvements to the low bidder, R.K. Contractors, Inc., in an amount not to exceed $390,648.22.

SUMMARY:

This project proposes connecting the Little Jim Fish Camp sanitary sewer effluent discharge to the St. Lucie County Utilities public low pressure sewer system located at the Stan Blum Memorial Boat Launch Facility. The proposed improvements include construction of a private lift station complete with an 8" gravity sewer service connection to the existing Little Jim restaurant and bathroom facilities located on site, 640 LF of a 2" directional bore under the Indian River Lagoon, with a final connection to the existing 2" low pressure force main servicing the facilities at the Stan Blum Memorial Boat Launch Facility. The current sanitary sewer treatment facilities servicing the Little Jim property consist of an on-site sewage disposal system which is failing and insufficient to handle the current flow and there are concerns that contamination is possible to the Indian River Lagoon Estuary due to the proximity of the site.

RECOMMENDATION:

Staff recommends approval.

ALTERNATIVES:

Deny and readvertise for bids.

RESPONSIBLE STAFF:

Engineering

COORDINATED WITH:

St. Lucie County Utilities

Fiscal Impact

Budgeted Y/N:	N
Fiscal Year:	24/25
Account:	0016000-563200
Amount:	$390,648.22

FISCAL IMPACT:

Funding of the $390, 648.22 shall be encumbered by General Fund Other Improvements, Account No. 0016000-563200.

Attachments

Plans
R.K. Bid
Bid Tabulation Memo
Recommendation for Award
Purchasing Concurrence

Form Review

Inbox	Reviewed By	Date
Finance Department	Johnna Morris	03/25/2025 01:37 PM
City Manager	Devoshay Johnson	03/25/2025 03:46 PM
Form Started By: Tracy Telle		Started On: 03/14/2025 12:44 PM
Final Approval Date: 03/25/2025		

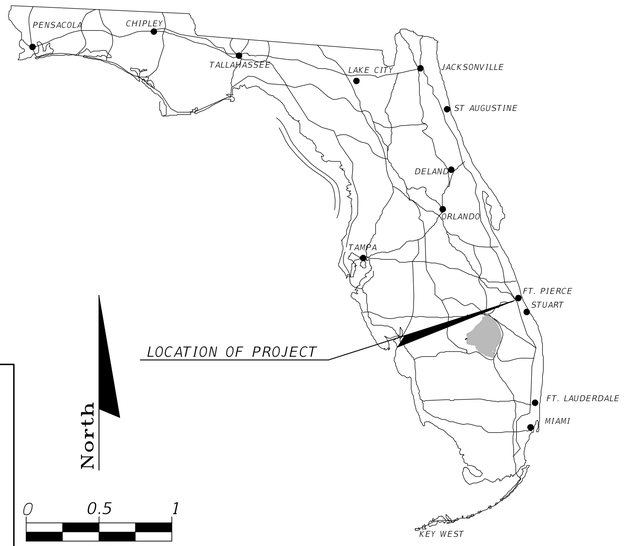
PLANS PREPARED FOR

THE CITY OF FORT PIERCE

CONTRACT PLANS

LITTLE JIM CAMP SANITARY IMPROVEMENT

ST LUCIE COUNTY, FLORIDA



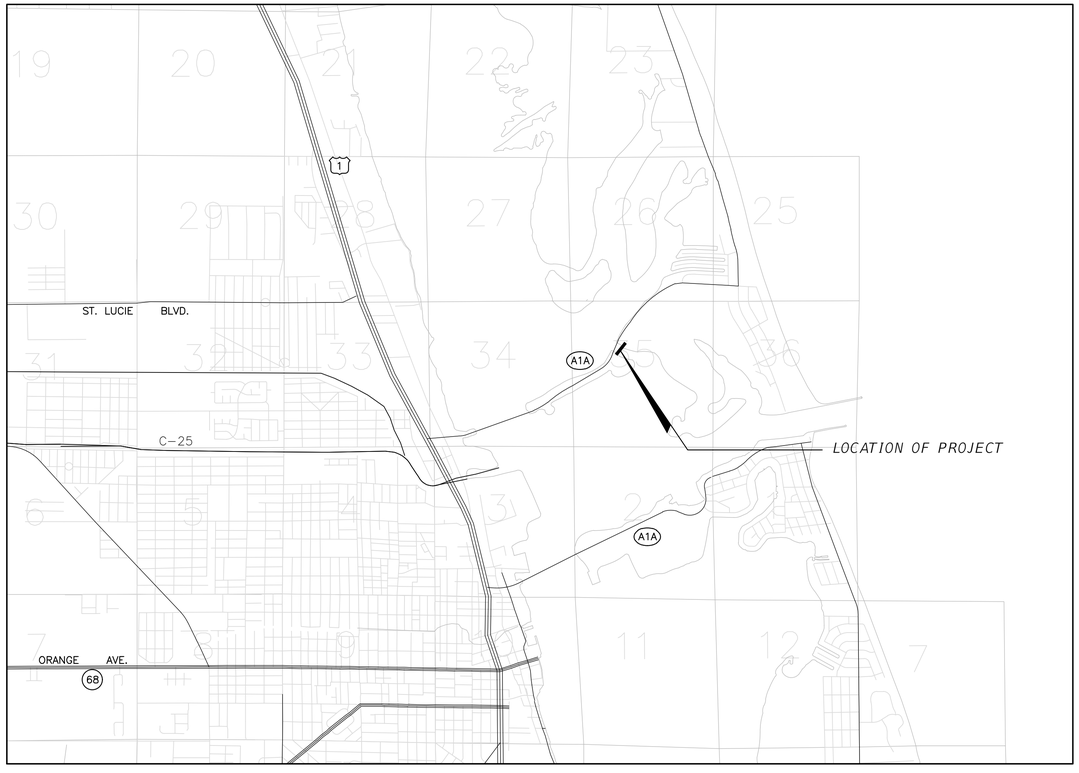
COMPONENTS OF CONTRACT PLANS SET

SANITARY IMPROVEMENT CONSTRUCTION PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	COVER SHEET
2	PROJECT LAYOUT/LOCATION
3	MASTER PLAN VIEW
4	SANITARY PLAN VIEW
5	SANITARY PROFILE VIEW
6	DIRECTIONAL BORE PLAN & PROFILE VIEW
7	SWPP PLAN
8	SWPP DETAILS
9	UTILITY DETAILS
10-11	LIFT STATION DETAILS
12	SPECIFICATIONS



GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2023-2024, AND STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION DATED 2020. AS AMENDED BY CONTRACT DOCUMENTS.

For Design Standards Modifications click on "Standard Plans For Road and Bridge Construction" at the following web site:
http://www.fdot.gov/design/standardplans/Default.shtm

For the Standard Specifications for Road and Bridge Construction click on the "January 2024 Standard Specifications eBook " link at the following web site:
http://www.fdot.gov/programmanagement/Implemented/SpecBooks/

CONSTRUCTION SHOP DRAWINGS TO BE SUBMITTED TO:

STEFAN K. MATTHES, PE
CULPEPPER & TERPENING, INC.
2980 SOUTH 25TH STREET
FORT PIERCE, FLORIDA 34981

PLANS PREPARED BY:

CULPEPPER & TERPENING INC
2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION.

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY STEFAN K. MATTHES, PE ON 09/04/2024 USING A DIGITAL SIGNATURE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

REVISIONS

LENGTH OF PROJECT		
	LIN. FT.	MILES
UTILITY	210	0.040
DIRECTIONA BORE	617	0.117
NET LENGTH OF PROJ.	827	0.157
EXCEPTIONS	0	0
GROSS LENGTH OF PROJ.	827	0.157

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

ROADWAY PLANS ENGINEER OF RECORD: STEFAN K. MATTHES, P.E.

P.E. NO. : 38723

BID PLAN SET
SEPTEMBER 4, 2024

PROJECT MANAGER: JOHN R ANDREWS

C&T JOB NO.: 21-122

FISCAL YEAR	SHEET NO.
24	1

GRAPHIC SCALE

200 0 100 200

(IN FEET)

1 inch = 200 ft.

INDIAN RIVER LAGOON

FORT PIERCE CITY LIMITS

2

END PROJECT
STA. 6+90.25

LITTLE JIM BRIDGE

BENCHMARK
C&T TRAV
EL=6.90'
N.A.V.D. 1988

STATE ROAD A-1-A

STAN BLUM MEMORIAL
BOAT LAUNCH FACILITY

BEGIN PROJECT
STA. 0+53.02

CITY OF FORT PIERCE
PROPERTY

BENCHMARK
C&T TRAV
EL=4.13'
N.A.V.D. 1988

SW QUARTER SECTION 26
NW QUARTER SECTION 35

SE QUARTER SECTION 26
NE QUARTER SECTION 35

NW QUARTER SECTION 35
SW QUARTER SECTION 35

NE QUARTER SECTION 35
SE QUARTER SECTION 35

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

P:\Proj-2021\21-122 COFP - Little Jim Camp Sanitary Connection\Eng\21-122 Base.dwg Plotted: 9/4/2024 2:14 PM By: KITHSIRI UDUGAMA

COMPUTER FILE REF.	FIELD BK./PG.
21-122 COFP	21-05/72

CULPEPPER & TERPENING INC
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PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL
ENGINEERS AUTHORIZATION NO. 4286

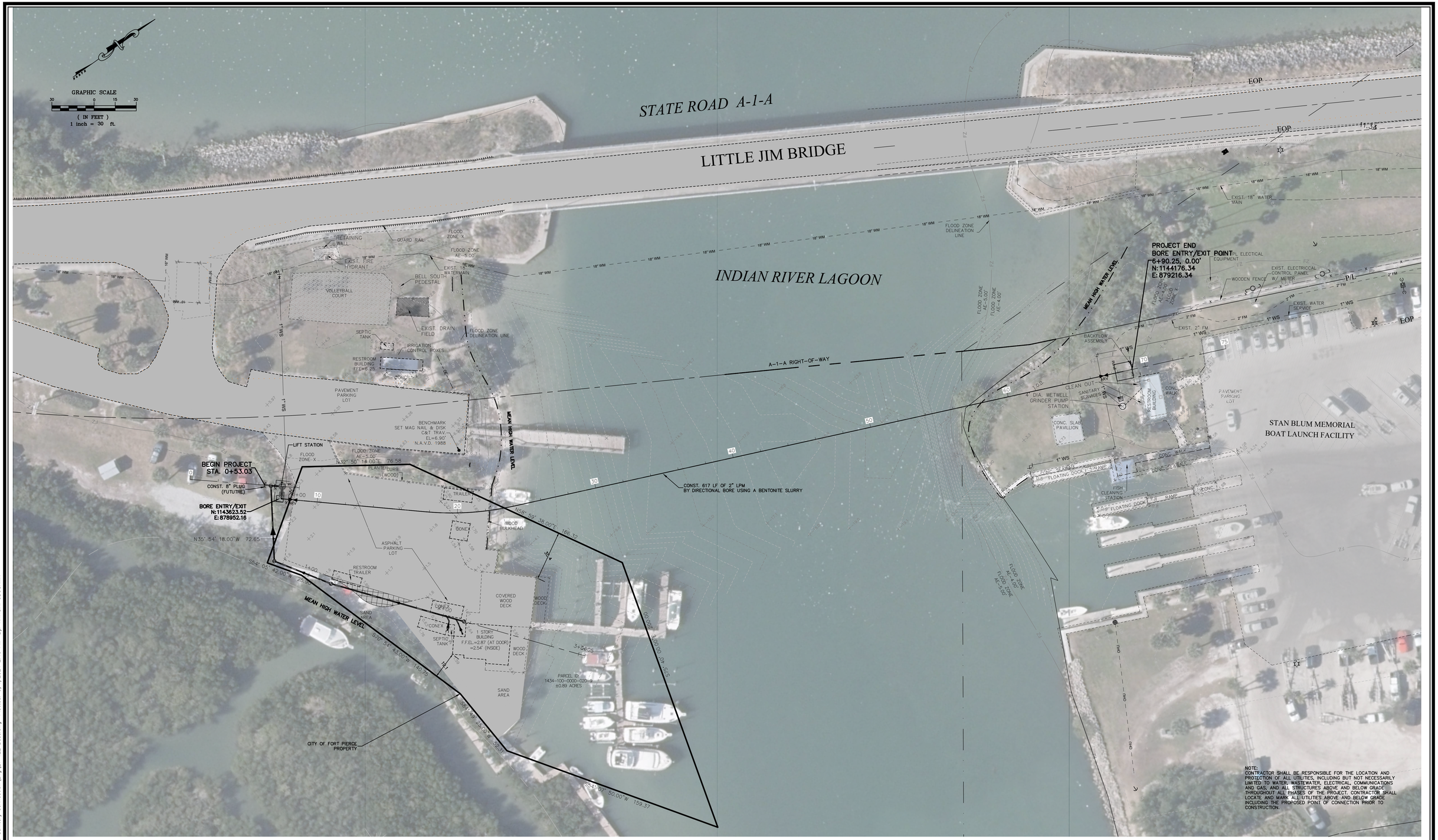
– REVISIONS –	BY	DATE

	BY	DATE
FIELD	SKM	1/20/22
CALCS.	SKM	2/2/22
DRAWN	KU	9/4/24
DETAILED	----	----
CHECKED	SKM	9/4/24
APPROVED	SKM	9/4/24

LITTLE JIM CAMP SANITARY IMPROVEMENTS

PROJECT LAYOUT

DATE: 9/4/24
HORIZ. SCALE: 1"=200'
VERT. SCALE: N/A
JOB No. 21-122
SHEET 2 of 12



STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

COMPUTER FILE REF.	FIELD BK./PG.
21-122 COFP	21-05/72

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STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE

	BY	DATE
FIELD	SKM	1/20/22
CALCS.	SKM	2/2/22
DRAWN	KU	9/4/24
DETAILED	----	----
CHECKED	SKM	9/4/24
APPROVED	SKM	9/4/24

LITTLE JIM CAMP SANITARY IMPROVEMENTS

MASTER PLAN VIEW

DATE: 9/4/24
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 21-122
SHEET **3 of 12**

P:\Proj-2021\21-122 COFP - Little Jim Camp Sanitary Connection\Eng\21-122 Base.dwg Plotted: 9/4/2024 2:16 PM By: KITHSIRI UDUGAMA



SANITARY STRUCTURE TABLE	
Structure Name	Structure Details
CO–01	RIM = 1.36 NW INV OUT = –2.44 BOT. EL=–2.66
CO–02	RIM = 2.32 W INV OUT = –2.39 BOT. EL=–2.47
LS–01	RIM = 5.50 SW INV IN = –3.61 SE INV OUT = 1.11 BOT. EL=–6.61
SS–01	RIM = 5.50 SW INV IN = –3.00 SE INV IN = –3.48 NE INV OUT = –3.58 BOT. EL=–3.68
SS–02	RIM = 2.50 NE INV IN = –3.17 NW INV OUT = –3.27 BOT. EL=–3.29
SS–03	RIM = 2.50 NE INV IN = –2.89 SW INV OUT = –2.99 BOT. EL=–3.01
SS–04	RIM = 2.44 SW INV OUT = –2.50 BOT. EL=–2.52

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

P:\Proj-2021\21-122 COFP – Little Jim Camp Sanitary Connection\Eng\21-122 Base.dwg Plotted: 9/4/2024 2:26 PM By: KITHSIRI UDUGAMA

COMPUTER FILE REF.	FIELD BK./PG.
21–122 COFP	21–05/72

CULPEPPER & TERPENING INC
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STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

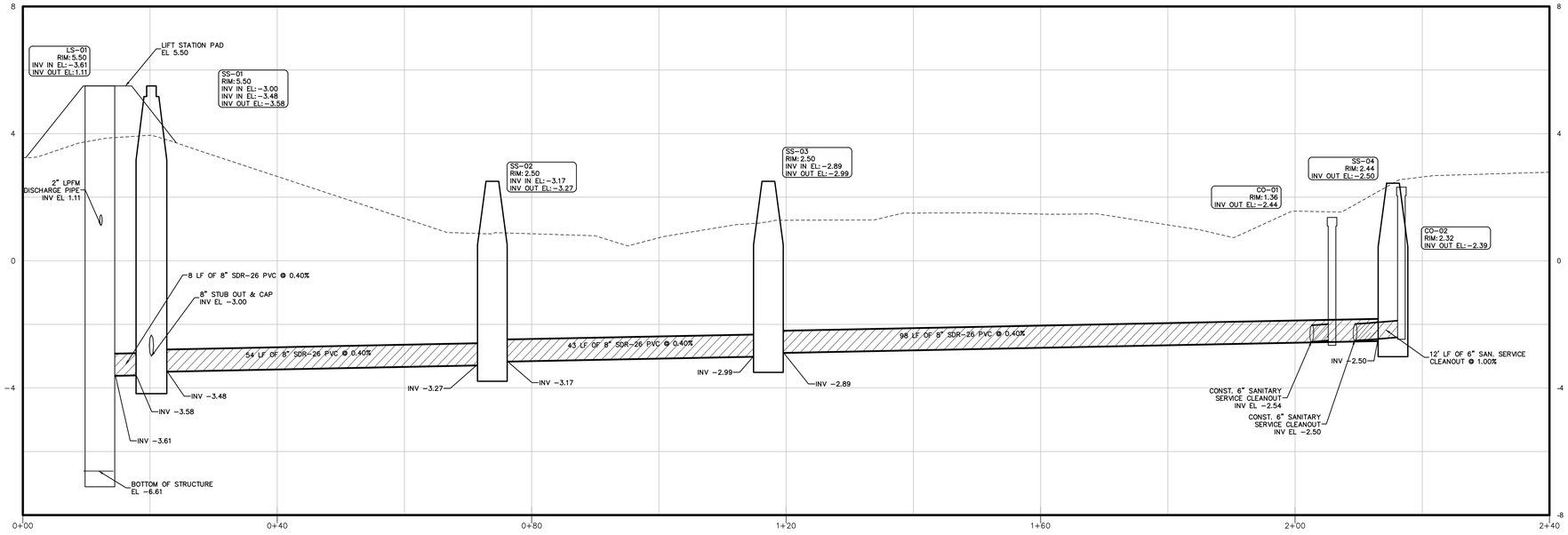
– REVISIONS –	BY	DATE

	BY	DATE
FIELD	SKM	1/20/22
CALCS.	SKM	2/2/22
DRAWN	KU	9/4/24
DETAILED	----	----
CHECKED	SKM	9/4/24
APPROVED	SKM	9/4/24

LITTLE JIM CAMP SANITARY IMPROVEMENTS

SANITARY PLAN VIEW

DATE: 9/4/24
HORIZ. SCALE: 1"=10'
VERT. SCALE: N/A
JOB No. 21–122
SHEET 4 of 12



HORI. SCALE: 1"=10'
VET. SCALE: 1"=2'

SANITARY STRUCTURE TABLE	
Structure Name	Structure Details
CO-01	RIM = 1.36 NW INV OUT = -2.44 BOT. EL=-2.66
CO-02	RIM = 2.32 W INV OUT = -2.39 BOT. EL=-2.47
LS-01	RIM = 5.50 SW INV IN = -3.61 SE INV OUT = 1.11 BOT. EL=-6.61
SS-01	RIM = 5.50 SW INV IN = -3.00 SE INV IN = -3.48 NE INV OUT = -3.58 BOT. EL=-3.68
SS-02	RIM = 2.50 NE INV IN = -3.17 NW INV OUT = -3.27 BOT. EL=-3.29
SS-03	RIM = 2.50 NE INV IN = -2.89 SW INV OUT = -2.99 BOT. EL=-3.01
SS-04	RIM = 2.44 SW INV OUT = -2.50 BOT. EL=-2.52

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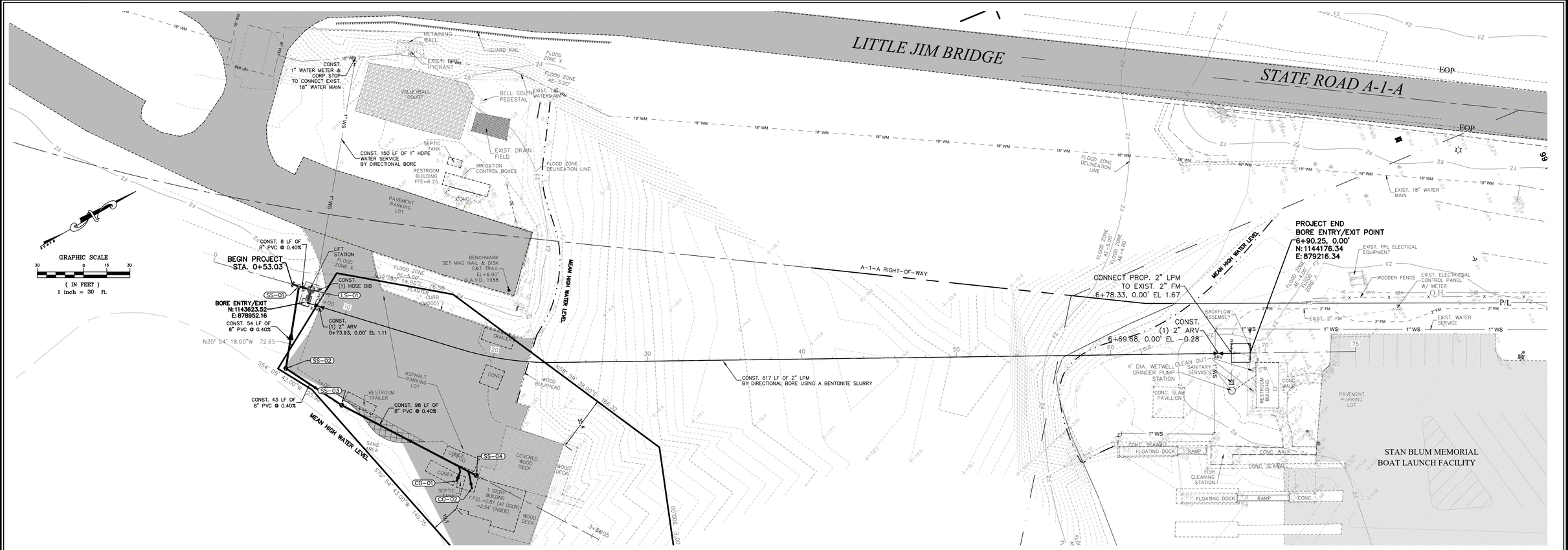
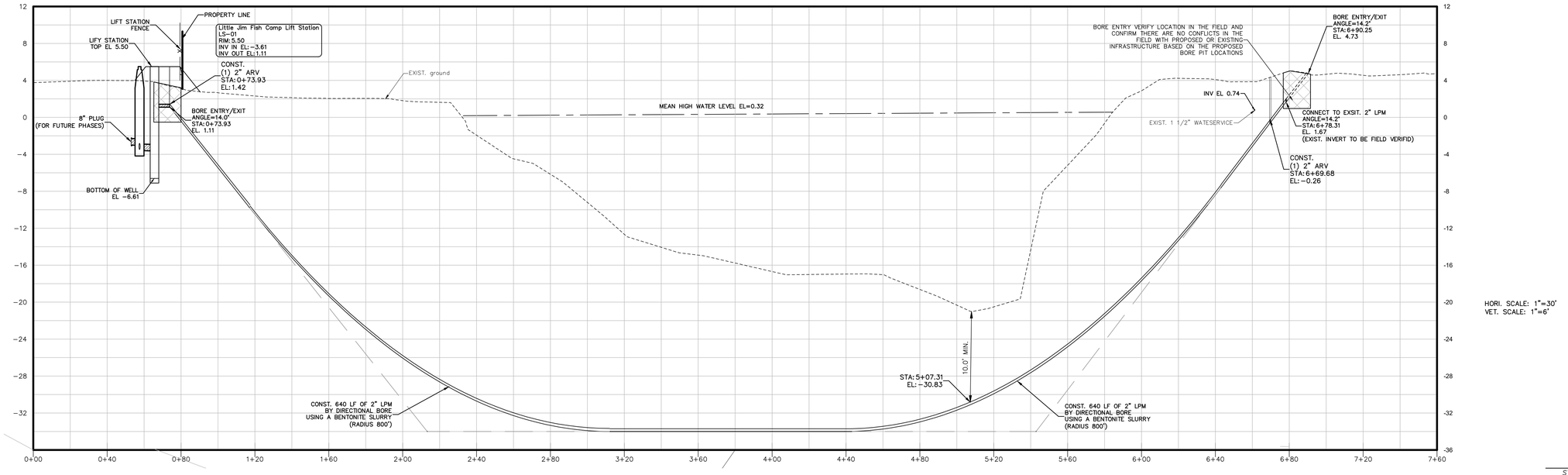
DRAWN	KU	9/4/24
DETAILED	-----	-----
CHECKED	SKM	9/4/24
APPROVED	SKM	9/4/24

LITTLE JIM CAMP SANITARY IMPROVEMENTS

SANITARY PROFILE VIEW

DATE: 9/4/24
HORIZ. SCALE: 1"=10'
VERT. SCALE: 1"=2'
JOB No. 21-122
SHEET **5 of 12**





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CHECKED	SKM	9/4/24
APPROVED	SKM	9/4/24

LITTLE JIM CAMP SANITARY IMPROVEMENTS

DIRECTIONAL BORE PLAN & PROFILE VIEW

DATE: 9/4/24
HORIZ. SCALE: 1"=30'
VERT. SCALE: 1"=6'
JOB No. 21-122
SHEET 6 of 12

GRAPHIC SCALE
30 0 15 30
(IN FEET)
1 inch = 30 ft.

STATE ROAD A-1-A

LITTLE JIM BRIDGE

INDIAN RIVER LAGOON

A-1-A RIGHT-OF-WAY

EOP

BEGIN PROJECT
STA. 0+53.03

BORE ENTRY/EXIT
N:1143623.52
E:878952.16

CONST. 1" WATER METER & CORP STOP TO CONNECT EXIST. 18" WATER MAIN

CONST. 150 LF OF 1" HDPE WATER SERVICE BY DIRECTIONAL BORE

CONST. (1) HOSE BIB

LIFT STATION

CONST. 617 LF OF 2" LPM BY DIRECTIONAL BORE USING A BENTONITE SLURRY

INSTALL SILT FENCE PER FLORIDA EROSION & SEDIMENT CONTROL MANUAL

INSTALL SOIL TRACKING PREVENTION DEVICE PER FLORIDA EROSION & SEDIMENT CONTROL MANUAL

INSTALL INLET PROTECTION PER FLORIDA EROSION & SEDIMENT CONTROL MANUAL

PROJECT END
BORE ENTRY/EXIT POINT
6+90.25, 0.00'
N:1144176.34
E:879216.34

CITY OF FORT PIERCE PROPERTY

STAN BLUM MEMORIAL BOAT LAUNCH FACILITY

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DETAILED	----	----
CHECKED	SKM	9/4/24
APPROVED	SKM	9/4/24

LITTLE JIM CAMP SANITARY IMPROVEMENTS

SWPP PLAN

DATE: 9/4/24
HORIZ. SCALE: 1"=30'
VERT. SCALE: N/A
JOB No. 21-122
SHEET 7 of 12

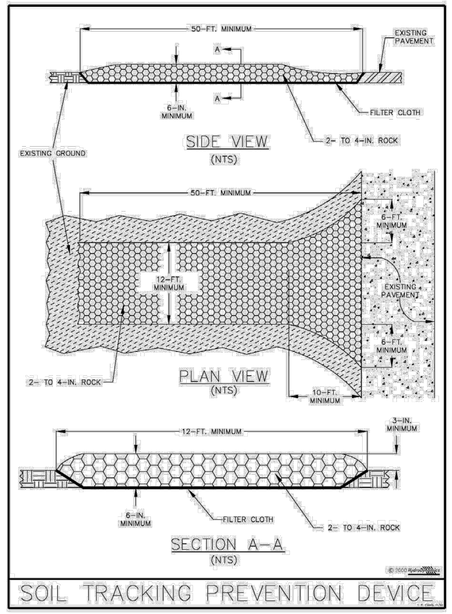

Figure V-14: Illustration of a Soil Tracking Prevention Device

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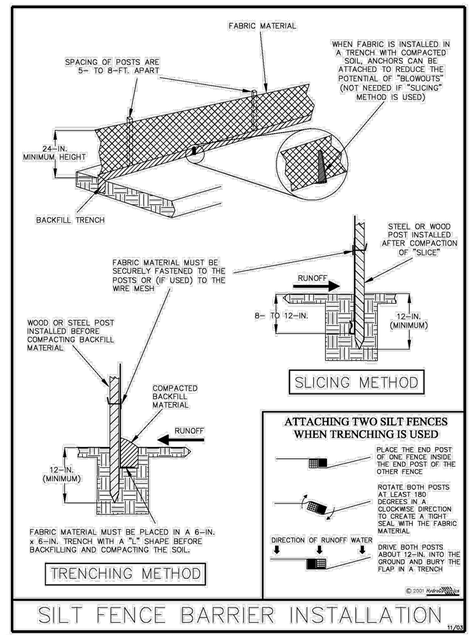

Figure V-40: Illustration of a Silt Fence Barrier

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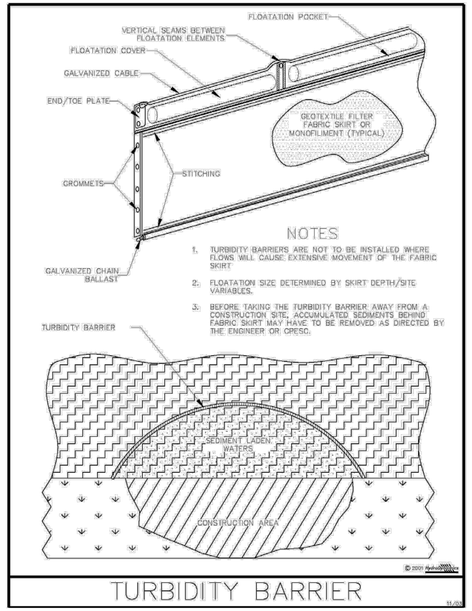

Figure V-6: Illustration of a Turbidity Barrier Curtain

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LITTLE JIM CAMP SANITARY IMPROVEMENTS

SWPP DETAILS

DATE: 9/4/24
HORIZ. SCALE: N/A
VERT. SCALE: N/A
JOB No. 21-122
SHEET 8 of 12

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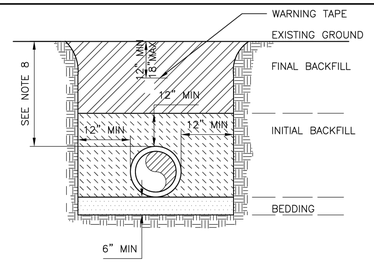
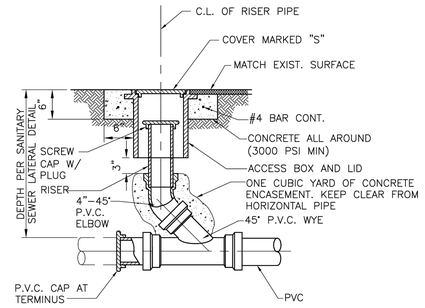


NOTES:

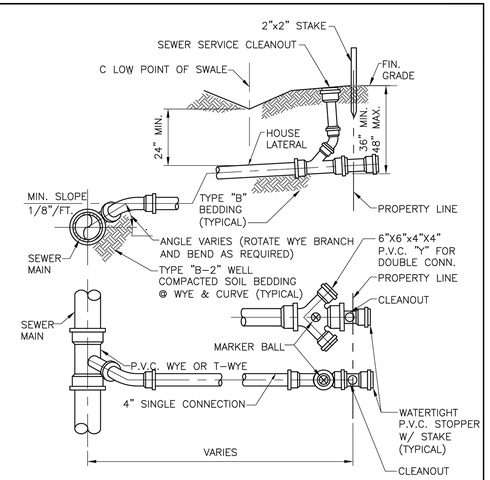
1. BEDDING MATERIAL SHALL BE HAND PLACED IN 6" LIFTS AND SHALL CONSIST OF IN-SITU GRANULAR MATERIAL OR APPROVAL MATERIAL. UNSUITABLE IN-SITU MATERIALS SUCH AS MUCK, DEBRIS AND ROCK SHALL BE REMOVED.
2. THE PIPE SHALL BE FULLY SUPPORTED FOR ITS ENTIRE LENGTH WITH APPROPRIATE COMPACTION UNDER THE PIPE HAUNCHES.
3. THE PIPE SHALL BE PLACED IN A DRY TRENCH.
4. BACKFILL SHALL BE DONE WITH APPROVED MATERIAL, CLEAN AND FREE OF ROCKS, MUCK AND OTHER DELETERIOUS MATTER AND COMPACTED BENEATH THE HAUNCHES OF THE PIPE USING MECHANICAL TAMPERS TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
5. BACKFILL TO BE COMPACTED ALONG THE SIDES OF THE PIPE AND TO A POINT ONE FOOT ABOVE THE TOP OF THE PIPE TO 100% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-99.
6. A. WHERE PAVEMENT IS TO BE CONSTRUCTED OVER THE PIPE, THE REMAINING BACKFILL SHALL BE COMPACTED IN 6 INCH LAYERS AND COMPACTED TO 98% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180

   B. WHERE "NO" PAVEMENT IS TO BE CONSTRUCTED OVER THE PIPE, THE REMAINING FILL SHALL BE COMPACTED IN 6 INCH LAYERS TO A DENSITY 95% MAXIMUM DENSITY AS DETERMINED BY AASHTO T-180.
7. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL TRENCH SAFETY REGULATIONS
8. MINIMUM COVER: UP TO 8" PIPE IS 30" COVER; 10" TO 12" PIPE IS 36" COVER; 14" AND LARGER PIPE IS 48" COVER.

ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS	TYPICAL TRENCH DETAIL
	DATE APPROVED: DECEMBER 2015 — DRAWING NUMBER: G-5



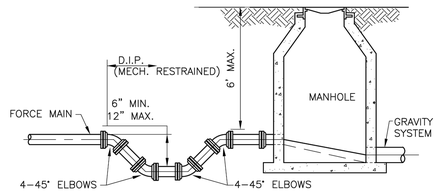
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS	SEWER SERVICE CLEANOUT
	DATE APPROVED: DECEMBER 2015 — DRAWING NUMBER: S-2



NOTES:

1. INVERT OF LATERAL TO BE 36" FROM FINISHED GRADE EXCEPT ON " WATER 1. LINE SIDE " OF STREET R/W WHERE IT SHALL DROP TO 48" AS SOON AS DEPTH OF SEWER MAIN PERMITS.
2. INSTALL MAGNETIC MARKERS AT THE END OF EACH SERVICE LINE OR OPPOSITE WYES AND RECORD LOCATION.

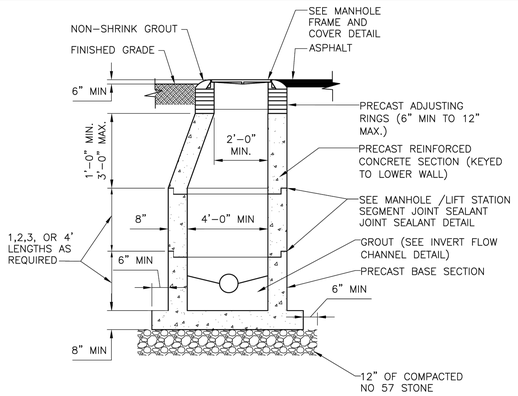
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS	SANITARY SEWER LATERAL DETAIL
	DATE APPROVED: DECEMBER 2015 — DRAWING NUMBER: S-1



NOTES:

1. FORCE MAIN TO ENTER MANHOLE AS CLOSE AS POSSIBLE TO 180° TO GRAVITY OUTLET.
2. THE INVERT LEVEL OF FORCE MAIN AT POINT OF ENTRY SHALL BE 6" ABOVE INVERT OF MANHOLE.
3. CORE ENTRY ONLY INTO EXISTING MANHOLES.
4. TRAP TO BE LOCATED PRIOR TO DROP INTO MANHOLE AND OUTSIDE OF PAVED AREAS.
5. USE TWO 45° ELBOWS PAST TRAP IF ELEVATION DROP IS REQUIRED TO ENTER MANHOLE.
6. FLOW CHANNEL REQUIRED.
7. EXTERIOR OF MANHOLE TO RECEIVE 2 COATS OF COAL TAR EPOXY (BITUMASTIC 50). INTERIOR OF MANHOLE TO BE LINED WITH APPROVED LINING MATERIAL.

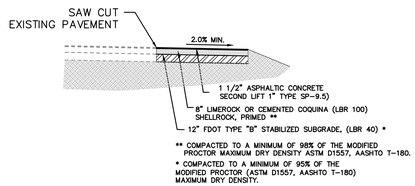
ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS	FORCE MAIN ENTERING SHALLOW MANHOLE
	DATE APPROVED: DECEMBER 2015 — DRAWING NUMBER: S-11



NOTES:

1. MANHOLES SHALL BE DESIGNED IN ACCORDANCE WITH ASTM C478.
2. CONNECTIONS AND GROUTING IN MANHOLE NOT SHOWN. SEE DRAWINGS FOR PIPE SIZE, LOCATIONS AND INVERTS.
3. PAINT OUTSIDE OF MANHOLE WITH TWO COATS OF COAL TAR EPOXY (BITUMASTIC 50)
4. LINE INSIDE OF MANHOLE WITH AN APPROVED LINING MATERIAL.
5. ALL PIPE PENETRATIONS SHALL BE PRECAST.

ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS	STANDARD PRECAST MANHOLE DETAIL
	DATE APPROVED: DECEMBER 2015 — DRAWING NUMBER: S-5



ASPHALT PAVEMENT REPAIR DETAIL

N.T.S.

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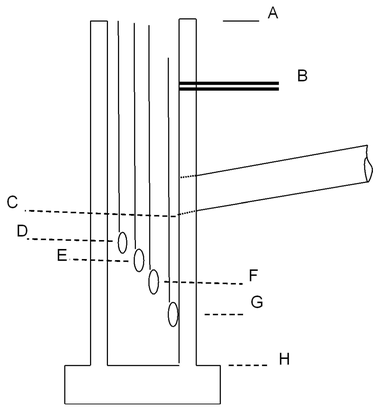
LITTLE JIM CAMP SANITARY IMPROVEMENTS

UTILITY DETAILS

DATE: 9/4/24
HORIZ. SCALE: N/A
VERT. SCALE: N/A
JOB No. 21-122
SHEET 9 of 12



Pumps:		YEAR 2024
Make		Barnes
Model		SGVF2022L
HP		2 HP
Impeller		5.13"
Voltage		200
Phase		1 (Single)
RPM		3450
Shutoff Head		101
Discharge Dia.		1.25"
FLA		17
Locked Rotor Amps		53
Start Up Amps		

Proposed Lift Station Elevations

Elevation	Description	Elevation (ft)
A	Rim	5.5
FZ	SHT 4 of 9, Flood Zone X Flood Zone AE shown as Elev. 5.0	**5.00**
MHWL	SHT 4 of 9, Mean High Water Level Est. 09-23-21	**0.32**
Grade	Existing Grade at Pump Station	**3.68**
B	Discharge (LPFM)	**1.11**
C	Influent from SS-01	-3.61
D	High Water Alarm	-4.11
E	Lag Pump ON	-4.61
F	Lead Pump ON	-5.11
G	Pumps Off	-5.61
H	Bottom Wet Well	-6.61

Proposed SS-01 Drains to Proposed Lil' Jim FC Lift Station. Elevations per Plan Set

Elevation	Description	Elevation (ft)
A	Grinder Station Rim	**5.5**
B	Rim Manhole SS-01	**5.5**
C	Inv. Manhole SS-01 (approx)	**-2.08**
D	Inv. Into MH SS-01 from SS-02	**-1.98**
E	Inv. Exiting MH SS-01	
F	Prop Inv into LS	**-3.58**
G		
H		
I		

DESIGN AND COMPLIANCE NOTES

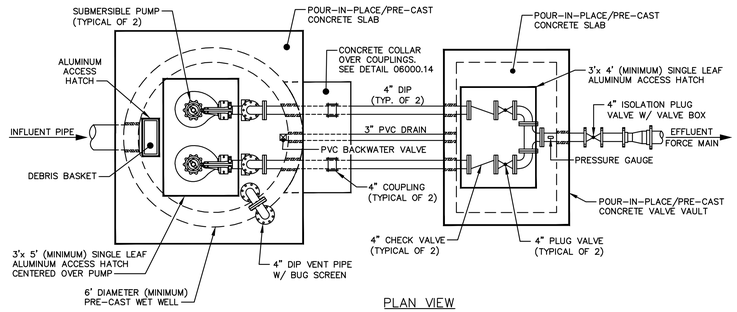
1. SYSTEM SPECIFIED THIS PAGE COMPLIES WITH THE FOLLOWING REFERENCE STANDARDS:
   + FLORIDA ADMINISTRATIVE CODE (FAC) CHAPTER 62-604 "COLLECTION SYSTEMS AND TRANSMISSION FACILITIES" AND ALL RELATED AND CROSS REFERENCED STANDARDS
   + NFPA 820
   + RECOMMENDED STANDARDS FOR WASTEWATER FACILITIES (TEN STATES STANDARDS).

2. PUMPS SHALL BE SUITABLE FOR HAZARDOUS LOCATIONS CLASS I, GROUP D, DIVISION 1 <or> DIVISION 2 (AS CATEGORIZED BY NFPA 820).

3. CONTROL PANELS SHALL BE U.L. LISTED PER 698A FOR OPERATING MOTORS LOCATED WITHIN CLASS I, GROUP D LOCATION.

4. WET WELL TOP AND CONTROLS MUST BE APPROPRIATELY LOCATED ABOVE THE 25 YEAR AND 100 YEAR FLOOD ELEVATIONS, RESPECTIVELY, PER F.A.C. 62-604.400(2)(e).

LITTLE JIM FISH CAMP-LIFT STATION DETAILS



PLAN VIEW

NOTES:
1. PUMP STATIONS SHALL MEET ALL STATE MINIMUM DESIGN REQUIREMENTS AND BE APPROVED BY THE DIRECTOR OF UTILITIES.
2. WET WELLS SHALL BE EPOXY COATED (80 mils).
3. ALL PIPE AND VALVE SIZES DISPLAYED ARE MINIMUM SIZES, AND THE ACTUAL SIZES WILL BE DETERMINED BY THE HYDRAULIC DESIGN OF A PROFESSIONAL ENGINEER.
4. ISOLATION VALVE WILL BE INCLUDED DOWNSTREAM OF FLOW METER VAULT WHEN A FLOW METER IS REQUIRED.

LIFT STATION
(NOT TO SCALE)

1. ASSEMBLED VALVE PIT ASSEMBLY SHALL BE PRESSURE TESTED @150 PSIG FOR MINIMUM 15 MINUTES WITH ZERO LOSS (TEST AGAINST CHECK VALVES AND CLOSED DISCHARGE).

2. CHECK VALVES AND ISOLATION VALVES ARE PROVIDED FOR EACH PUMP PER rswf 42.5 AND FDEP PERMIT ITEM 50.

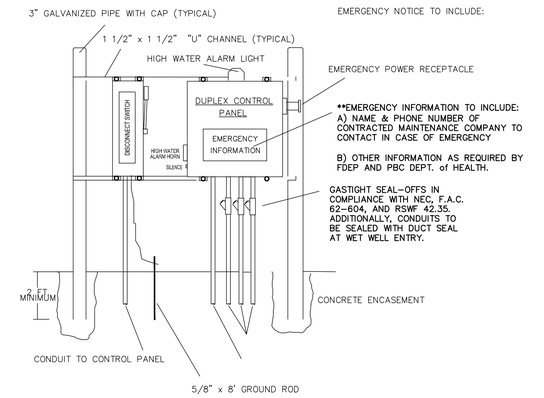
3. VALVE PIT SHALL HAVE ENCLOSED BOTTOM WITH SLOPED FLOOR AND DRAIN LINE RETURNING TO THE WET WELL (COMPLETE WITH P-TRAP ASSEMBLY) PER RSWF 44.33 AND FDEP PERMIT ITEM 70.

4. BY-PASS PUMP CONNECTION IS PROVIDED PER FAC 62-604.400(2)(a)(3).

5. COVER MUST INCLUDE TAMPER RESISTANT HARDWARE AND PADLOCK.

PRE-ASSEMBLED & PRESSURE TESTED VALVE PIT ASSEMBLY

GRINDER PUMP DETAILS

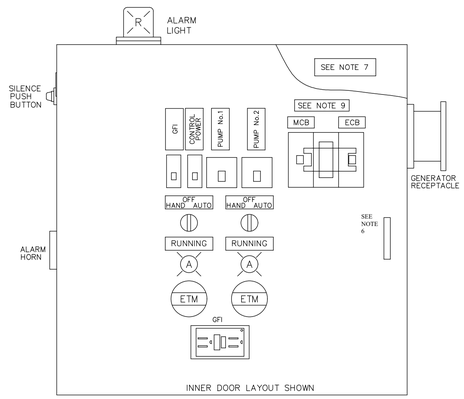


EMERGENCY NOTICE TO INCLUDE:

**EMERGENCY INFORMATION TO INCLUDE:
A) NAME & PHONE NUMBER OF CONTRACTED MAINTENANCE COMPANY TO CONTACT IN CASE OF EMERGENCY

B) OTHER INFORMATION AS REQUIRED BY FDEP AND PBC DEPT. of HEALTH.

**PROOF OF MAINTENANCE CONTRACT WILL BE REQUIRED PRIOR TO RELEASING LIFT STATION FOR OPERATION.



NEMA 4 ENCLOSURE
WITH DEAD FRONT OUTER DOOR

1) ALL WIRING AND GROUNDING IS TO BE IN ACCORDANCE WITH NEC AND LOCAL CODES.
2) WET WELL IS CLASSIFIED AS A CLASS I, GROUP D HAZARDOUS LOCATION. CONDUITS TO/FROM WET WELL MUST INCLUDE SEAL-OFFS, ETC. TO COMPLY WITH NEC AND LOCAL CODES.
3) ALL EQUIPMENT GROUNDING TO BE PROVIDED IN ACCORDANCE WITH NEC AND LOCAL CODES.
4) ALL PENETRATIONS INTO THE PUMP CONTROL PANEL ARE TO BE MADE IN THE BOTTOM OF THE ENCLOSURE ONLY.
5) POWER SERVICE METER CAN (IF PROVIDED) IS TO BE MOUNTED TO THE LEFT OF THE DISCONNECT SWITCH <OR> ON THE "REAR" OF THE EQUIPMENT RACK SHOWN.
6) CONTROL PANEL TO INCLUDE LIGHTNING ARRESTOR AND SURGE CAPACITOR IN ACCORDANCE WITH F.A.C. CHAPTER 62-604.400(2)(b).

ALL PRODUCTS SHOWN THIS PAGE ARE AVAILABLE FROM:

SOUTHEASTERN PUMP

Pompano Beach	(800) 396-4182
Tampa	(800) 688-5927
Jacksonville	(904) 425-6931

ELECTRICAL RISER DETAILS

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LIFT STATION DETAILS

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VERT. SCALE: N/A
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SHEET 10 of 12

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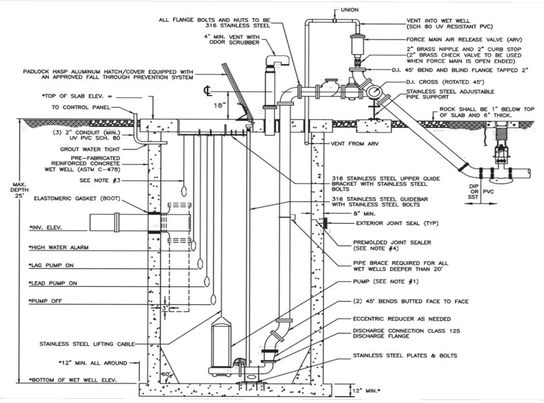
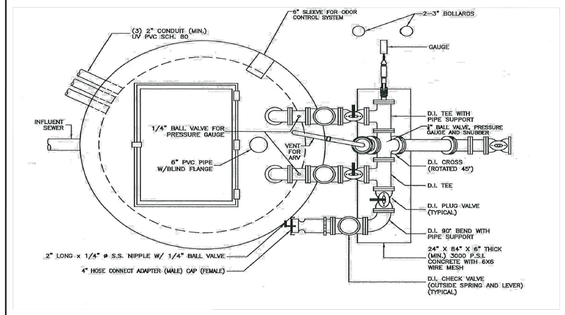


NOTES:
1. *THE DESIGN SPECIFICATIONS FOR THE WET WELL PUMPS, CONTROL ELEVATIONS AND DISCHARGE PIPING SHALL BE AS SPECIFIED BY THE ENGINEER-OF-RECORD, IN ACCORDANCE WITH SLCU UTILITY STANDARDS.
2. WET WELL INTERIOR WALLS SHALL BE PROTECTED WITH A LINER. THE WET-WELL EXTERIOR SHALL BE COATED WITH A PRIMER AND 2 COATS OF WATER BASED EPOXY 3-5 MILS EACH. APPLICATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURES SPECIFICATIONS.
3. A FLOAT SHALL BE PROVIDED FOR ALARM AND TO CONTROL BACKUP RELAY SYSTEM FOR THE PUMPS.
4. ALL OPENINGS FOR PIPES AND CONDUITS SHALL BE PRECAST. ALL JOINTS AND TOP SLAB SHALL BE SEALED WITH AN APPROVED SEALANT (SEE DETAIL). THE SPACE BETWEEN THE DISCHARGE PIPES AND THE TOP SLAB SHALL BE FILLED WITH WATERPROOF NON-SHRINKING GROUT.
5. THE INFLUENT PIPE DETAIL SHOWN ABOVE IS FOR A GRAVITY SEWER. FOR FORCE MAINS FROM A LIFT STATION OR LOW PRESSURE SEWER SYSTEM, A TEE SHALL BE INSTALLED AS SHOWN WITH DASHED LINE.
6. ONE PUMP SHALL BE EQUIPPED WITH A MIX-FLUSH VALVE.
7. THE DISCHARGE PIPE SHALL BE SCH-40 STAINLESS STEEL OR DR-11 HDPE PIPE TO THE FLANGE ABOVE THE GROUND.
8. ALL HARDWARE SHALL BE 316 STAINLESS STEEL AND ALL BOLTS AND NUTS SHALL BE 304 STAINLESS STEEL.

ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS

LIFT STATION WET WELL

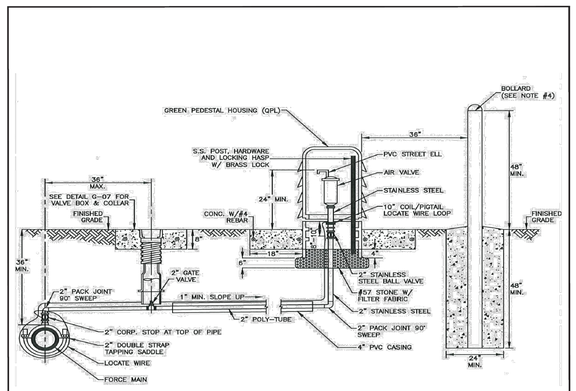
DATE APPROVED: APRIL 2024 | DRAWING NUMBER: S-16B



ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS

WET WELL PLAN VIEW

DATE APPROVED: APRIL 2024 | DRAWING NUMBER: S-16C

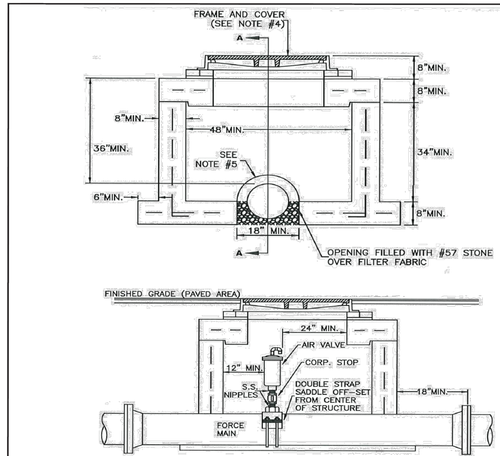


NOTES:
1. ALL AIR RELEASE VALVES SHALL BE INSTALLED IN ACCORDANCE WITH THIS DETAIL.
2. AIR VALVE, PIPING AND APPURTENANCES SHALL BE IN ACCORDANCE WITH SLCU UTILITY STANDARDS.
3. THE AIR VALVE SHALL BE SEIZED BY THE ENGINEER-OF-RECORD (EOR) BASED ON MANUFACTURER'S RECOMMNEDATION. THE EOR SHALL CONSULT WITH SLCU REGARDING THE TYPE OF VALVE TO BE USED AND LOCATION.
4. BOLLARDS (4) ARE REQUIRED AROUND THE PEDESTAL HOUSING UNLESS APPROVED OTHERWISE BY SLCU. BOLLARD SHALL BE INSTALLED PER SLCU DETAIL.

ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS

AUTOMATIC AIR RELEASE VALVE FOR FORCE MAINS IN UNPAVED AREAS

DATE APPROVED: APRIL 2024 | DRAWING NUMBER: S-16D



NOTES:
1. THIS DETAIL CAN ONLY BE USED WHEN PRIOR APPROVAL HAS BEEN OBTAINED FROM SLCU IN WRITING.
2. AIR VALVE SHALL BE TYPE AND SIZE APPROPRIATE FOR SERVICE INTENDED. FORCE MAINS REQUIRE 2" MINIMUM.
3. THE ACCESS MANHOLE SHALL MEET THE SPECIFICATIONS OF THE UTILITY STANDARDS MANUAL AND CONFORM TO ASTMC-478.
4. A HINGED COVER AND FRAME SHALL BE PROVIDED FOR A MINIMUM OPENING OF 32". THE COVER SHALL NOT HAVE A GASKET, SO THAT AIR CAN EXIT THE MANHOLE AND SHALL BE MARKED "SEWER ARV".
5. A CLEARANCE OF 2" SHALL BE MAINTAINED BETWEEN THE FORCE MAIN AND THE MANHOLE. THERE SHALL BE NO PIPE JOINTS WITHIN THE MANHOLE.
6. A LARGER MANHOLD WILL BE REQUIRED FOR PIPES LARGER THAN 12":

PIPE SIZE	MANHOLE DIAMETER
16", 24"	60"
30", 42"	72"

ST. LUCIE COUNTY WATER & WASTEWATER CONSTRUCTION STANDARDS

FORCE MAIN AIR VALVE AND ACCESS MANHOLE

DATE APPROVED: APRIL 2024 | DRAWING NUMBER: S-16E

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

COMPUTER FILE REF.	FIELD BK./PG.

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2980 SOUTH 25th STREET • FORT PIERCE, FLORIDA 34981
PHONE 772-464-3537 • FAX 772-464-9497 • www.ct-eng.com
STATE OF FLORIDA BOARD OF PROFESSIONAL ENGINEERS AUTHORIZATION NO. 4286

– REVISIONS –	BY	DATE
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	BY	DATE
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CALCS.	SKM	2/2/22
DRAWN	KU	9/4/24
DETAILED	----	----
CHECKED	SKM	9/4/24
APPROVED	SKM	9/4/24

LITTLE JIM CAMP SANITARY IMPROVEMENTS

LIFT STATION DETAILS

DATE: 9/4/24
HORIZ. SCALE: SCALE
VERT. SCALE: SCALE
JOB No. 21-122
SHEET 11 of 12

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1. GENERAL

1. Mobilization: Mobilization shall meet the requirements of FDOT Section 101. This work shall include, but is not limited to, operations necessary for the movement of personnel, equipment, supplies, and incidentals to the project site, and for the establishment of temporary offices, buildings, safety equipment and first aid supplies, sanitary and other facilities, as required by State and local laws and regulations. the costs of bonds and any required insurance, and any other preconstruction expense necessary for the start of work, excluding the cost of construction materials, shall also be included in this section. This section also includes any and all work related to the final cleanup.

2. Construction Surveying: The Owner shall provide horizontal control consisting of four control points. The Owner shall also provide vertical benchmarks as shown on the plans. This control shall be provided one time only. The Contractor is responsible for all other construction surveying. The Contractor is responsible to protect these reference points and the construction staking throughout the job. The Contractor shall bear the cost of any necessary restaking.

3. Soil Testing: Soil Testing shall be performed by a certified testing laboratory. The contractor shall be responsible for payment of any failed tests and inspections.

2. EARTHWORK AND GRADING

Materials and construction methods for earthwork, excavation, embankment and grading shall meet the requirements of FDOT Section 120 and shall be performed to achieve final grades, elevations and typical sections as shown on the plans for the proposed work.

1. Clearing and Grubbing: Clearing and grubbing shall meet the requirements of FDOT Section 110 and shall be performed within the limits of the project work. This work shall include, but is not limited to, the removal of existing trees, brush stumps, roots and other objectionable material to a depth of 18 inches below the natural ground or design grade, whichever is lower. The areas to be cleared and grubbed generally consist of rights-of-way, utility easements, water management tracts, and portions of the lots as detailed on the plans. The Contractor shall confirm with the Owner the removal of any trees for possible preservation. All material shall be removed from the site of the project and shall be disposed of in accordance with local, regional, State and Federal laws, regulations and ordinances.

2. Rough Grade: The Contractor shall grade the rights-of-way and lots to meet the requirements of FDOT Sections 110 and 120 and shall conform to the lines, grades, and typical sections as shown on the plans.

3. Fine Grade: The Contractor shall fine grade the roadway to meet the requirements of FDOT Sections 110 and 120 and shall conform to the lines, grades and typical sections as shown on the plans.

4. Sod: Sod shall meet the requirements of FDOT Section 570, 575, and 981 and shall be placed adjacent to the curbing for a minimum width of 24 inches.

5. Seed and Mulch: Seed and mulch shall meet the requirements of FDOT Sections 570, 575, and 981 and shall be placed in all disturbed areas not otherwise addressed in plans provided by the owner.

3. POTABLE WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEM

Materials, construction methods, required tests, testing methods and construction tolerances for the wastewater collection and transmission system shall meet the requirements of the current AWWA Specifications, FDEP, and St. Lucie County Utilities.

1. The Contractor and/or construction surveyor shall verify the elevation of the benchmark shown on construction plans. Verify all elevations of existing pavement, stubouts, and structures before starting construction and notify the Engineer if any discrepancy in elevations exist.

2. The Contractor is herein advised that "asbuilt drawings" will be performed on the project which will reflect the elevation and location of all structures and improvements on the project. These "asbuilt drawings" will be utilized by the Engineer to determine conformance of the project to required tolerances as set forth by permitting and/or approving public agencies. Tolerances established by these agencies must be met in order for the project to be accepted for final certification and approval. As Builts shall be in accordance with the St. Lucie County Utilities Systems Department Standards.

3. All construction shall be in accordance with the St. Lucie County Utility Systems Department's Technical Specifications and Construction Standards, latest revision, and with all applicable Florida Department of Environmental Protection Rules and Regulations.

4. No field changes or deviations from design are to be made without prior written approval of the Engineer of Record and St. Lucie County Utilities Systems Department.

5. The contractor shall coordinate service grades and location with the Engineer.

6. All materials, construction methods, testing and disinfection shall conform to the requirements of the St. Lucie CountY Utility Systems Department and AWWA current standards.

7. PVC Water Main: The Dimension Ration (DR) and Pressure Rating shall be C900, DR-18 (Pressure 6 class 235) for 4" to 12" pipe and C 905, DR-18 (Pressure rating 235) for 14" to 24" pipe. Minimum cover shall be 36 inches, unless otherwise noted. Water mains shall be blue in color.

8. Ductile Iron Fittings: Ductile iron fittings shall be used on all PVC C900 & C905 mains. Fittings shall conform to AWWA/ANSI C153/A21.53.06 with a minimum pressure rating of 350 psi. Fittings shall be coated as specified under c.(1) (d) Coating & Linings for DIP. Fittings shall be restrained with restrained joints as per the detail.

9. Gate Valve with Box: Valves 2"and larger shall be gray or ductile iron body, conforming to AWWA C509 or C515, with mechanical joints or flanged ends, and shall be equipped with a 2" square gray or ductile iron wrench nut. Valves shall be rated for 250-psi working pressure.

10. Water/Sewer lines shall be laid on undisturbed ground, compacted to 98% of maximum density in accordance with AASHTO T-180. Backfill shall be compacted to 98% of maximum density in accordance with AASHTO T-180. The contractor shall submit certified density tests on each 12" lift.

11. The contractor shall contact the Engineer of Record, the appropriate governmental jurisdictional agency and all utility companies at least 48 hours prior to commencement of construction for coordination of any utilities. The contractor shall schedule a pre-construction meeting with the Engineer, St. Lucie County Utilities Systems Department and the City of Fort Pierce Engineering Department a minimum of ten (10) working days prior to starting construction.

12. Areas to be open cut shall be overlaid within the limits of the open cut as indicated in the plans.

13. Minimum cover shall be 36" for water mains.

4. POTABLE WATER DISTRIBUTION SYSTEM

1. The contractor shall repair or replace any damage caused by construction activity. Disturbed areas shall be restored to their original condition. Any disturbed areas within Public rights-of-way shall be sodded. All other unpaved and unsodded areas disturbed during the construction shall be seeded and mulched in accordance with Section 570 of the Florida Department of Transportation specifications.

2. Existing utilities shall be field verified and protected by the contractor.

3. The contractor shall tap existing lines under the supervision of St. Lucie County Utilities Systems Department only after preliminary testing and disinfection has been completed and approved.

4. Water main shall be marked by the use of continuous Blue wire per the St. Lucie County Utility's Qualified Product list (QPL)

5. Service taps (Bacteria Sample Points (BSP)) shall be placed approximately ten feet away from gate valves, as shown, for testing. Following testing and sterilization of waterline, the Contractor shall place a brass plug in all corporation stops which were used as BSP's and remove the tubing and curb stops.

6. Mechanical restraints to be used on all fittings. No thrust blocks are to be utilized within the system.

7. Hydrostatic and leakage tests shall be made between valves and/or connectors for each section tested using the procedure outlined in ANSI/AWWA C600 for DIP and C605 for PVC.

   Allowable leakage formula:

$$L = \frac{SD\sqrt{P}}{148{,}000}$$

   Where:
   L = Allowable leakage in gallons per hour
   S = Length of pipe tested in feet
   D = Nominal diameter of the pipe in inches
   P = Average test pressure maintained during test in pounds per square inch gauge

8. Water main shall be disinfected and approved in accordance with the latest applicable Florida Department of Environmental Protection and AWWA requirements (AWWA C-651).

9. All crossings will be inspected by the Engineer prior to backfilling.

5. WASTEWATER COLLECTION AND TRANSMISSION SYSTEM

Materials, trench excavation, pipe-laying and backfilling operations shall meet the requirements of FDOT Sections 125 and 430. Pipe shall be laid in true alignment in a dry pipe trench with an adequate supporting value. If normal dewatering efforts fail as specified in FDOT Section 430, a minimum six inch compacted rock bed shall be used. All backfill shall be compacted to a minimum density of 95 percent of the maximum density as determined by AASHTO T-180, unless otherwise shown on the plans. Pipe laying shall proceed upgrade with spigot ends pointing in the direction of the flow.

1. 8" PVC Sanitary Sewer Main: 8" PVC sewer main shall meet the requirements of ASTM D-3212 for SDR 26. Minimum cover shall be 48 inches, unless otherwise noted. Sewer mains shall be green in color or marked as approved by PSLUSD.

2. Sanitary Manhole:

   A. Manhole interior shall be lined as detailed and specified by the manufacturer. The minimum inside diameter of manholes shall be 48". Non-penetrating lift pin inserts shall be installed by pre-cast Fabricator. Pre-cast reinforced manholes shall be in accordance with ASTM C478, Class II, made with Type II acid resistant cement, shall attain a minimum compressive strength of 4000 psi in 28 days. The liner system shall be cast integrally into the manhole, pre-cast concrete surrounding it, with alignment/grade of channels/1 openings for connecting pipes matching drawing requirements. Liner integrally formed bell gaskets shall comply with ASTM F477 Standard Specification for Elastomeric Seal (Gaskets) for Joining Plastic Pipe. Installation of pre-cast manholes shall comply with the details shown in the Construction Standards and in accordance with the manufacturer's recommendations.

   B. Manhole frames and covers shall be ductile iron or gray cast iron traffic rated heavy duty conforming to ASTM Designation A48, Class 30 and on the Qualified Product List. Covers shall be marked with the word "SANITARY SEWER" in 2" raised letters. Frames and covers shall be set to the correct finish grade elevation.

   C. The base slab and first ring of the pre-cast manhole shall be cast monolithically.

   D. Lift holes shall be grouted once the manhole is in place.

3. Sanitary Drop Manhole: Drop manholes shall meet the requirements of St. Lucie County Utilities and shall be constructed in the locations, elevations, and dimensions as shown on the plans. Manholes shall be set plumb to line and grade and shall rest on a carefully graded, uniform bearing base.

4. Service Connection: Sewer services shall meet the requirements of St. Lucie County Utilities and shall be 6 inch PVC Schedule 40 with a minimum slope of 1/8 per foot of run. Sewer services shall terminate and be plugged water tight at the back of the right-of-way or utility easement line at a depth of three feet. The sewer service shall be marked with a treated stake and electronic marker. The Contractor is not responsible for installation of meters.

5. PVC Force Main: PVC force main shall meet the same requirements as PVC water main. Minimum cover shall be 36 inches, unless otherwise noted. Force mains shall be white in color and marked with red tape or marked as approved by the Owner. The price of ductile iron fittings, meeting the requirements ANSI A21.10 (AWWA C-100), shall be included in this cost. Fittings shall be restrained with restrained joints and/or thrust blocks of poured in place concrete as per the water distribution details.

6. Testing: The Contractor shall visually inspect all gravity sewer mains to verify conformance to the requirements of St Lucie County Utilities with the aid of mirrors and lights. This inspection shall be performed after the completion of all manholes, connection of all services and all compaction efforts, but prior to paving. A full pipe diameter shall be visible between all manholes. The Contractor shall repair or replace any portion that does not meet the specifications at his own expense.

8. ST. LUCIE COUNTY UTILITIES SYSTEMS DEPARTMENT SEPARATION NOTES:

1. Water mains shall cross over other pipes unless not feasible. Sewers and force mains should cross under water mains whenever possible. Sanitary sewers, force mains and storm sewers crossing water mains shall be laid to provide a minimum vertical distance of 18 inches between the invert of the upper pipe and the crown of the lower pipe whenever possible. All crossings shall be arranged so that the sewer pipe joints and the water main pipe joints are equidistant from the point of crossing (full length of pipe centered on the crossing).

2. A minimum 10-foot horizontal separation shall be maintained between any type of sewer and water main in parallel installations whenever possible. In cases where it is not possible to maintain a 10-foot horizontal separation, the water main must be laid in a separate trench or on an undisturbed earth shelf located on one side of the sewer or force main at such an elevation that the bottom of the water main is at least 18 inches above the top of the sewer.

3. Maximum obtainable separation of reclaimed water lines and domestic water lines shall be practiced. A minimum horizontal separation of five feet (outside to outside), shall be maintained between reclaimed water lines and either potable water mains or sewage collection lines. A minimum vertical clearance of 18 inches must be maintained between reclaimed water lines and potable water mains or sewage collection lines. At crossings, provisions of FAC Rule 17-604 and 10 States Standards apply.

4. All potable water, wastewater, and reclaimed water facilities shall be located a minimum 5 feet horizontal (from edge of facility) from other public utilities, privately owned irrigation mains, drainage lines, drainage structures, power poles, and light poles.

5. A minimum of 10 feet horizontal separation is also required from structures, buildings, walls, fountains, and fences unless specifically approved by the St Lucie County Utilities in writing.

6. TV cable, phone lines and irrigation lines shall cross Department's facilities with a minimum of 12 inches vertical clearance.

7. Gas mains and electric power cables shall cross St Lucie County Utilities facilities with a minimum of 18 inches vertical clearance.

THE WORK

Existing Utilities and Structures:

Existing utilities, structures and facilities shown on the Drawings were located as accurately as possible from the records examined. No guarantee is made that all existing facilities are shown or that those shown are entirely accurate. The Contractor shall assure himself of the actual location of the utilities, structures, or facilities prior to performance of any work in the vicinity. The utility companies or utility agencies will co-operate with the Contractor's operations. Prior to start of the work, the Contractor shall request each utility agency to advise him of the location of their facilities in the vicinity. The Owner will assume no liability for damages sustained or cost incurred because of the Contractor's operation in the vicinity of existing utilities or structures, or to the temporary bracing and shoring of same. In the event that it is necessary to shore, brace, or swing a utility, the utility company or department affected should be contacted and their permission secured as to the method used for any such work.

Restoration of Damaged Structures or Utilities:

It shall be the responsibility of the Contractor to repair, rebuild or restore to its former condition, any and all portions of existing utilities, structures, equipment, appurtenances or facilities, other than those to be paid for under this Contract, which may be disturbed or damaged due to this construction operation, at no cost to the Owner.

Final Cleanup:

Upon completion of the work, but before final payment will be made, the Contractor shall clear and remove from the Project area, all falsework, equipment, surplus and discarded materials, rubbish and temporary structures which result from the work under this Agreement, and shall restore in an acceptable manner, all property which has been damaged during the prosecution of the work.

Record Information:

Upon completion of the work, but prior to submittal of the request for final payment, the Contractor shall obtain and submit record information to the Owner. This information shall include the following:

1. Water and Wastewater Systems:

   As-built plans for water/sewer mains shall be provided by the Contractor/Engineer of Record and shall be comprised of three (3) blueline copies of a certified survey. The blueline copies shall bear the original signature and embossed seal of the surveyor who performed the as-built survey. The as-builts shall be submitted after the completion of construction or as otherwise indicated herein, prior to submittal to St Lucie County Utilities Systems Department. The as-built survey shall be prepared in plan and profile format by a professional land surveyor registered in the State of Florida, and shall comply with applicable provisions of the Florida Administrative Code and Chapter 472 of the Florida Statutes. The as-built drawing shall be at the same scale and reference the same baseline as the drawings prepared by the Engineer of Record. The horizontal and vertical location of the mains and appurtenances shall be accurately depicted to scale and shall be identified relative to the baseline and relative to readily identifiable permanent reference points existing after the completion of the construction. Locations shall be shown for all fittings, valves, hydrants, manholes, sample points, air releases, etc., both horizontal and vertical, and the location of the main at each baseline station as shown on the plans (100 feet maximum) both horizontal and vertical. Underground facilities (i.e. drainage, gas, electric, telephone, etc.) crossing the mains shall be accurately shown both horizontally and vertically and shall identify size, type, facility, material, and clearance. All information shall be based upon measurements and observations made in the field by the surveyor certifying the survey, or by personnel under his employment, direction and supervision. The cost for preparing and maintaining the as-built plans shall be incidental to the construction cost.

2. Drainage System:

   a. High points and low points of swales;

   b. Locations and grate and invert elevations of all structures;

   c. Location, size, type, length and invert of all culverts.

3. Paving and Grading:

Location and elevation of high and low points in roadway and any other changes in grade.

The record information shall be certified by a Florida Professional Land Surveyor. Locations shall be made by reference to centerline stationing and offset or by other means acceptable to the Owner. Elevations shall be according to the North American Vertical Datum (NAVD).

Guarantee: All materials and the installation thereof which are furnished and installed by the Contractor, under the terms of the Agreement, shall be guaranteed by the Contractor against defective workmanship, mechanical and physical defects, leakage, breakage, and other damages and failure under normal operation for a period of one (1) year from the date of final payment, said date to constitute the commencement of the one (1) year warranty period. All materials and installations proving to be defective within the specified period of the guaranty shall be replaced, without cost to the Owner, by the manufacturer or the Contractor. The period of guarantee of each such replacement shall be from and after the date of installation thereof.

Company	Contact	Telephone Numbers
St. Lucie County Utilities	Ray Murankus	(772) 344-9751
Florida Power & Light	Patricia Blardinelli	(772) 337-7011
Comcast Cable	Rick Johnson	(561) 402-4513
AT&T	Ivan Arill	(772) 460-4441
Florida City Gas	Ron Muller	(321) 638-3424

GENERAL NOTES

1. Grassing shall be furnished and installed in conformance with the approved landscape plan. All disturbed areas not shown to be planted, mulched, etc. shall be sodded.
2. Sod shall be placed such that the top of the grass is at the same elevation as the top of adjacent finish grade.
3. The location of existing utilities shown is approximate only and must be field verified by the Contractor prior to beginning Work.
4. These plans shall not be used for construction unless they are marked "Approved for Construction".
5. Contractor to obtain and review all permits prior to starting construction
6. Drawing scale may change due to reproduction
7. Maintenance of traffic must be in conformance with FDOT Specifications.
8. All nuisance exotic vegetation on-site must be removed in conjunction with site development. Contractor is to confirm limits of preserve areas appropriately prior to starting construction.

STEFAN K. MATTHES, P.E.
FL. REG. NO. 38723

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APPROVED	SKM	9/4/24

LITTLE JIM CAMP SANITARY IMPROVEMENTS

SPECIFICATIONS

DATE: 9/4/24
HORIZ. SCALE: NA
VERT. SCALE: NA
JOB No. 21-122
SHEET 12 of 12

COPY

DELIVER TO: City of Fort Pierce, Purchasing Division Room 101 100 North U.S. #1 Fort Pierce, FL 34950 **MAIL TO:** City of Fort Pierce Purchasing Division, Room 101 P.O. Box 1480 Fort Pierce, FL 34954-1480	**CITY OF FORT PIERCE** **INVITATION TO BID** **and** **BIDDER ACKNOWLEDGMENT**
Bid Writer: Gelencia Carter, (772) 467-3102	**Bid No: 2025-008**
Pre-Bid Conference: **10:00 AM, THURSDAY, JANUARY 10, 2025**	**Bid Title: LITTLE JIM CAMP SANITARY IMPROVEMENTS**
Pre-Bid Conference Location: **CITY HALL, 1ST FLOOR** **ENGINEERING CONFERENCE ROOM** **100 NORTH U.S. #1, FT. PIERCE, FL 34950**	**Bid Opening Location:** Purchasing Division Conference Room, Room 101 100 North U.S. #1, 1st Floor Ft. Pierce, Florida 34950
Bid Due Date & Time: **3:00 PM, THURSDAY, FEBRUARY 13, 2025**	If you need any reasonable accommodation for any type of disability in order to participate in this procurement, please contact this department as soon as possible.
Bidder Name: R.K.Contractors Inc **Mailing Address:** 1720 Copenhaver Road	*I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder.* X _____ Authorized Signature (Manual)
City, State, Zip Code: Ft. Pierce, FL 34945	**Typed or Printed Name:** Devin Wheaton
Type of Entity (Select one): **Corporation** ✓ **Partnership** _____ **Proprietorship** _____	**Title:** Vice President
Incorporated in the State of: Florida **Year:** 2001	**Delivery in** _____ **days, After Receipt Order**
Phone Number: 772-201-5426	**Payment Terms: Net 30 Days**
Fax Number:	**FEIN or SS Number:** 65-0433749
E-Mail Address: rkcontractors20@gmail.com	**Local Business:** ✓ Y ___N **MWBE:** ___Y ___N
Bid Security is attached, when required, in the amount of $ 10% of Bid price **F.O.B. DESTINATION**	**If returning as a "No Bid" state reason:**
THIS PAGE MUST BE COMPLETED AND RETURNED WITH YOUR BID	

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See **Specific Instructions** on page 2.

Name (as shown on your income tax return)
R.K. Contractors Inc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1720 Copenhaver Road

Requester's name and address (optional)

City, state, and ZIP code
Ft. Pierce, FL 34945

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
			–			–		

or

Employer identification number
6	5	–	0	4	3	3	7	4	9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here **Signature of U.S. person ►** [signature] **Date ►** 02/19/2025

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

CITY OF FORT PIERCE BIDDER'S CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline, it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Check "Yes" or "No" to each of the following:	YES	NO
Is Invitation to Bid cover page (page 1) completed, signed and attached?	X	
Did you include proof of proper insurance as stated in the bid documents?	X	
Is Bid Response Form completed, signed and attached?	X	
Did you completed, signed and attached the W-9 Form?	X	
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	X	
Include proof of proper licensing as stated in bid documents.	X	
Hard Copy Submissions Only: Are the correct copies included? One (1) original and One (1) USB Drive?	X	
Is each Bid Addendum (when issued) signed and included?	X	

PLEASE SIGN AND RETURN WITH BID _____

BID RESPONSE FORM
LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS

Rev. February 10, 2025

Item No.	Description	Units	Quantity	Unit Price	Amount
1	MOBILIZATION/PERMITTING/GENERAL CONDITIONS/BOND/TESTING	LS	1	56,400	56,400
2	PRECONSTRUCTION VIDEO	LS	1	875	875
3	PREVENTION, CONTROL & ABATEMENT OF EROSION AND WATER POLLUTION	LS	1	6,900	6,900
4	CONSTRUCTION LAYOUT/RECORD DRAWINGS	LS	1	12,350	12,350
5	MAINTENANCE OF TRAFFIC	LS	1	8,500	8,500
6	CLEARING & GRUBBING	LS	1	6,400	6,400
7	REMOVAL OF EXISTING PAVEMENT/CONCRETE	SY	36	68.50	2,466
8	EMBANKMENT	CY	30	90.00	2,700
9	STABILIZATION, TYPE "B" (12")	SY	41	83.50	3,423.50
10	OPTIONAL BASE GROUP 06 (8")	SY	40	83.50	3,340
11	SUPERPAVE ASPHALTIC CONCRETE (SP 9.5) (TRAFFIC C) (1-1/2")	TN	3.5	2,212.50	7,743.75
12	6" PVC SANITARY SEWER	LF	22	115	2,530
13	8" PVC SANITARY SEWER	LF	208	80	16,640
14	1" POLYETHYELENE WATER SERVICE	LF	150	102	15,300
15	2" HDPE FORCEMAIN	LF	640	61.50	39,360
16	UTILITY FITTINGS	TN	0.25	4,394	4,394
17	PERFORMANCE TURF (SOD) (BAHIA)	SY	400	9.60	3,840
18	6" SANITARY CLEANOUT	AS	2	2,118.50	4,237
19	SANITARY MANHOLE (0' – 6')	EA	4	12,060	48,240
20	1" WATER METER ASSEMBLY & RPZ	AS	1	2,960.50	2,960.50
21	1" TAPPING SADDLE W/ CORP. STOP	AS	1	3,600	3,600

22	2" TAPPING SADDLE (SEWER)	AS	1	2,755	2,755
23	2" AIR RELEASE VALVE ASSEMBLY	EA	2	10,272	20,544
24	2" GATE VALVE ASSEMBLY	EA	1	2,109	2,109
25	1-1/2" HOSE BIB	AS	1	2,652	2,652
26	SAMPLE POINT	EA	1	2,575	2,575
27	GRINDER LIFT STATION (COMPLETE)	LS	1	62,200	62,200
28	FPL POWER & SERVICE (Allowance)	LS	1	10,000	10,000
Total Site Improvement Bid:					$ 355,134.75
Add 10% Construction Contingency for potential field change orders:					$ 35,513.47
TOTAL FINAL BID:					$ 390,648.22

EXHIBIT "D"
SECTION 001

PROPOSAL TO
THE CITY OF FORT PIERCE

FOR

LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS

NAME OF BIDDER: R.K. Contractors, Inc

MAILING ADDRESS: 1720 Copenhaver Road., Ft. Pierce, FL 34945

STREET ADDRESS: 1720 Copenhaver Road., Ft. Pierce, FL 34945 (Zip Code)

PHONE NUMBER: 772-201-5426

To the: City of Fort Pierce

Pursuant to and in compliance with your notice inviting sealed proposals (Call for Bids), Instructions to Bidders, and the other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the contract, and the cost of the Work at the place where the Work is to be done, hereby proposes and agrees to perform within the time stipulated in the Contract, including all of its component parts and everything required to be performed, and to provide and furnish any and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner, all of the Work required in connection with the construction of said Work, all in strict conformity with the plans and/or details, specifications and other related Contract Documents included herein.

The undersigned Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. 1	Dated 1/31/25	No. 4	Dated 2/11/25
No. 2	Dated 2/4/25	No. 5	Dated 2/11/25
No. 3	Dated 2/5/25	No. 6	Dated 2/13/25

The undersigned Bidder agrees that the Work shall be achieve final construction within 150 calendar days according to the schedule and the Notice to Proceed set forth in these Documents.

The undersigned Bidder further agrees to pay liquidated damages as described herein and engineering and field inspection expenses, due to overtime work and avoidable delays, which shall be in addition to such other amounts for actual delay damages.

Bidder has stated all prices in numerals in accordance with Section 11.2 of the Instruction to Bidders in the blank space(s) provided for that purpose. Bidder has completed all portions of the Bid to avoid disqualification.

The undersigned, as Bidder, declares that the Bid is made in good faith; that this proposal is made without collusion with any person, firm, or corporation; and he proposes and agrees, if the proposal is accepted, that he will execute a contract with the City in the form set forth in the Contract Documents;

that he will furnish the Contract Security Insurance Certificates; that he is aware that failure to properly comply with the requirements set out in the INSTRUCTIONS TO BIDDERS and elsewhere in the Contract Documents may result in a finding that the Bidder is non- responsive and a forfeiture of the Bid Security.

The undersigned Bidder agrees to furnish the required bonds and insurance and to enter into a contract within 10 days after receipt of Notice of Award and further agrees to complete the Work within the time period specified in the Notices to Proceed for each individual project.

The undersigned declares that he has had prior experiences in the type of Work required and has the necessary finances, personnel, working organization, and equipment available to execute the proposed Work.

Bids shall only be considered from those Bidders who have obtained these Contract Documents directly from the City either electronically or from Demand Star.

LIST OF MAJOR SUBCONTRACTORS

1. If awarded a contract as a result of this Bid, the major subcontractors used in the prosecution of the Work will be those listed below, and

2. The following list includes all subcontractors who will perform Work, and

3. The Bidder represents that the subcontractors listed below are financially responsible and are qualified to do the Work required, and

4. 40% of Work must be done by the General Contractor's entity.

If no major subcontractors are to be used, so state on this form

Work to be Done	Name of Subcontractor	Address
Directional Drilling	K3 Directional Drilling	8526 SW Kansas Ave Stuart, FL

Notice of Proceed shall be issued by the City with the specified Work to be completed as described in Section 8 of the General Conditions, within the number of days stated when each Project Contract Time begins to run as specified in the Notice to Proceed.

Work shall be completed, ready for final payment in accordance with Section 8 and 9 of the General Conditions.

Time is of the essence of this Contract and Contractor recognizes that the City will suffer financial loss if the Work, or portions authorized, is not completed within the number of days stated above. Accordingly, Contractor agrees to pay City the liquidated damages stated in the Agreement for each day after the time specified above that the Work is not complete in accordance with Sections 8 and 9 of the General Conditions and with the Agreement.

These liquidated damages are cumulative and additive and represent a reasonable estimate of City's expenses for extended delays. Furthermore, Contractor agrees to pay City expenses for inspection, engineering services, and administrative costs associated with such delay.

In addition to these amounts, there may be additional other amounts for delay damages incurred by City as a result of delays by Contractor. These actual delay damages will include, but not be limited to, delay damage settlements or awards, penalties, and professional fees incurred in connection with such settlements, awards, or penalties and fines imposed by regulatory agencies, contract damages, and loss of use.

ACCOMPANYING THIS PROPOSAL IS bidders bond
(Insert the word(s) "cashier's check," "bidder's bond," "certified check," or other security as provided by law, as the case may be), in an amount equal to at least 10% of the total amount of the bid, payable to the CITY OF FORT PIERCE the undersigned deposits above-named security as a proposal guarantee and agrees that it shall be forfeited to the City as liquidated damages in case this proposal is accepted by the City and the undersigned fails to execute a contract with the City as specified in the Contract Documents, accompanied by the required payment and faithful performance bonds, with sureties satisfactory to the City, and accompanied by the required certificates of insurance coverage and endorsements. Should the City be required to engage the services of an attorney in connection with the enforcement of this bid, bidder promises to pay City reasonable attorneys' fees and costs (including attorneys' fees and costs on appeals), incurred with or without suit.

The Work shall be performed under a State of Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided, and license shall be appropriate for the nature of the Work.

The Bidder certifies that the following documents are included in the Bid and are complete:

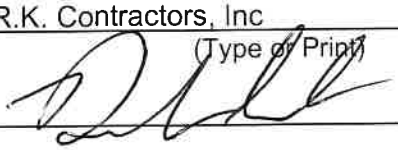
1. Bid form, list of Addenda received, and authorized signatures.
2. Bid Bond with Power of Attorney attached.
3. Affidavit of Non-Collusion.
4. Trench Safety Act Form.

The Bidder further certifies that he will submit within ten (10) days of notification of the Apparent Successful Bidder:

1. List of Major Subcontractors
2. Payment Bond
3. Performance Bond
4. Agreement
5. Certificates of Insurance

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth below, together with signature(s) of the officer or officers authorized to sign contracts on behalf of the corporation and corporate seal; if bidder is a partnership, the true name of the firm shall be set forth below with the signature(s) of the partner or partners authorized to sign contracts in behalf of the partnership; and if the bidder is an individual, his signature shall be placed below.

Bidder: R.K. Contractors, Inc
(Type or Print)

By: 

Name: Devin Wheaton

Title: Vice President

Dated: 2/12, 2025

(Corporate Seal)

Attest
If Corporation

By: 
(Signature)

Name: Devin Wheaton

Title: VP

Witnesses: 
(Signature)

(If partnership
Or individual)_____
(Signature)

Contractor's License (State, Number, Expiration Date, Type of License)

CUC 056834

END OF SECTION

Executed in 2 Counterparts

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, R. K. Contractors, Inc., as Principal, and FCCI Insurance Company, as Surety, are held and firmly bound unto the City of Fort Pierce, hereinafter called the City, in the penal sum of Ten Percent of Amount Bid---------- ---------- Dollars ($----------10%----------), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents. The Bid Bond amount shall be ten (10) percent of the Base Bid amount as entered on the Bid Form.

The condition of this obligation is such that whereas the principal has submitted the accompanying bid dated February 13 2025, for the 2025-008, LITTLE JIM CAMP SANITARY IMPROVEMENTS Fort Pierce, Florida

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period of time set forth in the Contract Documents, and shall within ten (10) calendar days after receipt of the Notice of Award enter into a written contract with the City in accordance with the bid as accepted, and if the Principal shall give the required bonds with good and sufficient sureties for the faithful performance and proper fulfillment of such contract and for the protection of subcontractors, laborers and material men, and if the Principal has provided the required evidence of insurance as set forth in the Contract Documents and complied with the Florida Department of Environmental Protection certifications and requirements, and all other contract provisions, or in the event of withdrawal of said bid within the periods specified, or the failure to enter into said contract, or failure to comply with FDEP requirements, or otherwise, if the Principal shall within sixty (60) days after request by the City to pay to the City the difference between the amount specified in said bid and the amount for which the City may procure the required work, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

It is further agreed that if the City is required to utilize legal counsel to recover on this bond, it may also recover its costs relating thereto, including a reasonable amount for attorneys' fees and costs, including attorneys' fees and costs in appellate proceedings.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals this day of February 13, 2025, the name and corporate seal of each corporate party being hereto affixed, and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

WITNESSES
(if individual
or partnership)

_____

_____

PRINCIPAL

R. K. Contractors, Inc.

By: _____
(Signature)

Name: Devin Wheaton

Title: VP

ATTEST (if corporation)

By: _____
(Signature)

Name: Devin Wheaton

Title: VP

(Corporate Seal)

SURETY

FCCI Insurance Company

By: _____
(Signature)

Name: Jeffrey W. Reich Inquiries: 407-786-7770

Title: Attorney-In-Fact & FL Licensed Resident Agent

(Surety Seal)

Attach a certified copy of Power of Attorney appointing individual Attorney-in-Fact for execution of Bid Bond on behalf of Surety.

Any Claims under this bond may be addressed to:

Name of Surety FCCI Insurance Company

Mailing Address 6300 University Parkway Sarasota, FL 34240

Street Address 6300 University Parkway Sarasota, FL 34240

Name and Mailing and Street Florida Surety Bonds, Inc.

Address of Agent or 620 N Wymore Rd., Suite 200, Maitland, FL 32751

Representative in Florida 620 N Wymore Rd., Suite 200, Maitland, FL 32751

(if different than above) ----------

Telephone Number of Surety 941-907-3224

and Agent or Representative 407-786-7770

in Florida ----------

END OF SECTION

FCCI INSURANCE GROUP

GENERAL POWER OF ATTORNEY

Know all men by these presents: That the FCCI Insurance Company, a Corporation organized and existing under the laws of the State of Florida (the "Corporation") does make, constitute and appoint:

Cheryl A. Foley; Emily J. Golecki; Kim E. Niv: Sonja Amanda Floree Harris; Robert P. O'Linn; Sarah K. O'Linn; Jeffrey W. Reich; Susan L. Reich; Nathan K. Reich; & Lisa A. Roseland

Each, its true and lawful Attorney-In-Fact, to make, execute, seal and deliver, for and on its behalf as surety, and as its act and deed in all bonds and undertakings provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the sum of (not to exceed $30,000,000.00): $30,000,000.00

This Power of Attorney is made and executed by authority of a Resolution adopted by the Board of Directors. That resolution also authorized any further action by the officers of the Company necessary to effect such transaction.

The signatures below and the seal of the Corporation may be affixed by facsimile, and any such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.

In witness whereof, the FCCI Insurance Company has caused these presents to be signed by its duly authorized officers and its corporate Seal to be hereunto affixed, this 23rd day of July, 2020.

Attest: Christina D. Welch

Christina D. Welch, President
FCCI Insurance Company

FCCI INSURANCE COMPANY CORPORATE SEAL 1994 FLORIDA

Christopher Shoucair,
EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

State of Florida
County of Sarasota

Before me this day personally appeared Christina D. Welch, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

State of Florida
County of Sarasota

Before me this day personally appeared Christopher Shoucair, who is personally known to me and who executed the foregoing document for the purposes expressed therein.

My commission expires: 2/27/2027

NOTARY PUBLIC STATE OF FLORIDA PEGGY SNOW Commission # HH 326535 Expires February 27, 2027

Peggy Snow
Notary Public

CERTIFICATE

I, the undersigned Secretary of FCCI Insurance Company, a Florida Corporation, DO HEREBY CERTIFY that the foregoing Power of Attorney remains in full force and has not been revoked; and furthermore that the February 27, 2020 Resolution of the Board of Directors, referenced in said Power of Attorney, is now in force.

Dated this 13th day of February, 2025

Christopher Shoucair, EVP, CFO, Treasurer, Secretary
FCCI Insurance Company

BID FORMS

BIDDER'S QUALIFICATIONS QUESTIONNAIRE

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. Qualifications Questionnaire must be submitted with the Proposal.

1. Name of Bidder. R.K. Contractors, Inc
2. Permanent Main Office address.1720 Copenhaver Road., Ft. Pierce, FL 34945
3. When organized? 8/27/1993
4. If a corporation, where incorporated? Florida
5. How many years have you been engaged in construction under this present firm or trade name? 32 years
6. Contracts on hand: (Schedule of these, showing gross amount of each contract and the appropriate anticipated dates of completion.) See attached
7. General character of work performed by you. All of our projects are completed per plan and without issues
8. Have you ever failed to complete any work awarded to you? If so, where and why? N/A
9. Have you ever defaulted on a contract? If so, where and why? N/A
10. List the more important contracts recently completed by you, stating approximate gross costs of each and the month and year completed. Include the name and telephone number of contact in company for which you provided work. See attached
11. List your major equipment available for this contract. See attached
12. Experience in general construction work similar in scope to this project. (If additional space is needed or required, it may be attached to this sheet.) See attached
13. Background and experience of the principal members of your company, including the officers. See attached
14. Give bank reference. PNC Bank. Branch Manager Shelly,
15. You will furnish a detailed financial statement and, upon request, any other information that may be required by the City of Fort Pierce.
16. The Undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Fort Pierce in the County of St. Lucie in verification of the recitals comprising this Bidder's Qualifications Questionnaire.

BID FORMS

Dated at _____ this 19th day of February, 2025.

Contractor:

R.K. Contractors, Inc

By _____

Devin Wheaton VP
(Name & Title)

County of St Lucie
State of Florida

Devin Wheaton, being duly sworn, deposes and says that he is VP of R.K. Contractors, and that the answers to the foregoing questions and all statements contained therein are true and correct.

Subscribed and sworn to before me this 19th day of February, 2025.

_____
Notary Public

My Commission Expires:

03/15/2027 (Seal)

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION

NON-COLLUSION AFFIDAVIT

STATE OF Florida

COUNTY OF St. Lucie

Devin Wheaton, being first duly sworn, deposes and says:

That he/she is Vice President
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the City of Fort Pierce, of the County of St. Lucie, or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

R.K. Contractors, Inc
(Firm Name)

By: _____

Title: Vice President

Subscribed and sworn to before me this 19th
day of February, 2025

_____
Notary Public

My Commission expires: (Seal)
03/15/2027

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

END OF SECTION

PUBLIC ENTITY CRIMES AFFIDAVIT

SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid No. 2025-008 for **Little Jim Fish Camp Sanitary Improvements**

2. This sworn statement is submitted by R.K. Contractors, Inc
(name of entity submitting sworn statement)
whose business address is 1720 Copenhaver Road., Ft. Pierce, FL 34945
and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0433749
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. My name is Devin Wheaton my relationship to the entity
(please print name of individual signing)
named above is Vice President/Owner.

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an "affiliate" as defined in paragraph 287.133(1)(a), Florida Statutes, means:
1. A predecessor or successor of a person convicted of a public entity crime: or
2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The

term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement.
(Please indicate which statement applies.)

_X_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND **(Please indicate which additional statement applies.)**

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. **(Please attach a copy of the final order.)**

_____ The person or affiliate has not been placed on the convicted vendor list. **(Please describe any action taken by or pending with the Department of General Services.)**

Signature: _____

Date: 02/19/2025

STATE OF Florida

COUNTY OF St. Lucie

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

Devin Wheaton who, after first being sworn by me, affixed his/her signature in (name of individual signing) the space provided above on this 19th day of February 2025.

NOTARY PUBLIC SEAL:

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

My commission expires: 03/15/2027

END OF SECTION

BID FORMS

CERTIFICATION OF NON-SEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors, exempt from the provisions of the Equal Opportunity clause, and that he will retain such certification in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE: 2/19/25 , 2025

Official Address
(Including Zip Code):

1720 Copenhaver Road., Ft. Pierce, FL 34945

By: Devin Wheaton

Vice President
(Title)

END OF SECTION

BID FORMS

TRENCH SAFETY ACT COMPLIANCE STATEMENT
BID NO. 2025-008

Instructions:

Chapter 90-96 of the Laws of Florida requires all contractors engaged by the City of Fort Pierce to comply with Occupational Safety and Health Administration Standard 29 C.F.R. s. 1926.650 Subpart P. All prospective contractors are required to sign the compliance statement and provide compliance cost information where indicated below. The costs for complying with the Trench Safety Act must be incorporated into this project's base bid.

Certify this form in the presence of a notary public or other officer authorized to administer oaths.

Certification:

1. I understand that Chapter 90-96 of the Laws of Florida (The Trench Safety Act) requires me to comply with OSHA Standard 29 C.F.R. s. 1926.650 Subpart P. I will comply with The Trench Safety Act and I will design and provide trench safety systems at all trench excavations in excess of five feet in depth for this project.

2. The estimated cost imposed by compliance with The Trench Safety Act will be:

Twelve Hundred Dollars
(Written)

$1,200.00
(Figures)

3. The amount listed above has been included within the Base Bid.

Certified: R.K. Contractors Randy Bowers
(Company-Contractor)
By: _____
(President's Signature)
Randy Bowers
(President's Typed or Printed Name)

Notarization:

Sworn to and subscribed before me in St Lucie County, Florida on the 19th day of February 2025.

Notary Public: _____ (affix seal) My Commission Expires: 03/15/2027

END OF SECTION

Notary Public State of Florida
Colleen Sue Hayes
My Commission HH 333852
Expires 3/15/2027

DRUG-FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that R.K. Contractors, Inc does:
(Name of Business)

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

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

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

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

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

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

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

Proposer's Signature

2/19/25
Date

END OF SECTION

EXHIBIT "D"
SECTION 017

SUBSTITUTION SHEET
FORT PIERCE, FLORIDA

PROJECT TITLE: LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS

BID NO. 2025-008
SUBSTITUTION SHEET

DESCRIPTION OR BID ITEM NO.	MAKE SPECIFIED	PROPOSED SUBSTITUTION	ADD	DEDUCT
N/A			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
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			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$
			$	$

THE FOLLOWING IS TO COMPLETED BY PRIME BIDDER:

Name of firm: R.K. Contractors, Inc

Corporate Title: R.K. Contractors, Inc

Address: 1720 Copenhaver Road., Ft. Pierce, FL 34945

(Zip Code)

By: Devin Wheaton (Print name) Vice President (Print title)

(Authorized Signature)

Telephone: (772) 201-5426

Fax: ( )

State License # CUC056834 **(ATTACH COPY)**

County License # 24-00032768 **(ATTACH COPY)**

City License: **(ATTACH PROOF OF REGISTRATION WITH THE CITY)**

Type of License: Underground Utility Contractor

Unlimited _____(yes/no)

If "NO", Limited to what trade? _____

END OF SECTION

EXHIBIT "D"
SECTION 019

LIST OF REFERENCES

FORT PIERCE/ST. LUCIE COUNTY, FLORIDA

PROJECT TITLE: LITTLE JIM FISH CAMP SANITARY IMPROVEMENTS

BID NO. 2025-008

OWNER'S NAME/ADDRESS	PROJECT	CONTACT PERSON	TELEPHONE NUMBER
ALDI Ft Pierce #37 5553 Okeechobee Road Ft. Pierce, FL	ALDI Underground Utilities	Tim Glazer, Project Manager	513-223-4244
Palm City Elementary School Board Of Martin County	Palm City Elementary Underground Utilities	RJ Buchmeyer	772-370-9144
Hooks Construction 2211 S Kanner Hwy Stuart, FL 34994	Multiple Projects	Steve Hooks	772-419-8828
Trinity Church Ft. Pierce, FL	Trinity Classrooms Underground Utilities	Todd Wickard	772-203-5929

END OF SECTION

Bid No.: 2025-008

Project Description: **Construction of a sanitary sewer collection system to service an existing development identified as Little Jim Bait and Tackle having an address of 601 N. Causeway Drive, Fort Pierce, Florida. Proposed improvements include a private grinder lift station (complete), 230 LF of 6" & 8" sanitary sewer service, 640 LF of 2" forcemain via directional bore, and a 1" water service.**

Vendor/Consultant acknowledges and agrees to the following:

1. Vendor/Consultant shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor/Consultant during the term of the contract; and
2. shall expressly require any subcontractors performing work or providing services pursuant to this contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

Company/Firm: R.K. Contractors, Inc

Authorized Signature:

Title: Vice President

Date: 2/19/25

END OF SECTION

CHRIS CRAFT Serving Our Neighbors
TAX COLLECTOR
ST. LUCIE COUNTY

P.O. Box 308, Fort Pierce, FL 34954
tcslc.com

2024 - 2025

St. Lucie County Local Business Tax Receipt

Facilities or machines # Rooms # Seats # Employees #15 Receipt #1799-00940013

Expires SEPTEMBER 30, 2025

Type of business 1799 MISC/SPECIALTY CONTRACTOR (Underground Utility & Excavation Contractor)

DBA name R.K contractors, Inc

Business: Randy Bowers

Mailing address: Randy Bowers
1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

Business location: 1720 Copenhaver Rd
Fort Pierce, FL 34945-4446
GOOD FOR THIS LOCATION ONLY

RENEWAL		City of Fort Pierce	
Original tax:	$24.75	2313-133-0001-000/3	3928524909CC
Penalty:			
Collection cost:		Paid 07/02/2024 24.75	0025-20240702-049005
Total:	$24.75		

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the local business taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession or occupation.

Pursuant to Florida law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1 of each year and shall expire on September 30 of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1 shall be delinquent and subject to a delinquency penalty of 10 percent for the month of October. An additional 5 percent penalty for each month of delinquency is added until paid, provided that the total delinquency penalty shall not exceed 25 percent of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector is entitled to a collection fee of $1 to $5. This fee is based on the amount of Local Business Tax, which will be collected from delinquent taxpayers after September 30 of the business year.

This receipt is a Local Business Tax only. It does not permit the local business taxpayer to violate any existing regulatory or zoning laws of the state, county or city. It also does not exempt the local business taxpayer from any other taxes, licenses or permits that may be required by law.

Pursuant to Florida law, Local Business Taxes are subject to change.

Randy Bowers
1720 Copenhaver Rd
Fort Pierce, FL 34945-4446

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/19/2025

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
Brown & Brown Insurance Services, Inc.
32313 Broadway Street
Suite 200
Sebring FL 33870

CONTACT NAME: Jennifer Pauze
PHONE (A/C, No, Ext): (863) 385-5171 FAX (A/C, No):
E-MAIL ADDRESS: Jennifer.Pauze@bbrown.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Auto-Owners Insurance Group	018988
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
R K Contractors Inc
1720 Copenhaver Rd
Fort Pierce FL 34945-3061

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 Master Cert **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 [X] PRO-JECT [ ] LOC [ ] OTHER:			72698658	10/03/2024	10/03/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 3,000,000
							PRODUCTS - COMP/OP AGG	$ 3,000,000
								$
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			9543470900	10/03/2024	10/03/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			9543470902	10/03/2024	10/03/2025	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER
Cit of Ft Pierce Attn: Purchasing Dept
100 North US Highway 1
Ft Pierce FL 34950

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
Roland Bishop

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January 31, 2025

CITY OF FORT PIERCE

LITTLE JIM CAMP SANITARY IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 1

The purpose of this addendum is to provide additional clarification pertaining to project permitting Requirements.

All required construction permits, and applicable permitting fees shall be provided by the contractor and reimbursed as a part of line- item number one (1) as identified on the Bid Response Form "Mobilization/General Conditions/Bond/Testing/Permitting".

All other conditions of this proposal remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____ Manual

Signature: _____ Typed or Printed

Company Name: R.V. Contractors Inc.

Address: 1720 Copenhaver Rd

Fort Pierce, FL 34945

Date: 02/19/25

/mg

Attachments: Bid Response Form: Little Jim Camp Sanitary Improvements

February 4, 2025

CITY FORT PIERCE

LITTLE JIM FISH CAMP SANITARY SEWER IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 2

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

QUESTION: Is there a Geotech report detailing whether or not there is rock present in the area?

ANSWER: There was no geotechnical study conducted.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: R.K. Contractors Inc.

Address: 1720 Copenhaver Rd
Fort Pierce, FL 34945

Date: 02/19/25

/lh

February 5, 2025

CITY FORT PIERCE

LITTLE JIM FISH CAMP SANITARY SEWER IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 3

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

QUESTION: It looks like the drill is 487' of 2" drill and the bid sheet calls for 640' what is the explanation for the discrepancy?

ANSWER: The revised plans are attached to this addendum. Please disregard the plans originally posted with the advertised Request for Bids and utilize the attached plans having a Bid Plan Set date of September 4, 2024.

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: R.K. Contractors, Inc.

Address: 1720 Copenhaver Rd
Fort Pierce, FL 34945

Date: 02/19/25

/lh

Attachment: **Revised Plans**

CITY FORT PIERCE

LITTLE JIM FISH CAMP SANITARY SEWER IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 4

The purpose of this addendum is to provide a **corrected Bid Response Form** and to extend the bid opening date from 3:00PM, Thursday, February 13, 2025, to:

3:00 PM, Thursday, February 20, 2025

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____ (Manual)

Signature: _____ (Typed or Printed)

Company Name: R.K. Contractors Inc.

Address: 1720 Copenhaver Rd
Fort Pierce, FL 34945

Date: 02/19/25

Attachment: **Revised Bid Form**

February 11, 2025

CITY FORT PIERCE

LITTLE JIM FISH CAMP SANITARY SEWER IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 5

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

QUESTION: Can the lift station be expanded for future expansion by changing pumps only? If so, what would the maximum increase be?

ANSWER: **Unknown. This would be governed by the proposed flow into the lift station and the storage capacity within the wet well.**

QUESTION: What is the total ERC for the lift station?

ANSWER: **7.6**

QUESTION: What was the basis for determining ERC? (i.e. Existing Little Jim store, future expansion which may include a restaurant, and restrooms towards roadway that is located on DOT property)?

ANSWER: **Existing restaurant and public restroom facilities.**

QUESTION: Is the lift station to be precast or fiberglass?

ANSWER: **Typically grinder stations are fiberglass, but this should be confirmed with the manufacturer's standard specifications.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: R.K. Contractors Inc.

Address: 1720 Copenhaver Rd
Fort Pierce, FL 34945

Date: 02/19/25

February 13, 2025

CITY FORT PIERCE

LITTLE JIM FISH CAMP SANITARY SEWER IMPROVEMENTS

BID NO. 2025-008

ADDENDUM NO. 6

The purpose of this addendum is to respond to questions submitted by potential bidders for clarification of the bid specifications:

QUESTION: The benchmarks on the plan are in NAVD88 datum but the finished grade for the slab at the lift station is in NGVD datum. The 5.0' finished grade in NGVD would then lend itself to the proposed structures also being in NGVD datum but I do not see any note on the plans either way. Do you have any clarification?

ANSWER: **All benchmarks and elevations are in NAVD 88 datum.**

QUESTION: Can you clarify where the 2" gate valve on the bid sheet is located?

ANSWER: **The 2" gate valve is to be installed on the exterior of the valve vault prior to the air release valve.**

All other conditions of this bid remain the same.

Please acknowledge receipt of this addendum and include it with your submittal.

Signature: _____
Manual

Signature: _____
Typed or Printed

Company Name: R.K. Contractors, Inc.

Address: 1720 Copenhaver Rd
Fort Pierce, FL 34945

Date: 02/19/25

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOWERS, RANDY LEE

R K CONTRACTORS INC
803 S INDIAN RIVER DR
FORT PIERCE FL 34950

LICENSE NUMBER: CUC056834

EXPIRATION DATE: AUGUST 31, 2026

Always verify licenses online at MyFloridaLicense.com

ISSUED: 08/21/2024

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RK Contractors, Inc
1720 Copenhaver Road
Ft. Pierce, FL 34945
RKContractors20@gmail.com
CUC056834

RK Contractors has been doing business in the tri-county area for over the past 25 years. We specialize in all aspects of underground utility construction including commercial, residential, and municipal projects. We offer complete packages for new drainage systems, water service systems, sewer service systems, and fire line installations as well as emergency repairs of existing systems.

Trade References

Hooks Construction
2211 S Kanner Hwy
Stuart, FL 34994
Steve Hooks
772-419-8828 (Office)
steve@hooksconstruction.net

C Calvert Montgomery & Associates
959 SE Federal Highway
Stuart, FL 34994
Scott Montgomery
772-287-3636 (Office)
scott@ccmaengineers.com

Mathers Engineering Corporation
2431 SE Dixie Highway
Stuart, FL 34996
Bill Mathers
772-287-0525 (Office)

Pav-Co Construction
533 SE Central Parkway
Stuart, FL 34994
Bill Carpino
772-286-7385 (Office)
pavcocontracting@aol.com

Core & Main
7374 Commercial Circle
Ft. Pierce, FL 34951
Pat Zaccaro
772-466-5955 (Office)
Pat.Zaccaro@coreandmain.com

Gil Hyatt Construction
1082 NE 45th Street
Oakland Park, FL 33334
Jim Hennessey
203-510-5965 (Cell)
Jim.H@gilhyatt.com

Tommy Hawkins & Sons
909 Barrel Ave
Ft. Pierce, FL 34982
RJ Buchmeyer
772-464-7587 (Office)
rj@hawkinspaving.net

EDC Engineering
10250 SW Village Parkway
Port St. Lucie, FL 34987
Steve Orazzi
423-327-7191

Recently Completed Projects

Lakeside Storage
Okeechobee, FL
Lauren Jock Trucking
$575,000

Wawa #5307
Stuart, FL
Hooks Construction
$485,000

Wawa #5387
Ft. Pierce, FL
Hooks Construction
$230,000

Martin County Fire Station #14
Stuart, FL
The Morganti Group
$152,000

Indian River Spirits
Ft. Pierce, FL
Todd Thompson Inc
$170,000

7/11 #41527
Ft. Pierce, FL
Gil Hyatt Construction
$95,000

Palm City Elementary
Palm City, FL
Tommy Hawkins & Sons Construction
$1,379,000

Tradition Lift Stations
Port Saint Lucie, FL
Guettler Brothers Construction
$15,000 per station piping x20 (ongoing installs)

Paradise Park Drainage (City Of Ft. Pierce)
Ft. Pierce, FL
Lauren Jock Trucking
$700,000

Lift Station #40 (City Of Port St. Lucie)
Port St. Lucie, FL
Lauren Jock Trucking
$150,000

8th Street Improvements (City Of Fort Pierce/FPUA)
Ft. Pierce, FL
Pavco Contracting
$75,000

Chipotle/Ft. Pierce Commercial Development
Ft. Pierce, FL
Tommy Hawkins & Sons Paving
$690,000

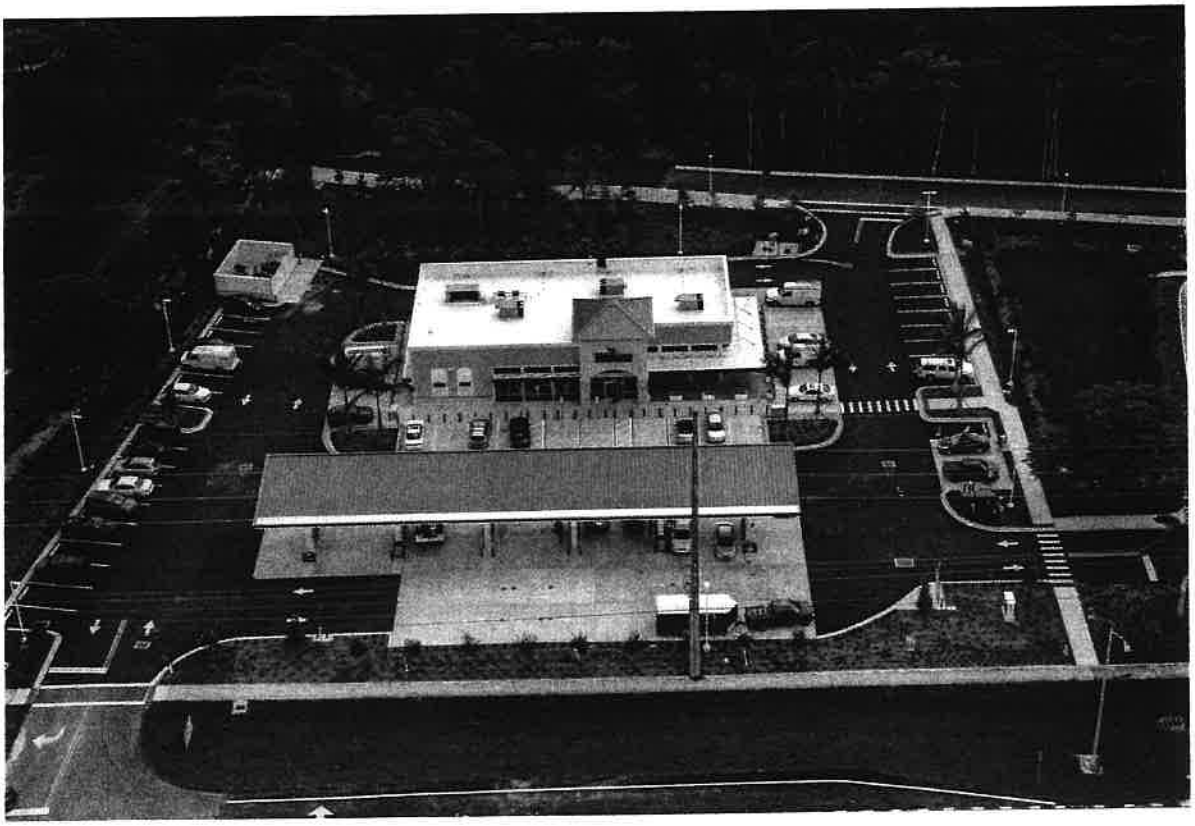
ALDI Store #37
Ft. Pierce, FL
Tommy Hawkins & Sons Paving
$153,000

Wallace Automotive ROW Drainage Improvements
Stuart, FL
Wallace Enterprises
$236,415

Key Personel:
Randy Bowers-Owner/President, State Certified Underground Utility Contractor
Devin Wheaton- Owner/Vice-President, State Certified Underground Utility Contractor, State Certified General Contractor

Equipment Available:
Case 720 Front End Loader
Case Mini Front End Loader
Case 145 Excavator
Kubota Excavator
Roller/Compactor
Plate Compactors

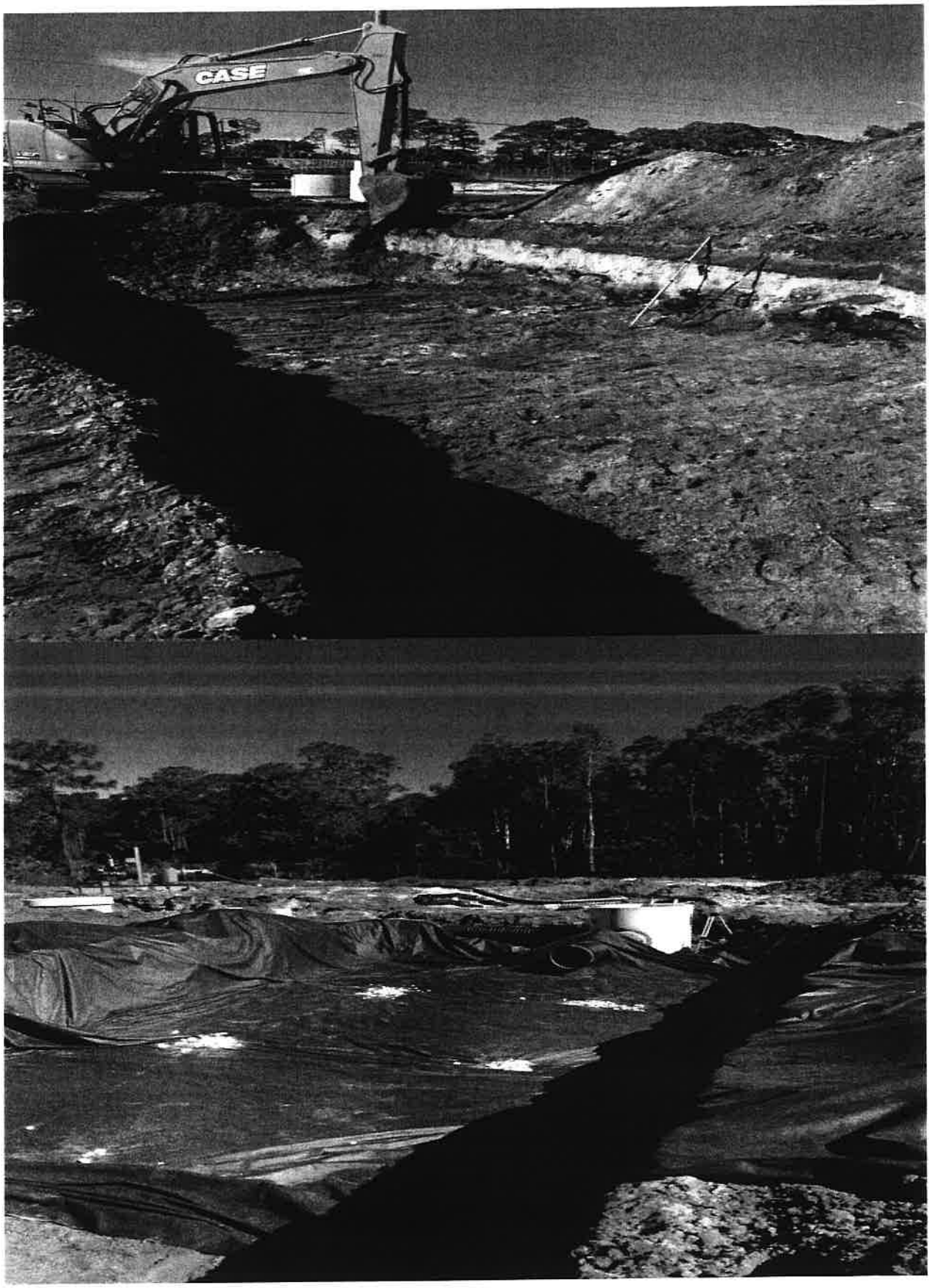




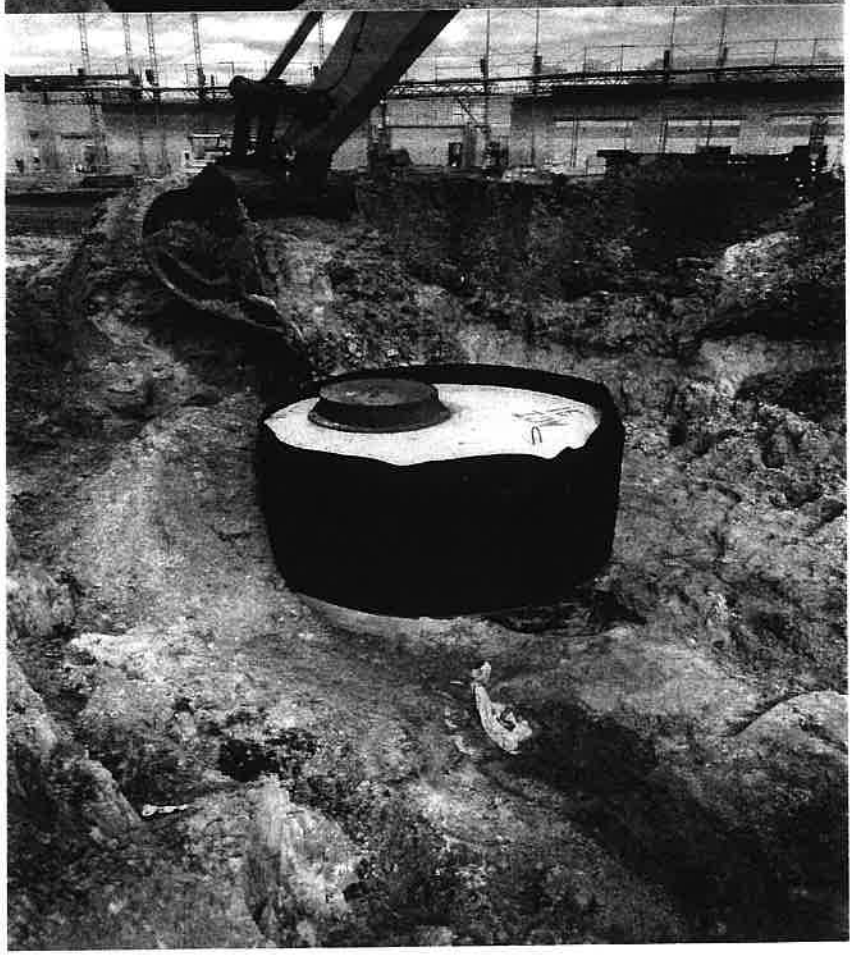
HOOKS CONSTRUCTION

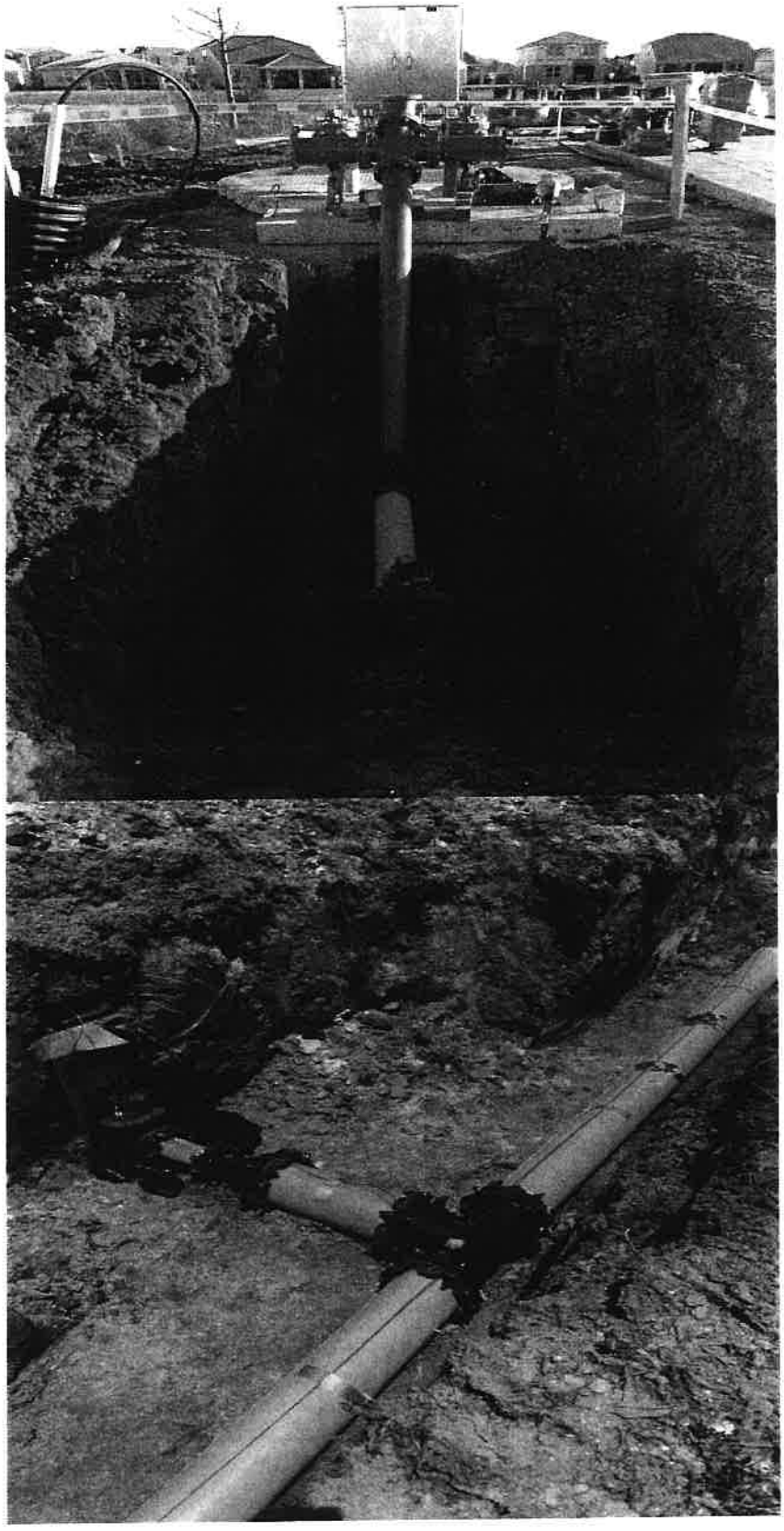
Wawa #5307 Martin County

6-22-21


CASE


CAUTION
CUIDADO





THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

TO: **Tracy Telle, Engineering Manager**

FROM: **Madison White, Purchasing Agent,** *Madison White*

SUBJECT: **Bid No. 2025-008 – Little Jim Camp Sanitary Improvements**

DATE: **February 21, 2025**

On December 17, 2024, the Purchasing Division received specifications to go out for bid on the above subject bid. The bid was advertised on January 16 and January 23, 2025, with a scheduled opening at 3:00 PM on February 20, 2025.

Respondents are now able to submit bids electronically and the hard copy requirement has been modified. Respondents that choice to submit a hard copy are required to only submit one (1) original and one (1) PDF copy on a USB Drive.

Attached is the Tabulation Sheet and the Submittal Response Checklist for the above referenced bid. In total, two (2) submissions were hand-delivered. A copy of the submittals will be sent via email or OneDrive. The file is available for review in the Purchasing Division.

The invitation was sent to 991 vendors. Twenty-five (25) vendors requested specifications with two (2) responding (8.00%) plus 0 "No Bid" (8.00% total response).

Please be advised that the submission hand-delivered by Baker Underground Contractors, LLC, was deemed non-responsive due to an incomplete Bid Response Form and failure to meet the bid bond requirements.

A recommendation to award form (see attached) will need to be completed and attached to the appropriate approving authority's document (City Manager's – Requisition or City Commission – Agenda Item).

The entire process including approval of Commission must be complete by **April 21, 2025**, which is the expiration date of the bid and responses.

/mw

cc: Jack Andrews, City Engineer
File

THE SUNRISE CITY
FORT PIERCE
Florida
PURCHASING DEPARTMENT

CITY OF FORT PIERCE
TABULATION OF BIDS

BID ON:	**LITTLE JIM CAMP SANITARY IMPROVEMENTS**
BID NUMBER:	**2025-008**
OPENING DATE:	2/20/25 at 3:00 P.M.
RECOMMENDED AWARD:	Pending

RESPONSE
2 of 25 = 8.00%
0 "No Bids"
Total = 8.00%

"Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late."

VENDOR NAME	TOTAL BID PRICE
R.K. Contractors Inc *Fort Pierce, FL*	**$390,648.22**
PRP Construction Group, LLC *Indiantown, FL*	**$529,216.60**
Baker Underground Contractors, LLC *Port Saint Lucie, FL*	**Non-Responsive**

PLEASE NOTE: COMMISSION MEETINGS ARE HELD THE FIRST AND THIRD MONDAY OF EVERY MONTH. CHECK THE CITY'S WEBSITE, https://www.cityoffortpierce.com/223/Agendas- Minutes or CALL THE PURCHASING DIVISION, (772) 467-3102, WEDNESDAY PRIOR TO THE MEETINGS FOR RECOMMENDATION OF AWARD

CITY OF FORT PIERCE
PURCHASING DIVISION
100 North U.S. Highway 1
Fort Pierce, FL 34950
(772) 467-3102
https://www.cityoffortpierce.com/187/Purchasing

Date: _____

RECOMMENDATION FOR AWARD

Solicitation No: _____

Solicitation Title: _____

Solicitation Advertisement: _____

Solicitation Due Date: _____

Award Authority: _____ **City Commission** _____ **City Manager** _____ **Purchasing Manager**

_____ **Director of Finance** _____ **Planning Board** _____ **FPRA Board**

To: Gelencia Carter, Purchasing Manager

From:

Through:

The above cited for solicitation submittal documents have been reviewed and the apparent low responsive, responsible vendor is recommended for award:

Recommend Vendor(s) Name: _____

Initial Term Amount: $_____

Contract Terms, if applicable: _____

Award is based on the following concurrence (s):

From: Gelencia Carter
To: Tracy Telle; Purchasing Division
Subject: Re: Bid No. 2025-008
Date: Thursday, March 13, 2025 5:43:22 PM
Attachments: Outlook-5150ncva.png

Received.

Purchasing concurs with your recommendation.

Should you require additional assistance, feel free to ask.

Regards,

Gelencia Carter | Purchasing Manager | City of Fort Pierce
Phone: 772.467.3749 Fax: 772.467.3848 100 North U.S. 1 Fort Pierce 34950
Website | Facebook | Survey



From: Tracy Telle <ttelle@cityoffortpierce.com>
Sent: Thursday, March 13, 2025 3:04 PM
To: Purchasing Division <purchasing@cityoffortpierce.com>
Cc: Gelencia Carter <gcarter@cityoffortpierce.com>
Subject: Bid No. 2025-008

Attached please find Engineering's recommendation to award the bid to the low bidder, R.K. Contractors. Please advise if Purchasing concurs.

Tracy S. Telle | Engineering Manager | City of Fort Pierce
Engineering Department
Phone: 772.467.3776, Fax: 772.467.6847, 100 North U.S. 1 Fort Pierce 34950

Website | Facebook | Survey



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

Meeting Date: 04/07/2025

Re: Proposed Agreement with Lincoln Park Main Street, Inc,

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

---

SUBJECT:

Approval of an Agreement between the City of Fort Pierce and Lincoln Park Main Street, Inc. to provide services from October 1, 2024, to September 30, 2025, for an amount not to exceed $50,000.

SUMMARY:

In 2024, the U.S. Department of Housing and Urban Development (HUD) informed Grants Management that Community Development Block Grant (CDBG) funds could no longer be utilized to support services provided by local Main Street organizations. Previously, under the Scope of Project in the agreement, these grant funds were allocated to "recruit new businesses, strengthen existing businesses, enhance current events, and continue historic look of Fort Pierce."

In response to HUD's directive, the Finance Department reallocated all payments to Lincoln Park Main Street, Inc. (LPMS) from CDBG funding to the City of Fort Pierce's General Fund. Consequently, a new agreement was established between the City of Fort Pierce and LPMS, outlining a detailed Scope of Services, Deliverables, and a Reporting Form.

This updated agreement integrates the principles of *Main Street America's Impact for Main Street Transformation* and the *Florida Main Street Guide*. While maintaining several elements from the prior agreement, it incorporates the national organization's Four Points framework: Economic Vitality, Design, Promotion, and Organization. Also, LPMS is now required to provide in addition to a certificate of insurance for general liability, policies for automobile liability, and professional liability coverage, with the City of Fort Pierce listed as an additional insured party in the general and automobile liability policies.

Under the revised agreement, LPMS will focus on services, including, but not limited to:

- Strengthening the district's economic base.
- Partnering with the City and FPRA to enhance the district's physical appearance.
- Assisting in promoting FPRA programs and City initiatives.
- Implementing creative programming and a comprehensive marketing and community engagement strategy.

RECOMMENDATION:

Staff will proceed as directed by the City Commission.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Audria V. Moore, Special Projects Coordinator

COORDINATED WITH:

DeVoshay Johnson, Interim City Manager
Linda Cox, City Clerk
Sara Hedges, City Attorney
Shyanne Harnage, Community and Economic Development Director
Lincoln Park Main Street, Inc.

Fiscal Impact

Budgeted Y/N:	Y
Fiscal Year:	2025
Account:	0016000-582310
Amount:	$50,000

OTHER INFORMATION:

Since Main Street services are no longer an allowable CDBG expense, in FY2024 General Fund, account 0016000-582310 AID TO PRIVATE ORG/LP MAIN ST was established. The funds will be distributed quarterly in increments of $12,500.

Attachments

City Attorney Approval Memo
Signed Agreement
Scope of Services and Deliverables
Reporting Form
Affidavit of Nonuse of Coercion for Labor or Services
Previous agreement with Lincoln Park Main Street
Backup Documentation - Main Street America
Backup Documentation - Florida Main Street

Form Review

Inbox	Reviewed By	Date
City Manager	Audria Moore	03/25/2025 04:47 PM
City Manager	Devoshay Johnson	03/27/2025 08:16 PM
City Manager	Devoshay Johnson	03/27/2025 08:17 PM

Form Started By: Audria Moore Started On: 03/25/2025 03:24 PM
Final Approval Date: 03/27/2025

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	AUDRIA MOORE, SPECIAL PROJECTS COORDINATOR, CITY MANAGER
FROM:	ANDREA H. DUENAS, ASSISTANT CITY ATTORNEY AHD
THROUGH:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	LINCOLN PARK MAINSTREET AGREEMENT (RE-REVIEW)
CAO RLS FILE:	24-472
RELATED RLS	24-398 – INITIAL REVIEW OF LINCOLN PARK MAINSTREET AGREEMENT 24-399 (REVIEW OF MAIN STREET FORT PIERCE AGREEMENT)
DATE:	JANUARY 29, 2025

This Request for Legal Services ("RLS") seeks approval of an agreement between the City and Lincoln Park Mainstreet, Inc ("LPMS"). This agreement was previously submitted for approval at RLS 24-198, however, due to the number of necessary revisions, this Office requested the agreement be re-submitted for final approval.

Three documents were submitted for review:

- Agreement (8 pages)
- Exhibit A - "Lincoln Park Main Street Program Scope of Services and Deliverables"
- Exhibit B – "Lincoln Park Main Street Program Impact Report Guidelines"

Agreement: I made both technical and substantive changes to the Agreement. The substantive changes I made are:

(1) Paragraph 4 (Reporting Requirements): Both exhibits uploaded by the Department indicated that bi-annual reporting was required. Accordingly, I placed a bi-annual reporting requirement in the Agreement at paragraph 4.

If bi-annual reporting is not required, the Department should revise the Agreement and Exhibits.

(2) Paragraph 13 (Public Records)

- This paragraph contains language required by Florida Statute which must be in 14-point font. I corrected the font size.
- Per recent instructions from the Clerk's Office, the email address for questions related to public records requirements was changed from *lcox@cityoffortpierce.com* to publicrecords@cityoffortpierce.com.

(3) Paragraph 20 (Compliance With Laws): I added language mandating that LPMS obtain necessary permits for events.

Exhibits: Both Exhibit A and Exhibit B were reformatted for readability and revised substantively.

Exhibit A: This Office collaborated with the Department over several days to finalize the Exhibit. The final Exhibit has been uploaded to AgendaQuick in Word.

Exhibit B: Exhibit B is no longer "Report Guidelines" – it is now a "Reporting Form" to be completed by LPMS each report period. Each of the "deliverables" from Exhibit A are listed on Exhibit B followed by an area in which LPMS must insert its progress toward achieving that deliverable.

The revised Exhibits are approved as to form and correctness.

Please accept the changes to the 8-page Agreement and update your Template for all Main Street Agreements. With these changes accepted, the Agreement is also approved as to form and correctness.

** Remember, all THREE (3) of the exhibits must be attached to the Agreement when circulating for signatures.

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

/ahd

AGREEMENT BETWEEN THE CITY OF FORT PIERCE AND LINCOLN PARK MAINSTREET, INC.

THIS AGREEMENT ("Agreement") is made and entered into on this _____ day of _____, 2025, by and between the CITY OF FORT PIERCE, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City"), and LINCOLN PARK MAINSTREET, INC., a Florida not-for-profit corporation, with its principal office located at 532 N. 13th Street, Fort Pierce, FL 34950 ("LPMS") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City seeks to promote and facilitate revitalization of communities within its jurisdiction to enhance the overall prosperity, preservation-based economic development, and quality of life for its residents; and

WHEREAS, LPMS has expertise, resources, and a mission aligned with boosting prosperity and improving the well-being and livability for community members; and

WHEREAS, LPMS has assisted the City achieve its revitalization and economic development goals pursuant to Federal Community Development Block Grant Agreements; and

WHEREAS, LPMS is willing to continue to assist the City achieve its revitalization and economic development goals pursuant to this Agreement; and

WHEREAS, the City Commission approved $50,000 in grants and aids to LPMS as part of its budget approval for Fiscal Year 2024-2025.

NOW THEREFORE, the Parties do hereby agree as follows:

1. **SCOPE OF SERVICES.** LPMS's responsibility under this Agreement is to provide those Services and Deliverables supporting the City's revitalization and economic development goals set forth in Exhibit A ("Services").

2. **TERM.** The term of this Agreement shall be one (1) year beginning on October 1, 2024.

3. **COMPENSATION.** The City agrees to compensate LPMS for services rendered pursuant to this Agreement in four installments as follows:

October 1, 2024	Payment 1	$12,500	(or within thirty (30) days of Agreement approval, whichever is later)
February 1, 2025	Payment 2	$12,500	

May 1, 2025	Payment 3	$12,500
August 1, 2025	Payment 4	$12,500

The City's obligation to pay LPMS under this Agreement does not arise if LPMS fails to satisfactorily perform those Services delineated in Exhibit A, fails to meet its Reporting and Accountability obligations set forth in Paragraph 4, or violates any terms of this Agreement.

The City shall deduct from any amount owed to LPMS under this Agreement all monies owed to the City or its affiliates under any other agreement or understanding if the amount owed by LPMS to the City or its affiliate has been outstanding for more than thirty (30) days.

4. **REPORTING AND ACCOUNTABILITY.**

   a. Quarterly Reports: LPMS shall provide the City with quarterly reports on or before January 15, 2025; April 15, 2025; July 15, 2025; and September 30, 2025, on the form provided at Exhibit B. Time is of the essence, and the City's obligation to pay LPMS any installment does not arise if LPMS fails to meet this obligation.

   b. Financial Statements: LPMS shall submit financial statements quarterly with each Quarterly Report outlined in paragraph 4(a) above. In addition, LPMS shall submit a financial statement within seven (7) days upon request of the City at any time, in the City's sole discretion, for any reason. Time is of the essence, and the City's obligation to pay LPMS any installment does not arise if LPMS fails to meet this obligation.

   c. Bi-Annual Presentations to City Commission: LPMS shall make bi-annual presentations to the City Commission in April of 2025 and September of 2025, detailing its activities for the preceding months, progress of the economic development activities, project updates, and any other relevant information. It shall be LPMS's responsibility to coordinate these City Commission presentations with staff. Time is of the essence, and the City's obligation to pay LPMS any installment does not arise if LPMS fails to meet this obligation.

   d. Bi-Annual Reports: LPMS shall provide the City with bi-annual reports in April and September to coincide with its Bi-Annual Presentations to City Commission. LPMS's Bi-Annual Reports shall be on the form provided at Exhibit B. Time is of the essence, and the City's obligation to pay LPMS any installment does not arise if LPMS fails to meet this obligation.

5. **AUDIT.** LPMS agrees that the City or any of its duly authorized representatives shall, until the expiration of at least three years, or as otherwise applicable under law, to include Public Records Laws, after receipt of any Payment under this Agreement,

have access to and the right to examine any directly pertinent books, documents, papers, and records of LPMS involving transactions related to this Agreement. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved.

6. **NON DISCRIMINATION.** LPMS covenants and agrees that it shall not discriminate against any employee or applicant for employment to be employed in the performance of the Agreement with respect to hiring, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race or color; or, except where based on a bona fide occupational qualification, because of religion, sex, condition of pregnancy, national origin, age, handicap, or marital status.

7. **TERMINATION.** This Agreement may be terminated by either party with thirty (30) days written notice if either party believes that the other party has failed to meet its obligations. Upon termination, the City shall have no further obligation to pay LPMS any additional money as contemplated in Paragraph 3 above.

8. **INDEPENDENT CONTRACTOR.** LPMS is and shall be an independent contractor and not an employee or agent of the City. Nothing in this Agreement shall be interpreted to establish any relationship other than that of an independent contractor between the City and LPMS, its employees, agents, subcontractors, or assigns, during or after the performance of this Agreement.

9. **INSURANCE REQUIREMENTS.** LPMS will be required to provide certificates of insurance showing that it carries, or has in force, automobile liability insurance, general liability insurance, and professional liability insurance.

   Limits of liability for automobile liability insurance shall be, at a minimum, $1,000,000.00 combined single limit.

   Limits of liability for general liability insurance shall be, at a minimum, $1,000,000.00 per occurrence, $1,000,000.00 personal and advertising injury, $1,000,000.00 general aggregate and $1,000,000.00 products/completed operations aggregate. General liability insurance will include coverage for contractually assumed liability.

   Limits of liability for professional liability insurance shall be, at a minimum, $1,000,000.00 per occurrence/claim and $1,000,000.00 aggregate.

   If the general liability insurance coverage and/or the professional liability insurance coverage is on a claims-made basis, LPMS will maintain coverage in force for a period of two (2) years following the termination of the contract at the limits specified in this paragraph.

LPMS is responsible for the payment of any deductibles or self-insured retentions.

City will be named as additional insured under LPMS's general liability insurance and automobile liability insurance policies.

10. **INDEMNIFICATION.** LPMS shall, to the maximum extent permitted by law, indemnify the City and its officials, officers, agents, and employees from and against any and all liability, claims, demands, penalties, court costs, judgments, damages, losses, (whether in contract or in tort, including personal injury, accidental death or property damage, and regardless, of whether the allegations are false, fraudulent or groundless), and costs (including reasonable attorney fees, litigation, arbitration, mediation, appeal expenses) to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of LPMS and persons employed by or utilized by LPMS in its performance of this Agreement.

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

    LPMS's failure to comply with this section's provisions shall constitute a material breach upon which the City may immediately terminate or suspend this Agreement.

11. **E-VERIFY SYSTEM.** All requirements of Section 448.095, Florida Statutes, shall be complied with by LPMS.

    In accordance with Section 448.095, Florida Statutes, LPMS shall register with and utilize the E-Verify System operated by the United States Department of Homeland Security to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to this Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. If LPMS enters into a contract with a subcontractor performing work or providing services on its behalf, LPMS shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

    Information on registration for and use of the E-Verify System can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

    LPMS shall, upon request, provide evidence of compliance with this provision to the City.

A contract terminated pursuant to Section 448.095 is not a breach of contract and may not be considered as such. If the City terminates this contract with a contractor, the contractor may not be awarded a public contract for at least 1 year after the date on which the contract was terminated. LPMS is liable for any additional costs incurred by the City as a result of the termination of this contract under Section 448.095, Florida Statutes.

12. **SOVEREIGN IMMUNITY.** Nothing contained in this Agreement shall be deemed or otherwise interpreted as waiving the City's sovereign immunity protections existing under the laws of the State of Florida or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

13. **PUBLIC RECORDS.** LPMS shall abide by all public records laws, and specifically:

    a. Keep and maintain public records required by the public agency to perform the service.

    b. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.

    d. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC

RECORDS AT 772-467-3065, PUBLICRECORDS@CITYOFFORTPIERCE.COM, 100 N. US HIGHWAY 1, FORT PIERCE, FL 34950.

14. **SUCCESSORS AND ASSIGNS, ASSIGNMENT.** The City and LPMS each binds itself and its partners, successors, executors, administrators and assigns to the other party and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract.

    Neither the City nor LPMS shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

    Nothing herein shall be construed as giving any rights or benefits hereunder to anyone other than the City and LPMS.

15. **AMENDMENTS.** Any amendments or modifications to this Agreement must be made in writing and signed by authorized representatives of both parties.

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

    CITY:
    City of Fort Pierce
    City Manager's Office
    100 North US Highway 1
    Fort Pierce, FL 34950

    WITH COPIES TO:
    City Attorney's Office
    100 North US Highway 1
    Fort Pierce, FL 34950

    LPMS:
    Lincoln Park Main Street, Inc.
    c/o Pamela Carithers
    P.O. Box 3224
    Fort Pierce, FL 34948

    Either party may change the above-listed address at which it receives written notices by so notifying the other Party in writing. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable, as the case may be, if mailed.

17. **JURISDICTION; VENUE; AND WAIVER OF JURY TRIAL.** EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY: (A) AGREES THAT ANY SUIT, ACTION,

OR OTHER LEGAL PROCEEDING ARISING FROM OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE STATE COURT SITUATED IN ST. LUCIE COUNTY, FLORIDA; AND (B) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION, OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY KNOWINGLY AND VOLUNTARILY WAIVES ALL RIGHTS TO A TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING FROM THIS AGREEMENT.

18. **SEVERABILITY.** If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

19. **WAIVER.** No waiver by the City of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach of the same, or any other, provision, or the enforcement thereof. City's consent to or approval of any act by LPMS requiring consent or approval shall not be deemed to render unnecessary the obtaining of City's consent to or approval of any subsequent act by LPMS requiring consent or approval, whether or not similar to the act so consented or approved.

20. **COMPLIANCE WITH LAWS.** LPMS, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. LPMS agrees to secure all permits required for all events, including Special Event permits, and agrees to comply with all permit conditions. The City undertakes no duty to ensure such compliance, but will attempt to advise LPMS, upon request, as to any such laws of which it has present knowledge.

    Before beginning services under this Agreement, LPMS shall complete, execute and deliver the Affidavit Regarding the Use of Coercion for Labor or Services (Exhibit C) to the City.

21. **ENTIRE AGREEMENT.** This Agreement constitutes the entire understanding between the City and LPMS and supersedes all prior agreements, understandings, or negotiations, whether written or oral.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

ATTEST:

Linda Cox, City Clerk

CITY OF FORT PIERCE:

Linda Hudson, Mayor

Date:

APPROVED AS TO FORM AND CORRECTNESS:

Sara Hedges, City Attorney

WITNESSES:

By: David T. Washington
Name: D. T. Washington
Address: 2016 Grey Falcon Circle SW
Vero Beach, FL 32962

By: CHRIS Taylor
Name: Chris Taylor
Address: 532 N. 13th St.
Ft. Pierce, FL 34950

LINCOLN PARK MAIN STREET, INC

Pamela Carithers, Executive Director

Date: 2/26/2025

Exhibit A

Lincoln Park Main Street, Inc. Program Scope of Services and Deliverables

During the Term of this Agreement, Lincoln Park Main Street, Inc. ("LPMS") agrees to provide the services set forth in the table below in support of the City's revitalization and economic development goals for the Lincoln Park District.

Deliverables	Deadline/Reporting Requirements
1. Economic Vitality Goals: • Strengthen the Lincoln Park District's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix • Achieve a 70% occupancy rate for commercial spaces	
A. Business Development	
Attract new businesses to the District – LPMS will make contact with at least one new business and include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Job creation/retention – LPMS will report on jobs created and/or retained within the Lincoln Park District quarterly.	Quarterly reporting required.
LPMS will coordinate and host two Doing Business with the City Workshops.	2x per year; quarterly reporting required.
LPMS will compile and publish a comprehensive business directory that provides detailed information about businesses within the Lincoln Park District and include its efforts and progress in quarterly reports.	June 30, 2025; quarterly reporting required.
B. Property Development	
LPMS will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
LPMS will create and maintain a listing of vacant and occupied commercial properties within the Lincoln Park District with the interior and exterior building characteristics including square footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options and include its efforts and progress in quarterly reports.	June 30, 2025 (publish) ; quarterly reporting required.
LPMS will create and maintain a thorough database to capture and store detailed information about individuals interested in properties enabling efficient connections with available vacant properties as they arise and include its efforts and progress in quarterly reports.	June 30, 2025; quarterly reporting required.

2. Design

Goals**:**

- Assist in improving the physical appearance of the Lincoln Park District by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment
- Develop a plan to effectively communicate and promote Fort Pierce Redevelopment Agency programs and initiatives, including grants, incentives (such as the impact fee moratorium), community meetings, surveys, technical assistance for grant applications, and participation in the Lincoln Park Master Plan and potential design standards
- Encourage compliance with historic preservation guidelines
- Encourage adherence to Architectural Design Standards

A. Physical Improvements	
LPMS will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Lincoln Park business community and, during application cycles, assist businesses with completing the application process. LPMS will include its efforts and progress in quarterly reports.	Ongoing with quarterly reporting required.
LPMS will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. LPMS will include its efforts in quarterly reports.	Ongoing with quarterly reporting required.
B. Historic Preservation	
LPMS will facilitate the research and prepare applications to submit to the State for the historic designation of at least one church in the Lincon Park District. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
LPMS will coordinate with Fort Pierce Redevelopment Agency staff and the master plan consultant to provide input on future development and the formation of neighborhood identities for the Lincoln Park Master Plan. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
C. Architectural Standards	
Upon the City of Fort Pierce adoption of design standards, LPMS will maintain a copy on file to be shared with builders, developers, real estate investors, and the community. LPMS will interface with the City's standards beginning July 1, 2025 with the grant from the Department of State, Division of Historical Resources for work on design standards in the Lincoln Park District. LPMS will include its efforts and progress in quarterly reports.	Dependent upon the City's adoption of design standards; quarterly reporting required.

3. Promotion Goals**:** • Implement a marketing and community engagement plan that promotes the Lincoln Park District's unique characteristics and rich history to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract businesses. • Implement ongoing creative programming that engages the Lincoln Park District businesses, residents, and visitors.	
A. Marketing and Events	
LPMS will plan, coordinate, promote, and host no fewer than 12 promotional and/or educational events with an average attendance of 50 participants each, to include: • Lincoln Park May Day Freedom Celebration, to include live music, vendors, and community-oriented activities, etc. (annual) • Flaming Knight Motorcycle Club Toy Drive (annual) • Christmas on Moore's Creek Toy Give-A-Way and Health & Wellness Festival (annual) • Community Engagement event to be defined (community education/ workshops (2x/year) community meetings, collaborative engagement) • Jazz on Moore's Creek, to include live music, vendors, and community-oriented activities, etc. (quarterly) • Offer business assistance/education workshops with SBDC and other community partners. • Doing Business with the City Workshops (2x/year). LPMS will include its efforts and progress in quarterly reports	Quarterly, bi-annually, and annually as indicated; quarterly reporting required.
LPMS will reach 1,000 social media impressions of marketing campaigns via various social media and LPMS -powered website. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
B. Branding	
LPMS will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. LPMS will publish the results of its surveys. LPMS will include its efforts and progress in quarterly reports.	Quarterly; quarterly reporting required.
LPMS will publish the Lincoln Park Showcase Newsletter digitally. LPMS will include its efforts and progress in quarterly reports.	Monthly beginning January 2025; quarterly reporting required.
LPMS will complete updates to LPMS website and publish online by March 2025. LPMS will increase website and social media traffic related to District information by 10%, annually. LPMS will include its efforts and progress in quarterly reports including metrics related to website visits and social media activity.	March 2025 (updates); September 30, 2025 (10% increased traffic); quarterly reporting required.

C. Positive Image	
LPMS will collect testimonials from 12 or more visitors and 6 or more residents. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
4. Organization Goals: • Develop a strong foundation for a sustainable revitalization effort that aligns with the City's goals, including engaging stakeholders, forming partnerships, and fostering a collaborative environment	
A. Partnerships	
Collaborate with partner organizations – LPMS will complete two joint projects with partner organizations. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
B. Volunteer Engagement	
LPMS will recruit and/or retain 25 volunteers annually. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
LPMS will attain 500 volunteer hours annually. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
The LPMS Executive Director will maintain active participation on two volunteer committees. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
C. Resource Management	
LPMS will spend no more than 40% of funds received from the City under this Agreement on salaries. LPMS will include its efforts and progress in quarterly reports.	Annually with quarterly and bi-annual reporting required (see Budget).
LPMS will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. LPMS will include its efforts and progress in quarterly reports.	Annually with quarterly and bi-annual reporting required (see Budget).

5. Budget	
LPMS will include the following information in its quarterly and bi-annual financial reports: (a) *Budget Summary*: LPMS will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment). (b) *Income Sources*: LPMS will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions. (c) *Detailed Expenses*: LPMS will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead). (d) *Budget Justification*: LPMS will explain the rationale behind each expense. (e) *Conclusion*: LPMS will summarize the financial performance. Mention any adjustments made during implementation	Include in quarterly and bi-annual reports.

Exhibit B

Lincoln Park Main Street, Inc. Program Reporting Form

To be completed by LPMS for each Report Period:

_____ Q1 – Reporting on Activity for October 1-December 31 (Report due January 15)

_____ Q2 – Reporting on Activity for January 1-March 31 (Report due April 15)

_____ Q3 – Reporting on Activity for April 1-June 30 (Report due July 15)

_____ Q4 – Reporting on Activity for July 31-September 30 (Report due October 15)

_____ April 2025 Bi-Annual Year-to-Date Report – (10/1/24-4/1/25) – City Commission Presentation

_____ Sept. 2025 Bi-Annual Year-to-Date Report 1 (10/1/24-9/2025) - City Commission Presentation

Deliverable	Deadlines/Reporting Requirements
1. Economic Vitality: This point aims to strengthen the district's economic base by supporting existing businesses, attracting new businesses, and ensuring a diverse and thriving economic mix.	
A. Business Development	
Attract new businesses to the District – LPMS will make contact with at least one new business and include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Status:	
Job creation/retention – LPMS will report on jobs created and/or retained within the Lincoln Park District quarterly.	Quarterly reporting required.
Status:	
LPMS will coordinate and host two Doing Business with the City Workshops.	2x per year; quarterly reporting required.
Status:	
LPMS will compile and publish a comprehensive business directory that provides detailed information about businesses within the Lincoln Park District and include its efforts and progress in quarterly reports.	June 30, 2025; quarterly reporting required.
Status:	

Report Period: _____

B. Property Development	
LPMS will provide technical assistance to one property owner, developer, or business on the renovation and/or repurpose of its commercial space. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Status:	
LPMS will create and maintain a listing of vacant and occupied commercial properties within the Lincoln Park District with the interior and exterior building characteristics including square footage, building use, zoning, address, property type, current use, etc. to assist potential tenants or buyers in finding suitable options and include its efforts and progress in quarterly reports.	June 30, 2025 (publish) ; quarterly reporting required.
Status:	
LPMS will create and maintain a thorough database to capture and store detailed information about individuals interested in properties enabling efficient connections with available vacant properties as they arise and include its efforts and progress in quarterly reports.	June 30, 2025; quarterly reporting required.
Status:	
2. Design: This focuses on improving the physical appearance of the district by preserving historic architecture, enhancing public spaces, and partnering with the City to ensure a visually appealing environment.	
A. Physical Improvements	
LPMS will promote the Fort Pierce Redevelopment Agency Commercial Façade Grant Program to the Lincoln Park business community and, during application cycles, assist businesses with completing the application process. LPMS will include its efforts and progress in quarterly reports.	Ongoing with quarterly reporting required.
Status:	

LPMS will provide and distribute information on the City's Impact Fee Moratorium extension to builders/developers/real estate investors and the community on the process and timelines involved. LPMS will include its efforts in quarterly reports.	Ongoing with quarterly reporting required.
Status:	
B. Historic Preservation	
LPMS will facilitate the research and prepare applications to submit to the State for the historic designation of at least one church in the Lincon Park District. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Status:	
LPMS will coordinate with Fort Pierce Redevelopment Agency staff and the master plan consultant to provide input on future development and the formation of neighborhood identities for the Lincoln Park Master Plan. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Status:	
C. Architectural Standards	
Upon the City of Fort Pierce adoption of design standards, LPMS will maintain a copy on file to be shared with builders, developers, real estate investors, and the community. LPMS will interface with the City's standards beginning July 1, 2025,with the grant from the Department of State, Division of Historical Resources for work on design standards in the Lincoln Park District. LPMS will include its efforts and progress in quarterly reports.	Dependent upon the City's adoption of design standards; quarterly reporting required.
Status:	

3. Promotion: This involves marketing the district's unique characteristics to shoppers, investors, and visitors through events, advertising, and branding to enhance its image and attract business.	
A. Marketing and Events	
LPMS will plan, coordinate, promote, and host no fewer than 12 promotional and/or educational events with an average attendance of 50 participants each, to include: • Lincoln Park May Day Freedom Celebration, to include live music, vendors, and community-oriented activities, etc. (annual) • Flaming Knight Motorcycle Club Toy Drive (annual) • Christmas on Moore's Creek Toy Give-A-Way and Health & Wellness Festival (annual) • Community Engagement event to be defined (community education/ workshops (2x/year) community meetings, collaborative engagement) • Jazz on Moore's Creek, to include live music, vendors, and community-oriented activities, etc. (quarterly) • Offer business assistance/education workshops with SBDC and other community partners. • Doing Business with the City Workshops (2x/year). LPMS will include its efforts and progress in quarterly reports	Quarterly, bi-annually, and annually as indicated; quarterly reporting required.
Status:	
LPMS will reach 1,000 social media impressions of marketing campaigns via various social media and LPMS -powered website. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Status:	

B. Branding	
LPMS will conduct quarterly surveys with a minimum of 25 respondents (totaling 100 respondents annually), to assess brand recognition via in-person and online methods. LPMS will publish the results of its surveys. LPMS will include its efforts and progress in quarterly reports. LPMS will include its efforts and progress in quarterly reports.	Quarterly; quarterly reporting required.
Status:	
LPMS will publish the Lincoln Park Showcase Newsletter digitally. LPMS will include its efforts and progress in quarterly reports.	Monthly beginning January 2025; quarterly reporting required.
Status:	
LPMS will complete updates to LPMS website and publish online by March 2025. LPMS will increase website and social media traffic related to District information by 10%, annually. LPMS will include its efforts and progress in quarterly reports including metrics related to website visits and social media activity.	March 2025 (updates); September 30, 2025 (10% increased traffic); quarterly reporting required.
Status:	
C. Positive Image	
LPMS will collect testimonials from 12 or more visitors and 6 or more residents. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Status:	

4. Organization: This point emphasizes building a strong foundation for a sustainable revitalization effort, including engaging stakeholders, forming partnerships, and fostering a collaborative environment.	
A. Partnerships	
Collaborate with partner organizations – LPMS will complete two joint projects with partner organizations. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Status:	
B. Volunteer Engagement	
LPMS will recruit and/or retain 25 volunteers annually. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Status:	
LPMS will attain 500 volunteer hours annually. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Status:	
The LPMS Executive Director will maintain active participation on two volunteer committees. LPMS will include its efforts and progress in quarterly reports.	September 30, 2025; quarterly reporting required.
Status:	
C. Resource Management	
LPMS will spend no more than 40% of funds received from the City under this Agreement on salaries. LPMS will include its efforts and progress in quarterly reports.	Annually with quarterly and bi-annual reporting required (see Budget).
Status:	

LPMS will explore sustainable funding sources beyond the program period and report on explored funding sources outside of the City of Fort Pierce designated funds to ensure the organization's sustainability. LPMS will include its efforts and progress in quarterly reports.	Annually with quarterly and bi-annual reporting required (see Budget).
Status:	

Report Period _____

5. Budget: LPMS will include the following information in its quarterly and bi-annual financial reports
Budget Summary: LPMS will provide an overview of the total program funds received including a breakdown of the budget into major categories (e.g., personnel, supplies, equipment).
Income Sources: LPMS will specify other sources of income (if any) contributing to the program and highlight any matching funds or in-kind contributions.
Detailed Expenses with Budget Justification: LPMS will itemize expenses with specific amounts for each category. Include both direct costs (directly related to the program) and indirect costs (overhead). LPMS will explain the rationale behind each expense.
Conclusion: LPMS will summarize the financial performance. Mention any adjustments made during implementation.

Exhibit C

CITY OF FORT PIERCE
Affidavit Regarding the Use of Coercion for Labor or Services

Vendor Name: _____
Authorized Representative's Name and Title: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: _____ Email Address:_____

Section 787.06(13), Florida Statutes, requires all nongovernmental entities executing, renewing, or extending a contract with a governmental entity to provide an affidavit signed by an officer or representative of the nongovernmental entity under penalty of perjury that the nongovernmental entity does not use coercion for labor or services as defined in that statute. As the person authorized to sign on behalf of Vendor, I certify that the company identified does not:

1. Use or threaten to use physical force against any person;
2. Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will;
3. Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
4. Destroy, conceal, remove, confiscate, withhold, or possess any actual or purported passport, visa, or other immigration document, or any other actual or purported government identification document, of any person;
5. Cause or threaten to cause financial harm to any person;
6. Entice or lure any person by fraud or deceit; or
7. Provide a controlled substance as outlined in Schedule I or Schedule II of section 893.03, Florida Statutes, to any person for the purpose of exploitation of that person.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

By: _____ _____ _____
Authorized Signature Printed Name and Title Date

STATE OF FLORIDA
COUNTY OF _____

Sworn (or affirmed) and subscribed before me by means of □ physical presence or □ online notarization this ___ day of _____, 20____ by _____, who is □ personally known or □ produced identification (ID produced: _____).

Notary Public Signature: _____ (Seal)

Print Name: _____ My Commission Expires: _____

LINCOLN PARK MAINSTREET, INC. GRANT AGREEMENT

THIS AGREEMENT is made and entered into this 21 day of March **2024**, by and between the **CITY OF FORT PIERCE**, a Municipal Corporation having its territorial limits within St. Lucie County, Florida, hereinafter referred to as **GRANTOR**, and **Lincoln Park Mainstreet, Inc.,** located at 532 N. 13th Street, Fort Pierce, FL 34950, with a mailing address of P.O. Box 3224, Fort Pierce, FL 34948, a Florida non-profit corporation, hereinafter referred to as the **SUBRECIPIENT**.

W I T N E S S E T H

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

WHEREAS, the Fort Pierce City Commission, on August 07, 2023, was presented the 2023-2024 Annual Action Plan; and

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

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

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

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

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

4. **Specific Conditions:**

   A. **Grantor** agrees to pay invoices for approved expenditures, as specified in this Agreement and **"Exhibit A"** thereto, of **Subrecipient,** up to the agreed amount of **$50,000.00.**

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

   C. The project and any use of the Grant funds must comply with the City of Fort Pierce 2022-2023 Community Development Block Grant Action Plan. **Subrecipient** shall not use Grant funds provided herein for political activities, sectarian or religious activities, or lobbying activities.

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

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

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

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

Sponsored in part by the City of Fort Pierce's Community Development Block Grant-Community Economic Development Projects.

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

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

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

6. **General Conditions:**

A. **General Compliance:**

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

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

iii. The **Subrecipient** agrees to comply with other applicable laws, including, but not limited to: the National Environmental Policy Act of 1969, as amended (and the

implementing regulations at 24 CFR 58); the National Historic Preservation Act of 1966, as amended; Section 504 of the Rehabilitation Act of 1973, as amended (and the implementing regulations at 24 CFR Part 8); the Americans with Disabilities Act of 1990, as amended; the Age Discrimination Act of 1975, as amended (and the implementing regulations at 24 CFR Part 146), the prohibition against using debarred, suspended, or ineligible contractors as set forth in 24 CFR Part 5, 24 CFR 570.609, and 24 CFR 24; and Executive Orders 11063, 11246, 11375, 12086, and 12259.

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

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

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

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

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

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

bonding and insurance requirements of 2 CFR 200, Bonding and Insurance.

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

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

H. **Suspension or Termination:**

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

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

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

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

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

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

7. **Administrative Requirements:**

A. **Financial Management:**

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

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

B. **Documentation and Record Keeping:**

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

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

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

c. Records required to determine the eligibility of activities;

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

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

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

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

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

iii. **Client Data:** The **Subrecipient** shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to,

client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to **Grantor** monitors or their designees for review upon request.

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

v. **Audits and Inspections:** All **Subrecipient** records with respect to any matters covered by this Agreement shall be made available to the **Grantor**, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the **Subrecipient** within 30 days after receipt by the **Subrecipient**. Failure of the **Subrecipient** to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The **Subrecipient** hereby agrees to have an annual agency audit conducted in accordance with current **Grantor** policy concerning subrecipient audits and 2 CFR 200.

C. **Reporting and Payment Procedures:**

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

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

iii. **Payment Procedures:** The **Grantor** will pay to the **Subrecipient** funds available under this Agreement based upon information submitted by the **Subrecipient** and consistent with any approved budget and **Grantor** policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the **Subrecipient**, and not to exceed actual cash

requirements. Payments will be adjusted by the **Grantor** in accordance with advance fund and program income balances available in **Subrecipient** accounts. In addition, the **Grantor** reserves the right to liquidate funds available under this Agreement for costs incurred by the **Grantor** on behalf of the **Subrecipient.**

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

D. **Procurement:**

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

ii. **OMB Standards:** Unless specified otherwise within this agreement, the **Subrecipient** shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.

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

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

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

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

iii. In all cases in which equipment acquired, in whole or in part, with funds under this Agreement is sold, the proceeds shall be program income (prorated to reflect the extent to that funds received under this Agreement

were used to acquire the equipment). Equipment not needed by the **Subrecipient** for activities under this Agreement shall be (a) transferred to the **Grantor** for the CDBG program or (b) retained after compensating the **Grantor** an amount equal to the current fair market value of the equipment less the percentage of non-CDBG funds used to acquire the equipment.

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

9. **Personnel and Participant Conditions:**

   A. **Civil Rights:**

      i. **Compliance:** The **Subrecipient** agrees to comply with the Florida Civil Rights Act of 1992 as amended, Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

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

      iii. **Land Covenants:** This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 570.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this contract, the **Subrecipient** shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the **Grantor** and the United States are beneficiaries of and entitled to enforce such covenants. The **Subrecipient**, in undertaking its obligation to carry out the program assisted hereunder, agrees to

take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

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

B. **Affirmative Action:**

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

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

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

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

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

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

C. **Employment Restrictions:**

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

ii. **Land Standards:**

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

b. The **Subrecipient** agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation, or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the **Grantor** pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the **Subrecipient** of its obligation, if any, to require payment of the higher wage. The **Subrecipient** shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

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

a. **Compliance:**

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

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

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

3. The **Subrecipient** further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award

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

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

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

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

D. **Conduct:**

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

ii. **Subcontracts:**

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

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

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

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

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

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

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

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

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

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

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

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

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

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

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

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

10. **Environmental Conditions:**

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

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

ii. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information,

as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;

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

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

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

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

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

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

Grantor:

City of Fort Pierce
100 N. US Highway 1
Fort Pierce, FL 34950

Subrecipient:

Name: Pamela Carithers
Address: P.O. Box 3224
City, State, Zip: Ft Pierce Fl 34948
Email: lincolnparkmainstreet@live.com

With a copy to:

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

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

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

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

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

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

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

ATTEST:
Linda W. Cox
Linda Cox, City Clerk

GRANTOR:
CITY OF FORT PIERCE
Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM CORRECTNESS:

By: _____
Sara Hedges, City Attorney

SUBRECIPIENT: Lincoln Park Mainstreet, Inc.
By: _____
(Name)
Print: Pamela Carithers
Title: **Owner**
Today's Date: 3/21/2024

EXHIBIT "A"

Lincoln Park Mainstreet, Inc. Grant Exbibit

Grant Recipient: Lincoln Park Mainstreet, Inc.

Approval: Grant recipient was approved for funding on August 7, 2023 City Commissioner meeting.

Grant Award(s):
Description: Funding for Program Year 2023-2024

Recruit new businesses	$12,500
Strengthen current businesses	$12,500
Improve Current Events	$12,500
Continue Historic Look of Fort Pierce	$12,500
TOTAL:	**$50,000**

TOTAL GRANT AMOUNT: $50,000

The subrecipient shall be paid a total consideration of $12,500 at the end of each quarter of Program Year 2023-2024 (December 30th, 2023; March 31st, 2024; June 30th, 2024; and September 30th, 2024).

Thank you,
Grants Administration Division

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CREDIT: PAPABEAR

MEASURING IMPACT FOR MAIN STREET TRANSFORMATION: A PRACTITIONER'S GUIDE

KNIGHT FOUNDATION

National Trust *for* Historic Preservation®

Main Street America™ has been helping to revitalize older and historic commercial districts since the late 1970s. Today, it is a movement consisting of more than 1,600 neighborhoods and communities, rural and urban, who share both a commitment to place and to building stronger communities through preservation-based economic development. Main Street America is a program of the nonprofit National Main Street Center, a subsidiary of the National Trust for Historic Preservation.

Measuring Impact for Main Street Transformation: A Practitioner's Guide was written in collaboration with Jon Stover & Associates.

This guide was shaped by input from the National Main Street Center (NMSC) board-appointed Four Point Refresh Task Force. The Task Force was led by Main Street veteran and NMSC Board Member Mary Thompson.

FOUR POINT REFRESH TASK FORCE

MARY THOMPSON Task Force Chair, Member of NMSC Board of Directors

BARBARA SIDWAY Founding Chair, NMSC Board of Directors

JANE JENKINS Downtown Oklahoma City, Inc.

FRED KENT Founder, Project for Public Spaces

BEPPIE LEGRAND Main Street South Carolina

ED MCMAHON Urban Land Institute

MANUEL T. OCHOA Enterprise Community Partners, Inc.

ANWAR SALEEM H Street Main Street

ASCALA T. SISK NeighborWorks America

PATRICE FREY National Main Street Center

This guide was made possible thanks to support from the John L. and James S. Knight Foundation and the National Trust for Historic Preservation.

KNIGHT FOUNDATION

National Trust for Historic Preservation®

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This Resource Guide provides a practical framework to help Main Street leadership and staff understand the purpose and uses of Reinvestment Statistics, Transformation Strategy Metrics, and other types of data. This document summarizes how to collect, assess, and communicate this information to improve program operations, deepen impact, and enhance your ability to serve your community.

While this publication can be read in sequence from cover to cover, you may jump directly to the sections that are of the most interest.

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WHY COLLECTING AND TRACKING DATA IS IMPORTANT

Main Street programs improve their communities in many ways, from supporting new business ventures, to creating people-friendly public spaces, to preserving and repurposing historic structures, and so much more. While not all of a Main Street program's work is easily measurable, it is critical that we identify ways to tell a more complete story about the difference Main Street makes, and that we have the data to back it up.

In today's resource-constrained environment, impact is everything. Good leaders know that measuring impact makes for a more effective organization. And in turn, savvy funders recognize that an organization is a worthwhile investment if they can be specific about their impact. So, whether your organization is looking to better assess internal operations, communicate more effectively about your mission, build on successful programming, or strengthen your bottom-line (likely, you're doing all of these things), measuring impact is key.

DATA BENEFITS AND USES

Nonprofits, government agencies, and private companies alike are placing increasing emphasis on being data driven. Tracking data for your Main Street program can help you speak a common language with outside partners or investors, better understand your community, and make your programming even more successful. Common benefits include:

- Understanding the needs of your community
- Recording and communicating what you and your Main Street program have accomplished
- Supporting fundraising efforts and building advocacy capacity
- Understanding and communicating your program's impacts
- Tracking how your community has changed over time
- Evaluating and improving your programming

THE DIFFERENCE BETWEEN DATA, METRICS, AND REINVESTMENT STATISTICS

Metrics are categories that contain a single type of data. A successful organization can only measure so many things well and what it measures should tie to its definition of success. Good metrics have three key attributes: their data are consistent, inexpensive, and easy to collect. Main Street America requires designated Main Street programs to collect and report a series of metrics called **Reinvestment Statistics**.

THE ROLE OF REINVESTMENT STATISTICS

What are Reinvestment Statistics?

Reinvestment Statistics are a standardized set of metrics that are reported by local Main Street programs to their Coordinating Program, which compiles the data and provides it to Main Street America every year. Reinvestment Statistics, such as net new jobs, building rehabilitations, and public and private investment, provide an opportunity to measure, track, and communicate the preservation, revitalization, and economic activities of a commercial district over time. Because it is reported in a standardized way across all communities, it can be compiled and tracked at a regional, state-wide, and even nationwide level. This information helps Main Street America, Coordinating Programs, and local programs alike tell the Main Street story by understanding and communicating a program's progress and changes within its community.

Best Practices for Collecting Reinvestment Statistics

Reinvestment Statistics tell the best story when tracked accurately and consistently. Main Street staff have the local knowledge and relationships to gather information that might be impossible for an outsider to collect. That said, supplementing on-the-ground reporting with third-party data sources can help streamline the data collection process. Main Street America requires programs to report approximately 11 metrics once a year. Some states and cities require programs to collect additional metrics and/or report some or all of them bi-annually, quarterly, or even monthly. Local programs and Coordinating Programs should review their reinvestment statistics closely and compare with recent periods to identify potential errors, ensure accuracy, and recognize interesting or troubling trends.

Getting the Most from Your Reinvestment Statistics

- Consider using the Main Street Approach™ to frame how you use your Reinvestment Statistics to tell your program's story. For example, trends relating to your operating budget and volunteer hours may help you communicate changes or growth related to *Organization* or your program's operations. The number of facade improvements or rehab projects indicates success of *Design* efforts; event attendance speaks to level of *Promotion* and engagement, employment, rent, investment, and population trends help connect a program's activities to its neighborhood's *Economic Vitality*.
- Be mindful not only of the accuracy of the data you collect, but also the amount of effort, time, and cost it takes you to obtain it. Data loses its value if it is inaccurate and/or overly burdensome to collect. Consult with your peer programs, Coordinating Program, or Main Street America if you are having difficulties. And if it is available, considering using third party data when possible to help validate or supplement the information you collect on the ground.
- If needed, attend sessions at the Main Street Now Conference or enroll in Main Street America Institute courses pertaining to data collection and use best practices, and encourage your Coordinating Program to provide data training sessions and resources.
- Proceeding sections of this guide detail how to leverage your data to answer particular questions, reach certain stakeholders, or achieve specific objectives.

BEYOND REINVESTMENT STATISTICS

Don't Stop at Reinvestment Statistics

Reinvestment Statistics are the baseline metrics you should understand about your downtown or district. However, there is a lot of additional information that is helpful to track. For example, recording non-quantitative information such as the past year's programs, their direct results, and what you would change or improve may help you be more deliberate when putting together your budget, strategic plan, and developing programming for the following year. Later in this guide we discuss how the Transformation Strategies you select as part of your implementation of the Main Street Approach can help you identify additional metrics to guide you in achieving certain goals or outcomes.

REINVESTMENT STATISTIC DEFINITIONS AND COLLECTION PROCESS

FULL-TIME JOBS CREATED (NET)

Definition: Sum of all changes in full-time employment at businesses within the Main Street district. This can be calculated as the total number of new full-time jobs created at each business minus the total number of full-time jobs no longer in existence.

Collection Methods: Collecting the total number of jobs in a community can be a difficult task. Main Streets are often most successful when they survey their business owners. Make sure to consider seasonality—does employment increase along the corridor during the summer months? Winter season? One full-time seasonal job typically equates to one-third of an annual full-time job. Often, local economic development corporations may track this data. Main Street programs with many businesses should consider tracking this information from third-party data sources such as the Bureau of Labor Statistics or ESRI.

PART-TIME JOBS CREATED (NET)

Definition: Sum of all changes in part-time employment at businesses within the Main Street district. This is can be calculated as the total number of new part-time jobs created at each business minus the total number of part-time jobs no longer in existence.

Collection Methods: Few third-party data sources collect part-time employment information. Main Street programs should survey local businesses to collect part-time employment. Like full-time jobs, consider how seasonality may play a role in part-time jobs.

NEW BUSINESSES CREATED (NET)

Definition: Total change in businesses. This refers to the total number of new businesses that opened within the past year in the Main Street district minus the total number of businesses that closed over the past year.

Collection Methods: Main Street programs should maintain an active list of businesses within their boundary. This should be updated annually. The overall change in number of businesses should be provided as the Reinvestment Statistic.

REHABILITATION PROJECTS COMPLETED

Definition: Total number of rehabilitation projects—including construction work such as repairing, renovating, modifying, reconstructing—that were completed since reporting last year's Reinvestment Statistics.

Collection Methods: Rehabilitation projects should be recorded after each project is completed. Ribbon-cutting ceremonies or the move-in date for new tenants indicate when a project is completed and thus should be recorded.

NEW CONSTRUCTION PROJECTS COMPLETED

Definition: Total number of new construction that were completed since reporting last year's Reinvestment Statistics.

Collection Methods: New construction projects should be recorded after each project is completed. Ribbon-cutting ceremonies or the move-in date for new tenants indicate when a project is completed and thus should be recorded.

PUBLIC IMPROVEMENT PROJECTS COMPLETED

Definition: Total number of public improvement projects that were completed since reporting last year's Reinvestment Statistics. Public improvement projects may include, but are not limited to, streetscaping, lighting, public signage, parks, transportation, etc.

Collection Methods: Public improvement projects are often financed by municipalities. Main Street programs should work with local officials to track the completion of these projects. Make sure to track completed programs by calendar year rather than fiscal year (or within the set of months designated by your Coordinating Program).

PUBLIC INVESTMENT ($)

Definition: Total dollar figure of all public investment into the Main Street district.

Collection Methods: Main Street programs should contact their local municipalities to determine the total annual public investment. Make sure to consider fiscal year vs. reporting year when assessing this total amount.

PRIVATE INVESTMENT ($)

Definition: Total dollar figure of all private investment into the Main Street district. This may include development and redevelopment projects, private donations and grants, etc.

Collection Methods: Track the total private investment by categories such as new construction and redevelopment, private donations to the community and Main Street, grants received, etc.

VOLUNTEER HOURS CONTRIBUTED

Definition: Total number of hours volunteered within the Main Street. Hours should be logged and tracked for each Main Street event as well as general volunteer support, such as administration, throughout the year.

Collection Methods: Tracking volunteer hours is most manageable by tracking hours after each event. Additionally, administrative volunteers can use a volunteer log or simply fill out a sign-in/out sheet during each volunteering session to easily track and manage these hours.

BOUNDARY MAP

Definition: The geographic area within the Main Street district.

Collection Methods: Each Main Street program should have a map of their program boundary on file and readily available in electronic format. Main Street programs should provide their Coordinating Programs with any updates each year as part of the Reinvestment Statistics.

AVERAGE ORGANIZATION BUDGET

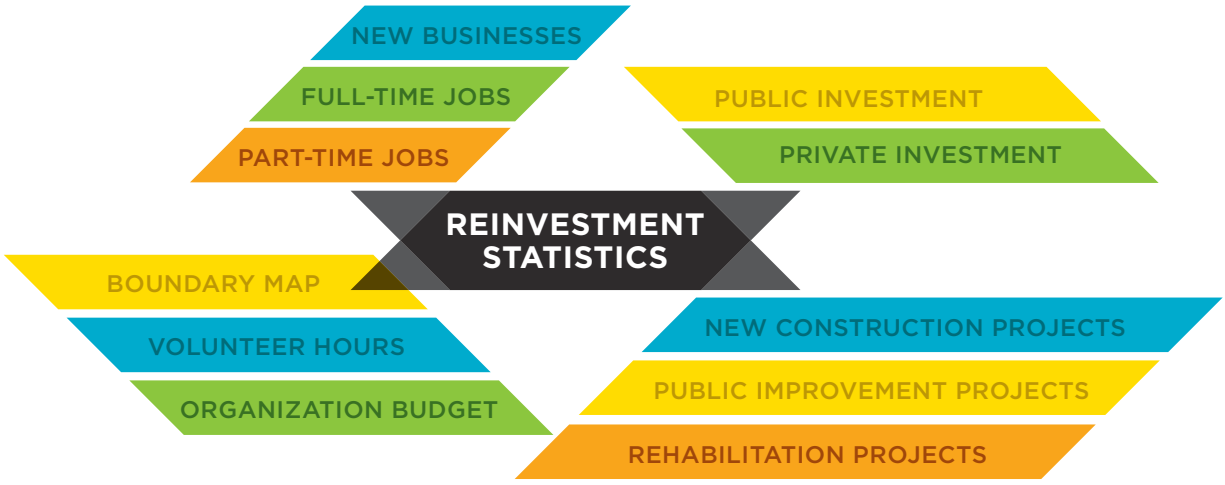
Definition: Sum of each Main Street's budget divided by the total number of Main Street programs within the Coordinating Program.

Collection Methods: Each Main Street program should report its annual operating budget to their Coordinating Program.

NUMBER OF PROGRAMS IN COORDINATING PROGRAM

Definition: Total number of the Main Street programs within the Coordinating Program.

Collection Methods: The total number of programs should be grouped by program structure and/or tier information when applicable.



BACK TO BASICS:

Reinvestment Statistics as a Tool to Help Tell Your Main Street Story and Inform Your Programming

Reinvestment Statistics are rooted in the core functions of a Main Street program. Thinking about how these indicators align with the Four Points can help you communicate key program successes or, on the other hand, identify local needs that require more attention. For example, a community may be experiencing high levels of retail vacancy. Tracking vacancy rates over time can help you understand not only if conditions are changing, but if your programmatic efforts are working. The following list includes just some examples of how you can apply Reinvestment Statistic data to answer key questions about your community and guide your programmatic efforts.

ECONOMIC VITALITY

How can my Main Street program help create or sustain jobs in the community?

How can my Main Street program help bring new businesses to the area?

Are my businesses seeing an increase or decrease in customer traffic?

DESIGN

Are the vacant retail spaces in my program's boundaries tenant-ready? If not, what can my Main Street program do to help improve and market these spaces?

Has my Main Street program recently met with city officials to discuss streetscaping needs or public improvement projects?

Are there local artists in my area that can help support local businesses by designing storefronts, signage, and marketing material?

How can my Main Street help generate additional investment in my community?

Are there buildings in my Main Street program area that need to be rehabbed? If so, how can the program help advocate for these buildings and find investors?



PROMOTION

How can my Main Street help attract more customers to my district?

Are the vacant spaces in my Main Street being adequately marketed or represented? Do we work with a commercial broker or real estate expert to help with this?

Do the businesses within my Main Street program need assistance with social media or digital marketing?

ORGANIZATION

Are the Reinvestment Statistics I'm collecting accurate? Am I collecting this information efficiently?

Is my program in need of additional volunteer capacity? How can I increase the number of volunteer hours for my Main Street program?

Does my program's operational budget support the needs of my Main Street?

Does our mission statement or strategic plan need updating?

SPOTLIGHT ALABAMA MAIN STREET

How a Coordinating Program Makes Data Collection Easy and Accessible

Alabama Main Street has taken significant steps towards making the data collection process as easy and valuable for its local programs as possible. The Coordinating Program created an online portal where local program staff members can directly input monthly data through the Alabama Main Street website. The website also features historical program-wide data, such as net new jobs created, and public and private dollars invested, on its website's homepage making it easy for online visitors to quickly understand its total statewide impact. Program-specific data can be found on the website as well, clearly highlighting how individual communities have been impacted by their local Main Street organization.



CREDIT: MAIN STREET ALABAMA

The Coordinating Program organizes in-person training sessions for its local executive directors, offering step-by-step data collection instructions, such as the best municipal departments to contact for each data point and what specific questions to ask. This statewide emphasis on quality data has resulted in several Alabama programs avoiding proposed public funding cuts. Instead of seeing their funding reduced, many programs have instead seen annual public funding increase as a direct outcome of data-focused presentations to local officials, where executive directors clearly outline the program's local economic and fiscal impact.

SPOTLIGHT MICHIGAN MAIN STREET

Assessing the Ease and Accuracy of Self-Reported Data

Optimizing the data collection process is a key priority for Michigan Main Street. It recently conducted a comprehensive assessment of the reliability of their historic data. The study, which examined a set of economic indicators to compare historic self-reported data to third-party data sources, found that the self-reported figures typically were the most reliable source of local data. This allowed the organization to feel more confident in communicating their existing data to key funders and decisionmakers throughout the state.

Through this process, Michigan Main Street was also able to gain insights from local program directors regarding how the data collection process could be enhanced. For example, certain data points were frequently mentioned as particularly difficult to collect. Many local programs were also unsure of the exact purpose behind collecting many data points. These insights helped Michigan Main Street shape a set of new strategies to make the data collection easier and more valuable for local programs moving forward. Without the initial decision to embark on this reliability assessment and outreach process, Michigan Main Street would not have been aware of these underlying opportunities to improve the data collection process.



CREDIT: OWOSSO MAIN STREET

USING METRICS TO EVALUATE EFFECTIVENESS AND IMPROVE PROGRAMMING

KEY PERFORMANCE INDICATORS

Key Performance Indicators (KPIs) are quantitative metrics used to track and assess progress over time. While Reinvestment Statistics themselves classify as KPIs, Main Streets can use additional KPIs specifically tailored to their district to better meet strategic objectives and leverage a community's unique characteristics.

KPIs should be:

- Clearly aligned with specific organizational objectives or strategies
- Measured in a relatively quick, low-effort, and consistent manner
- Expressed through numbers

For example, a program that wants to grow the agricultural economy of its community can track average attendance at local farmers markets or the number of businesses that have partnerships with local farms or community gardens. When KPIs are directly aligned with strategic goals, they can evaluate if their programs are leading to demonstrable results.

MEASURING THE IMPACT OF YOUR TRANSFORMATION STRATEGIES

The Main Street Approach emphasizes the importance of rigorous outcome measurement, both as a means to assess effectiveness, and as a way to communicate the impact of the Main Street program to stakeholders.

While all Main Street programs measure standard outcomes through the collection of Reinvestment Statistics, your program should also be looking at a series of tailored outcome measures that reflect your particular goals as an organization, as well as the Transformation Strategies you have developed.

Transformation Strategies, a key component of the Main Street Approach, articulate a focused, deliberate path to revitalizing or strengthening a downtown or commercial district's economy. A program's work on Transformation Strategies should be organized around the Four Points: Economic Vitality, Design, Promotion, and Organization. A revitalization program's work—and its Transformation Strategies—need to be informed by a solid understanding of local and regional market data, as well as sustained and inclusive community engagement.

BEST PRACTICES FOR EVALUATING EFFECTIVENESS BASED ON METRICS

Consider data trendlines: Data collected over a period greater than three years provides a more reliable trend than a two-year sample size.

Consider each metric: Try assessing each of the Reinvestment Statistics and other metrics individually rather than only focusing on a select few to ensure that your Main Street program addresses a variety of issues and needs.

Focus on attractable effectiveness: Look for data trends that are specific to the work the Main Street program created.

Leverage local insights: Work with local businesses and community stakeholders through direct outreach to determine qualitative evidence that builds upon empirical data.

What Are Transformation Strategies?

Transformation Strategies help to guide a revitalization program's work. An effective Transformation Strategy serves a particular customer segment, responds to an underserved market demand, or creates a differentiated destination. Some *ready-to-use* strategies—called Catalyst Strategies—fall into two broad categories: those that are focused on a specific customer segment and those that are focused on an industry, product, or service segment.

Examples include:

FAMILY-FRIENDLY

AGRICULTURE CENTER

WORKERS AND RESIDENTS

ARTS (PERFORMING AND VISUAL)

ELDER FRIENDLY AND AGING-IN-PLACE

CONVENIENCE GOODS AND SERVICES

ENTERTAINMENT AND NIGHTLIFE

KNOWLEDGE ECONOMY

COLLEGE TOWN



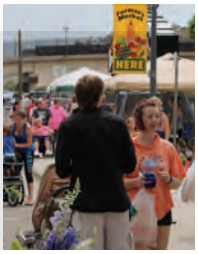


SPOTLIGHT TRANSFORMATION STRATEGY EXAMPLES

Below are some additional examples how KPIs can be developed to support and track specific Transformation Strategies. These are only general approaches that may be applicable to some communities. Think through the types of transformations your community needs, what programmatic approaches could help achieve your goals, and what performance indicators can help track your successes.

Agricultural Economy

Districts that serve agricultural communities and/or support home food production, locally-sourced food, and environmental sustainability.



Possible Approaches

Building partnerships between culinary businesses and local farms or community gardens

Working with real estate brokers and entrepreneurs to fill vacant downtown buildings Number of farmers markets organized by program or businesses

KPI Examples

Number of farmers markets organized by program or businesses

Number of nearby community gardens (and members)

Vacancy rate of downtown storefronts

A Transformation Strategy articulates a focused, deliberate path to revitalizing or strengthening a downtown or commercial district's economy. Grounded by both an understanding of the underlying drivers of the local and regional economy, as well as community feedback and engagement, a Transformation Strategy should describe a market position that the commercial district can successfully fulfill.

An effective Transformation Strategy serves a particular customer segment, responds to an underserved market demand, or creates a differentiated destination.

Arts

Districts that support the development of creative industries, such as design, music, dance, as well as arts-related education, production, and distribution businesses.



Possible Approaches

Supporting efforts that attract artists and other creative professionals to reside in or around commercial district

Organizing arts-related events, such as art walks or gallery exhibits

Coordinating the creation of public art, such as sculptures or murals, in district

KPI Examples

Number of arts-related events organized by program or businesses

Number of nearby housing units designated and/or subsidized for artists

College Towns

Districts that seek to make a strong connection with a nearby educational institution and attract students and faculty to local businesses.



Possible Approaches

Encouraging businesses to offer commercial deals to students and faculty

Organizing programming designed to capitalize on major school occasions, such as sporting events or new student orientations

Developing partnerships with nearby colleges, particularly admissions offices and business departments

KPI Examples

Percentage of total business sales that occur during the school year

Percentage of total customers who are enrolled students or school faculty

Want to learn more about Key Performance Indicators? See page 9

SPOTLIGHT TRANSFORMATION STRATEGY EXAMPLES

Elder-Friendly & Aging-In-Place



Districts that help people continue living independently for as long as possible by providing goods, medical and social services, and a safe, accommodating, environment.

Possible Approaches	KPI Examples
Implementing elder-friendly design features such as long crosswalk timers, smooth sidewalks, curb ramps, benches, wheelchair ramps, and other handicapped accessible features	Number of Main Street businesses that offer home delivery services
Offering events or promotions marketed towards senior citizens	Percentage of senior citizens serving on volunteer committees or board of directors
	Number of events or promotions marketed towards senior citizens

Food



Districts that aim to expand the role of food sales and food service by supporting the development of restaurants, cafes, caterers, farmers' markets, and food production spaces.

Possible Approaches	KPI Examples
Helping businesses solicit customer feedback on online review platforms such as Yelp and Google as well as partner with mobile delivery services such as Uber Eats or DoorDash	Number of food-related events organized
Nominating and promoting Main Street businesses for local and regional culinary awards	Percentage of businesses that partner with mobile delivery services
Providing technical or financial assistance to help cover high startup costs of new culinary businesses	Number of accolades award to culinary businesses in Main District
Organizing or supporting food-related events, such as food truck festival or district-wide restaurant specials	Number of cross-promotional partnerships between different Main Street culinary businesses

Entertainment & Nightlife



Districts that aim to attract evening-oriented activity that addresses the things people do when they go out for enjoyment, such as dining, drinking, music, and performing arts.

Possible Approaches	KPI Examples
Coordinating nighttime entertainment events, such as concerts or theme parties	Percentage of businesses that are open past 9:00 pm on weekend nights
Marketing commercial district as destination spot for evening and late-night activities	Percentage of food and beverage sales that occur on Thursday, Friday, and Saturday evenings and nights
	Number of nighttime entertainment events organized by program or businesses

Millennials



Districts that aim to attract customers born between the early 1980s and early 2000s, typically with an emphasis on offering a shopping experience that prioritizes experiences and entertainment.

Possible Approaches	KPI Examples
Conducting a survey to collect demographic information of Main Street customer base	Average age of commercial district visitors
Providing digital marketing assistance to businesses	Percentage of Main Street businesses with social media accounts
Helping businesses solicit customer feedback on online review platforms such as Yelp and Google	Percentage of millennials serving on volunteer committees or board of directors

SPOTLIGHT: MICHIGAN MAIN STREET TRANSFORMATION STRATEGY IMPLEMENTATION TOOL

MAIN STREET TRANSFORMATION STRATEGY IMPLEMENTATION

Desired Future State/Transformation Strategy Vision

PROJECT/ PROGRAMMING	OVERARCHING GOALS													PARKING LOT	FOUR POINTS												
	Overarching Goal #1				Overarching Goal #2					Overarching Goal #3					Economic Vitality			Design			Promotion			Organization		
	Measure of Success #1	Measure of Success #2	Measure of Success #3	Measure of Success #4	Measure of Success #1	Measure of Success #2	Measure of Success #3	Measure of Success #4	Measure of Success #5	Measure of Success #1	Measure of Success #2	Measure of Success #3	Measure of Success #4		1. Support existing economic base	2. Promote strategic use of space + development	3. Assemble resources	1. Promote physical improvements	2. Preserve + enhance existing historic fabric	3. Encourage planning + best practices	1. Position district as center of activity	2. Market district assets	3. Enhance positive image	1. Promote the revitalization effort	2. Foster community engagement	3. Encourage investment in revitalization
Project/Program #1																											
Project/Program #2																											
Project/Program #3																											
Project/Program #4																											
Project/Program #5																											
Project/Program #6																											
Project/Program #7																											
Project/Program #8																											
Project/Program #9																											
Project/Program #10																											
Project/Program #11																											
Project/Program #12																											
TOTAL																											

PLANNING AND VISUALIZING YOUR IMPLEMENTATION STRATEGY

"After working with each of their local programs to identify community-specific Transportation Strategies, Michigan Main Street created a tool to help programs strategically plan for the specific ways their strategies could be implemented and evaluated in the future.

Using the above chart, programs can break down their strategies into a smaller set of specific goals and accompanying "Measures of Success"—quantitative metrics that can track progress over time (i.e. event attendance; number of new establishments related to strategies, etc.). Programs can also list out potential programs or projects and see how each would align with these goals and metrics, helping programs establish a road map for implementing their Transformation Strategy in an efficient, measurable way.



COMMUNICATING AND LEVERAGING YOUR FINDINGS

TOOLS FOR LEVERAGING DATA

So you've collected good data, now what? Data doesn't do any good in a vacuum. Effective Main Street programs capitalize on that information to secure new members and supporters, raise funds, make the case for investment, recruit new businesses, and so much more. The following tools are just some ways in which a Main Street can summarize and communicate quantitative findings about their program's operations or district's conditions.

- **Market Analysis and Retail Viability Assessment.** Market analyses and retail viability assessments allow for a deeper understanding of local and regional economic and retail trends impacting communities, helping programs set the framework for future retail enhancement strategies. These studies also provide an opportunity to engage with local business owners and real estate professionals, helping Main Street staff build key relationships and better understand how market forces are being felt on the ground.
- **Leakage Analysis.** A leakage analysis, also often called a "Sales Gap," measures the degree to which a commercial area is capturing retail demand in its surrounding area. For example, if a city's downtown had a leakage rate of only five percent for hardware stores, that would mean that it is almost completely capturing nearby demand. This helps paints a clear picture of how a commercial area can retain existing customers, attract new visitors, and better serve the needs of the local community.

Looking for more information about Market Analysis and Leakage Analysis? Check out the National Main Street Center's *Market Analysis for Community Transformation: A Practioner's Guide*. This guide walks you through the intricacies of market analyses and provides helpful tools for conducting your own studies.

- **Retail Competitive Advantages and Retail Broker Pitch Sheet.** When attracting new businesses or retaining existing ones, knowing your area's strongest competitive advantages, and having the data to support them, is an invaluable tool. Having concise "pitch sheets" on-hand, ready to give to retail brokers or prospective business owners considering a move to your district, can be the difference between a vacant storefront being filled or not.
- **Economic Impact Analysis.** An economic impact analysis can measure the economic gains, such as jobs, sales, and wages, generated by a program, or specific event or development. This can be a crucial resource when communicating the importance of your program or specific project to stakeholders. Regularly scheduled economic impact analyses can also shed light on how particular events, such as a festival or seasonal promotion, grow or decline over time, allowing programs to make more educated decisions on programming and marketing strategy.
- **Fiscal Impact Analysis.** A fiscal impact analysis measures the amount of tax revenue attributable to an event, development, or program. Like an economic impact analysis, this can be a valuable advocacy tool, particularly for programs that receive public dollars.
- **Community Impact Analysis.** This type of analysis describes the impact programs have on their communities. These analyses typically focus on quality-of-life impacts such as social cohesion, historic preservation, safety, and design. Data for this type of impact analysis is typically more difficult to quantify but can produce results that have a wide range of appeal.
- **Face-to-Face Meetings.** In-person conversations, meetings, or interviews with Main Street leadership are often the first time a community member learns about a program. Therefore, having a few key data points to share during face-to-face interactions can go a long way in building local support for your program.
- **Marketing Materials.** Generic marketing materials such as flyers, brochures, and postcards can supply the public with a great overview of your Main Street program, significant events or achievements, and exciting news. Consider your audience for each of the materials. Are these materials on hand at the office? Are you trying to gain donors for a specific event? Are you updating businesses with new opportunities?

- **Website.** Updating your program's website to include a section featuring your program's economic, fiscal, and community impacts help a diverse range of stakeholders understand the value of your program. Consider adding an "impact" section or including metrics within the footer of your homepage with key statistics.
- **Annual Reports.** Annual reports can highlight the achievements and impacts of your Main Street program each year. Consider including spotlights of success stories (such as a special event, new business, or milestone achieved) and communicating your impact through Reinvestment Statistics and other performance indicators.
- **One-Pager.** Program one-pagers provide stakeholders with a clear snapshot of your program and its impacts. These can easily be attached to grant applications and fundraising efforts.
- **Boundary Map.** Maintain a clear, visual boundary map of your program area to communicate to stakeholders and constituents the area your program influences. Letter-size maps can easily be attached to grant applications and filed with annual reports.
- **Special Events.** Consider hosting special events such as dinners, socials, and happy hours to gather stakeholders and communicate success verbally. Think of how your event displays and vocalizes the impacts your Main Street program has generated.
- **Local Press Releases, Articles, Interviews, and Social Media.** Generating press releases and contacting local media can help generate a larger audience for your Main Street program. This can drive more participants to events or promotions, and also highlight significant impacts such as awarded grants and improved streetscaping.

MAIN STREET AUDIENCES: ORIENTING FINDINGS TO SPECIFIC STAKEHOLDER NEEDS

Main Street programs have a wide range of stakeholder types. When communicating with the following stakeholders, your message should be geared specifically to their specific needs, concerns, and aptitude. Of course, this table is neither a complete list of stakeholders nor of communication methods, but is intended to represent key audiences and the types of messages that resonate with each.

	DATA COMMUNICATION METHOD												
TYPE OF MAIN STREET STAKEHOLDER	Market Analysis and Retail Viability Assessment	Leakage Analysis	Retail Competitive Advantages sheet	Economic Impact Analysis	Fiscal Impact Analysis	Community Impact Analysis	Face-to-Face Meetings	Marketing Materials	Website	Annual Reports	Memorandum, One-Pager	Press Release, Article, Interview	Social Media
Program staff and board members	X	X	X	X	X	X	X	X	X	X	X	X	X
Current and prospective business owners/representatives	X	X	X	X		X	X	X	X	X		X	X
Landlords, brokers, management companies	X	X	X	X		X	X	X	X			X	X
Commercial property owners, real estate developers	X	X	X	X		X	X	X	X			X	X
Supporters and partners of the local business community	X	X	X	X		X	X	X	X		X	X	X
Potential funders and the philanthropic community				X		X	X	X	X	X	X	X	X
Residential community and neighborhood leaders		X		X		X	X	X	X		X	X	X
City and county public officials and agency leadership				X	X	X	X			X	X	X	X
State or local Coordinating Program			X	X	X	X	X	X		X	X	X	X
State government agencies and other statewide leadership				X	X	X	X			X	X	X	

MAIN STREET ECONOMIC, FISCAL, AND COMMUNITY IMPACTS

Main Streets impact communities in several important ways. These impacts can be thought of in three categories: economic benefits, fiscal benefits, and community benefits. These impacts can stretch well beyond a local retail corridor or downtown as Main Street programs have a positive impact on cities, counties, regions, and even at the state level. Understanding the numerous ways a Main Street impacts the community can help you tell a more complete story about a Main Street's value.

ECONOMIC

Main Street programs generate **economic impacts** through projects and people who generate revenue and contribute to the economy.

Examples include: Jobs created // New businesses created or attracted // Increased sales revenue

"Our Main Street program helped increase the number of new jobs in our community by helping businesses locate along our commercial corridor and attracting more customers to the area."

"Our Main Street Program helped increase the number of businesses in the area by promoting vacant retail spaces."

FISCAL

Fiscal impacts articulate the impact of Main Street programs on municipal and state governments.

Examples include: Property tax generated from new and rehabbed construction projects // Personal/corporate income tax generated from new jobs and from increased sales // Sales tax generated from increased commercial revenue as well as new businesses // Licenses and fees paid to municipalities by new businesses and construction project

"More jobs within the Main Street boundary increases the revenue generated for the city by increasing its employment base."

"The increase in businesses with the Main Street boundary increases revenue generated for the city through increased sales taxes, licenses, etc."

MAIN STREET AMERICA®

PROGRAM IMPACT

Turn the page to learn about different methods for calculating fiscal impact. ››

COMMUNITY

Community impacts describe how Main Street programs improve their communities and add qualitative value to the neighborhood.

Examples include: Increase in vibrancy or walkability // Historic preservation // Reduction in crime or an enhanced feeling of safety // Community-serving amenities, activities, and events // Fostering a sense of place or brand identity

"Vibrant retail corridors are filled with active storefronts. More businesses in the area can lead to more customers and visitors frequenting the Main Street area."

"Our crime rate has decreased and downtown feels much safer now."

"I'm glad they restored that old theater instead of tearing it down; that was one of the most iconic buildings here."

"Rehabilitation projects preserve the historic character of Main Streets and display investment along the commercial corridors."

"Our local volunteers strengthen our Main Street connections to the community as more and more residents and employees volunteer for the program and events."

DIFFERENT METHODS FOR CALCULATING FISCAL IMPACT

There are different ways to measure and communicate a program's fiscal impact.

Fiscal Return on Investment

A Fiscal Return on Investment (ROI) analysis measures how much money a city, county, or state invests in Main Streets relative to how much tax revenue it gains back as a result over time. This is typically expressed as a percentage or ratio. This type of analysis can be a very helpful tool for policymakers, as they want to make sure they are being fiscally responsible and are allocating resources wisely. Main Street programs have demonstrated a positive fiscal impact across the country, and ROI analyses have been successful in helping to secure or retain public dollars. Unfortunately, undertaking a program fiscal impact or ROI analysis requires a level of expertise beyond what many programs have in-house and usually requires the help of a financial or economic consultant.

Reinvestment Ratio

The Reinvestment Ratio is a more readily-available metric used by Main Street America to communicate the impact of public investment on a Main Street community. The ratio compares public investment dollars (such as local or state Main Street funding) with private real estate investment (such as the cost of new real estate development or building rehab work). A local or statewide Reinvestment Ratio is relatively easy to calculate because the inputs (public and private investment) are Reinvestment Statistics each program collects each year. The ratio shows the relative scale of public and private investment, and provides a number that can easily be compared across communities. However, there is no direct causal relationship between the two inputs in the Reinvestment Ratio. In other words, the ratio does not help one understand how much of the private investment is attributable to the public investment.

SPOTLIGHT MSA'S ONGOING NATIONWIDE PROGRAM ECONOMIC IMPACT ANALYSIS

NATION-WIDE ECONOMIC IMPACT

Main Street America evaluates Reinvestment Statistics in concert with other locally collected data to assess the economic impact of Main Street programs across the country. Preliminary findings from 2015 to 2016 show that Main Street Programs contribute significantly to a local economy. The presence of a Main Street program leads to an average of $3.1 million more in sales each year than would be expected otherwise in non-Main Street areas. Between 2015 and 2016, a total of $3.3 billion in sales was attributable to Main Street programs.



CREDIT. RAWPIXEL

DEEPER DIVE: USING THE ECONOMIC DATA TO ASSESS FISCAL IMPACT

An analysis of government spending on Main Street programs in the city of Boston and the states of Washington, Oklahoma, and Pennsylvania showed a significant positive fiscal return on investment. Each collects more tax revenue than the amount of money spent on these programs. This is a positive net fiscal impact. Between 2015 and 2016, the four programs that were evaluated had a net fiscal impact ranging from $2.4 million to $22.3 million more tax revenue than would have been expected without the presence of a Main Street program. For each dollar invested by the respective state or city, an additional $3.01 to $12.73 in tax revenue was generated due to the attributed increase in economic activity. It is worthwhile to note that every state and city has a different economic climate, a different tax structure, and differing Main Street program impacts. As such, fiscal impact findings in one state or city do not necessarily represent the national average.

COMMUNITY IMPACTS, ECONOMIC IMPACTS, AND FISCAL IMPACTS ARE INTERRELATED

It is important for Main Street America and each Coordinating Program to understand the concept of a Main Street's fiscal impact. Not everything a Main Street program does is quantifiable or has an immediate impact on the bottom line of their local businesses. That said, many of the programs, initiatives, and grants administered by Main Streets do directly impact their local economy. The private sector is not the only beneficiary. An increase in the number of businesses, in employment, and in sales lead to greater corporate income tax revenues, greater personal income tax revenues, and greater sales tax revenues respectively. Each of the four case studies undertaken within this analysis found that the increase in tax revenue attributable to the Main Street program exceeded the annual state and local contributions to the programs. In short: Main Street programs in Boston, Washington, Oklahoma, and Pennsylvania have a positive fiscal return on investment.

SPOTLIGHT H STREET FESTIVAL IMPACT ANALYSIS

H Street Main Street (HSMS, located in Washington, D.C.), assessed the fiscal and economic impact of its H Street Festival in September 2017. The annual event is part of a revitalization strategy that brings attention to the developing arts and entertainment district spanning 10 blocks of H Street NE. The 2017 festival featured more than 500 artists and performances plus an array of local, regional and international cuisine, shopping, arts exhibits, and educational events. Over 100 festival attendees were randomly selected and surveyed regarding their spending during the event. Following the festival, 48 businesses were surveyed about the festival's impact on their sales.

The study detailed some of the primary ways in which the festival impacted the neighborhood businesses and city fiscal revenues. The assessment calculated how many more sales were generated by businesses during the festival than would have been expected if not for the festival. It also calculated how many additional jobs this supported and the how much money the city collected through local taxes and licenses as a result of the festival. The study helped demonstrate to the city why it should continue to support the festival, such as providing police coverage and agreeing to close H Street to traffic.



CREDIT: SARA LOVELAND

Furthermore, the study helped identify the types of businesses that saw the most sales during the festival and the types of businesses that experience some negative impacts, and presented strategies to help ensure that all types of businesses gained from the festival.

ADVOCATING FOR YOUR PROGRAM

There are many ways to advocate for your Main Street program. Consider advocating by:

- **Sharing stories and successes.** Main Street programs play a vital role in preserving and creating engaging, thriving communities—make sure to share these stories.
- **Promoting the Main Street and commercial corridors.** More promotion often means more customers, which benefits local businesses and attracts more people to the area.
- **Helping people learn about Main Street.** When addressing new audiences and ongoing constituents, explain what a Main Street program is and the work of Main Street America.
- **Understanding your community.** Use both data and anecdotes to learn about the needs and unique qualities of your Main Street community.
- **Clearly articulate accomplishments.** Distinct language and quantitative data can demonstrate your Main Street's accomplishments to constituents.
- **Tracking, evaluating, and improving programming.** Carefully monitor programs and initiatives by documenting data (such as number of attendees), surveying participants, and assessing the outcomes. Use this information to improve programs and evaluate changes.
- **Developing memos, reports, charts, and pitch sheets.** Printouts, mailers, email blasts, and social media posts are great avenues to advocate for your program. Share updates, market events, and milestones through a variety of platforms.
- **Attending city and state hearings and facilitating face-to-face conversations with city and state officials.** Maintaining an active presence with officials helps promote the value of your Main Street program and generates necessary political support.
- **Being your own advocate … and develop political advocates, too!** Program success is often derived from how Main Streets are perceived within their community, local stakeholders, and political leadership. This success helps sustain and grow public and private support, ensuring program longevity.



CREDIT: MONROEVILLE MAIN STREET

SPOTLIGHT JASPER MAIN STREET & MONROEVILLE MAIN STREET

Using Relationships to Collect Data and Build Support

While collecting reliable data might seem like a daunting task for some local programs, a strong network of business and municipal contacts can substantially improve the speed and accuracy of data collection. Programs such as Jasper Main Street and Monroeville Main Street in Alabama have been able to leverage their strong networks of business owners, real estate brokers, planners, and municipal administrators to quickly collect their data over the phone. Since the programs collect the same data each month, these phone conversations soon become routine, making the collection process quicker and smoother over time.

In turn, both Monroeville Main Street and Jasper Main Street have leveraged their data to continue building a strong network of local supporters. For example, Monroeville Main Street sends out a bi-annual newsletter to local business owners, corporations, foundations, real estate professionals, and residents that highlights up-to-date impact statistics. This newsletter has become one of the program's most effective methods for developing new relationships and receiving financial contributions from community stakeholders. Similarly, both programs strategically use all press coverage they receive, such as interviews or newspaper articles, to focus the public's attention on the programs' empirical impact, using qualitative anecdotes to supplement their data-oriented message, instead of the other way around.



VARIOUS ZUNI ROYALTY PARTICIPATE IN ONE OF THE FEATURED SOCIAL DANCES IN ZUNI PUEBLO MAINSTREET.

CREDIT: WELLS MAHKEE, JR.

SPOTLIGHT NEW MEXICO MAINSTREET

Effectively Packaging and Communicating Data

When advocating for the importance of your Main Street organization, clear and simple statistics will likely be one of the most important pieces of a successful presentation or report. Coordinating programs like New Mexico Main Street have learned to successfully leverage their data in a visually appealing and concise manner that has resulted in continued support from the New Mexico Legislature, which approves the allocation of public dollars to the program. Before presenting to the legislature, the program creates small "rack cards" that include a short summary of recent accomplishments with simple, specific data illustrating their success. For example, a rack card about the program's initiative to expand creative innovation (pictured right) included a photo, a short summary, and the number of new creative enterprises started in Main Street districts over the past year. Materials like these, which are easy to make and distribute, can be used in a variety of contexts and are highly effective in quickly and clearly communicating local program impact.



ADVANCING CREATIVE INDUSTRIES

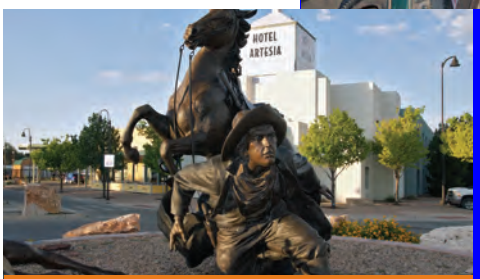
Creative industries contribute more than $7.6 billion annually to the state's economy. However, there are many untapped areas to grow local economies especially in our rural towns. "

The Arts & Cultural Districts Program advances economic vitality through innovative small businesses, light manufacturing and cultural enterprises, harnessing our unique cultural assets.

"Building on the Past, Facing the Future," Kenneth Ray Cook, Creative Economy of Roswell, Roswell, NM (2012)

arts & cultural districts

WWW.NMARTSANDCULTURALDISTRICTS.ORG



Monumental Bronze Sculpture in downtown Artesia

EXPANDING CREATIVE INNOVATION

The Arts & Cultural Districts program is collaboration of state agencies and private entities (Economic Development, Cultural Affairs and Tourism) to grow and diversify the economy. Arts and heritage organizations, cultural institutions and facilities, preservation organizations, revitalization and business groups join together to support local economic development.

In 2013, State Authorized Arts & Cultural Districts reported 21 new Creative Enterprise Starts in

arts & cultural districts

WWW.NMARTSANDCULTURALDISTRICTS.ORG

DATA RESOURCES

The following sources provide relevant data for Main Street programs:

American Fact Finder This user-friendly US Census portal combines dozens of annual demographic and business census surveys including American Community Survey, Economic Census, and Business Patterns data. This data can help Main Streets collect a range of information including employment, business information, demographics, housing and more. factfinder.census.gov

CoStar This leading supplier of commercial real estate data collects and provides a wide range of data pertaining to the physical conditions of commercial buildings, tenants, lease terms, and much more. CoStar data is available through a subscription model that is too expensive for most Main Street programs to afford individually. Check with your state and local economic development agencies to see if they have CoStar access and are willing to share data. www.CoStar.com

ESRI Comprehensive demographic, lifestyle and consumer spending, and business content is available through ESRI. For a small fee, ESRI will provide select data base on the geographic boundary of your Main Street program. www.esri.com

Google Most businesses create listings on Google, which can be a great place to start a business inventory, especially in larger Main Streets with many businesses. www.google.com/maps

Local Municipalities and Nonprofit Agencies Your local government can be a great resource for collecting data within your Main Street program. Property values, building conditions, and property use are just a few examples that are often readily available at the city or county level. For more information contact your local municipality.

Open Data Many counties and states provide free data as part of their Open Data initiative. Often you can find high resolution aerials, information pertaining to the physical environment, and population statistics. Located in a large city? You might even be able to get detailed information such as streetscaping elements and parking. For more information try googling your city and/or state and "open data" to see what's available.

PolicyMap As an online portal, PolicyMap distributes demographic, real estate, and job data for communities across the country. www.policymap.com

US Bureau of Labor Statistics Economic data such as employment rates, spending patterns, wages, and industries, are provided through the Bureau of Labor Statistics. Data is available at both the state and county-level and can provide reference for your Main Street compared to local benchmarks. www.bls.gov

United States Census Bureau Every decade, the Census releases data pertaining to a wide variety of topics including population, the economy, businesses, housing, and income. Data is available at a range of geographies including zip codes, municipalities, and Census blocks. Census data is available through American FactFinder as well as third-party data sources such as ESRI. www.census.gov/quickfacts/fact/table/US/PST045217

WalkScore As the leading international measure of walkability, public transit accessibility, and proximity to community-serving amenities, WalkScore also provides real estate data, crime statistics, and commute travel time analysis in some markets. www.walkscore.com

FLORIDA MAIN STREET

A GUIDE TO BECOMING A MAIN STREET



What is Florida Main Street?

Florida Main Street is a technical assistance program with the goal of revitalizing historic downtowns and encouraging economic development within the context of historic preservation.

The program is a part of a network of over 40 nationally recognized programs throughout the country. Florida Main Street is administered by Division of Historical Resources under the Florida Department of State. The program is affiliated with the National Main Street Center and utilizes the National Main Street Center's Four-Point Approach® which offers a framework for community-based revitalization initiatives.

The statewide Florida Main Street Program is administered by the Florida Department of State, Division of Historical Resources, Bureau of Historic Preservation. Each year, the Florida Secretary of State designates Local Main Street Programs (Local Programs) to participate in the statewide program from the applications received. The maximum number of Local Programs to be selected each year for participation in the program is indicated in the application solicitation announcement published in the Florida Administrative Register. Applications are evaluated on a competitive basis consistent with the provisions of Chapter 1A-36, F.A.C.

The Main Street Four Point Approach

This approach works where existing assets—such as older and historic buildings and local independent businesses—can be leveraged. It encourages communities to take steps to enact long term change, while also implementing short term, inexpensive and placed-based activities that attract people to the commercial core and create a sense of enthusiasm and momentum about their community. Both small-city downtowns and urban neighborhoods throughout the nation are renewing their community centers with Main Street methodology.



Economic Vitality focuses on capital, incentives, and other economic and financial tools to assist new and existing businesses, catalyze property development, and create a supportive environment for entrepreneurs and innovators that drive local economies.

Design supports a community's transformation by enhancing the physical and visual assets that set the commercial district apart.

Promotion positions the downtown or commercial district as the center of the community and hub of economic activity, while creating a positive image that showcases a community's unique characteristics.

Organization involves creating a strong foundation for a sustainable revitalization effort, including cultivating partnerships, community involvement, and resources for the district.

Main Street America™

Main Street America™ is a program of the National Main Street Center, Inc., a subsidiary of the National Trust for Historic Preservation. To help communities achieve their economic goals, the National Main Street Center/Main Street America™ has developed a comprehensive revitalization strategy that pairs thoughtful preservation of historic assets with sensible business practices.

The Principles of Main Street

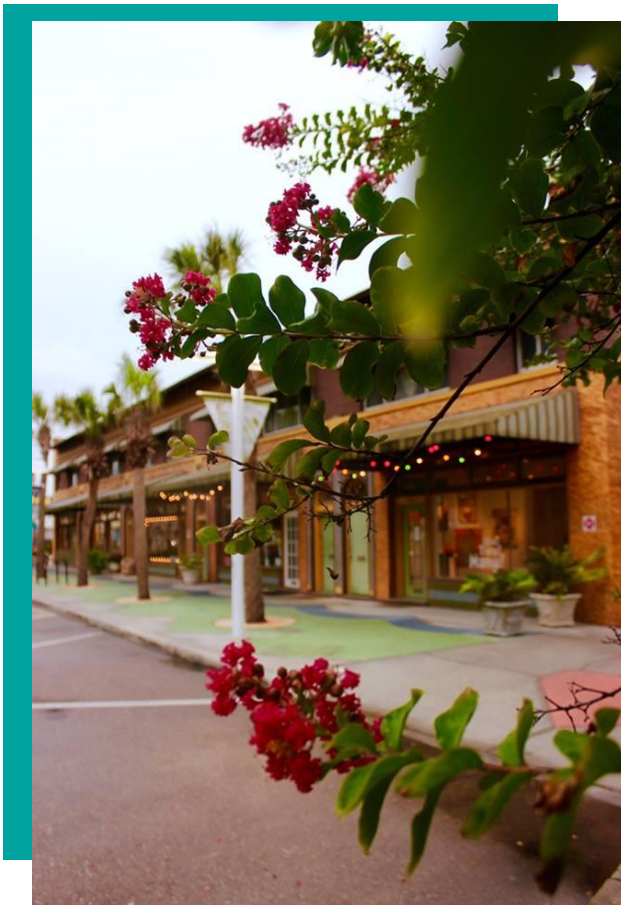
While the Main Street Four-Point Approach™ provides the format for successful revitalization, implementation of the four-point approach is based on eight principles that pertain to all areas of the revitalization effort:

1. **Comprehensive.** Downtown revitalization is a complex process and cannot be accomplished through a single project. For successful long-term revitalization, a comprehensive approach must be used.
2. **Incremental.** Small projects and simple activities lead to a more sophisticated understanding of the revitalization process and help to develop skills so that more complex problems can be addressed, and more ambitious projects undertaken.
3. **Grass roots.** Local leaders must have the desire and the will to make the project successful. The National Main Street Center and the state Main Street program provide direction, ideas, and training, but continued and long-term success depends upon the involvement and commitment of the community.
4. **Public/private partnership.** Both the public and private sectors have a vital interest in the economic health and physical viability of the downtown. Each sector has a role to play, and each must understand the other's strengths and limitations so that an effective partnership can be forged.
5. **Identifying and capitalizing on existing assets.** Business districts must capitalize on the assets that make them unique. Every district has unique qualities – like distinctive buildings and human scale that give people a sense of belonging. These local assets must serve as the foundation for all aspects of the revitalization process.
6. **Quality.** Quality must be emphasized in every aspect of the revitalization program. This applies equally to each element of the program, from storefront design to promotional campaigns and to educational programs.
7. **Change.** Changes in attitude and practice are necessary to improve current economic conditions. Public support for change will build as the program grows.
8. **Implementation-oriented.** Activity creates confidence in the program and ever-greater levels of participation. Frequent, visible changes are a reminder that the revitalization effort is under way. Small projects at the beginning of the program pave the way for larger activities as the revitalization effort matures.

National Main Street Performance Standards

1. **Broad-based public/private support** for the commercial district revitalization process, with strong support from both the public and private sectors
2. **Vision and mission statements** relevant to community conditions and to the Local Program's organizational stage
3. **Comprehensive Main Street work plan**; active in all four-points
4. **Historic preservation ethic**
5. **Active board of directors and committees**, following the Four-Point Approach™
6. **Adequate operating budget**
7. **Paid professional Executive Director**. Communities with more than 5,000 population are required to hire a full-time Executive Director; communities with less than 5,000 population may employ a part-time Executive Director.
8. **On-going training for staff and volunteers**. Attendance at all quarterly meetings, annual state conference and national conference are required
9. **Reporting of key reinvestment statistics**
10. **Current member of the National Main Street network**

What are the Benefits?



- **Technical Assistance and on-site visits** to monitor the Active Local Program and assist with work plan and board development
- **Promotion of local Main Street areas and events**
- **Grant opportunities** through National Main Street and other organizations
- **Statewide Main Street Basic Training**
- **Networking and peer assistance points** for Small Cities Community Development Block Grant (CDBG) and Florida Communities Trust application scoring
- **Florida Main Street Annual Conference** is a multi-day conference that focuses on current downtown revitalization and preservation issues
- **Secretary of State's Florida Main Street Awards Program** that Local Programs are eligible to annually submit and be recognized for outstanding achievement at the Secretary of State's Florida Main Street Awards Banquet.
- **National Main Street Accreditation** to Local Programs that meet the National Main Street Performance Standards. To be designated as "Accredited signifies commitment to comprehensive revitalization, community engagement, and rigorous outcome measurement."

Services to Newly Designated Programs

- **Reconnaissance Visit**. A one-day visit by the Program Coordinator to the community following designation to promote the Local Program, train the board, and meet local stakeholders.

- **Resource Team Visit**. A three-day Resource Team Visit by an interdisciplinary team of experts in downtown revitalization issues will be provided to first-year communities. Resource Team Visits include an intensive series of meetings and workshops to assist the Local Program in establishing a sound work plan that will address Local Program needs in each of the areas of the Main Street Four-Point Approach. Each Resource Team Visit will be concluded with a public meeting to present team findings and recommendations that will be documented by a written report.

- **Annual Assessment.** A one-day visit to the Local Program Area by the Program Coordinator to (a) assess Local Program progress toward annual and long-term goals, (b) assist with goal setting for the coming year, and (c) identify training and technical assistance needs for the coming year. Observations and recommendations will be included in a written report provided to the Local Program.

- **Consultant Assistance.** On-site technical assistance will be provided by Florida Main Street staff, other state agencies, and professional consultants with expertise in a range of disciplines relating to historic preservation, organizational development and downtown revitalization.

- **National Main Street "Designated" Membership**. During the first year following designation, Florida Main Street will pay the Local Program's membership in the National Main Street network.

- **Florida Main Street Start-up Grant of $25,000.** Within the first three-years following designation, each Local Program will be eligible to apply for a competitive one-time $25,000 start-up grant from the Historical Resources Small Matching Grant Program to assist initial development, projects and planning. All Local Program activities assisted through this grant shall be in accordance with the Main Street Approach. Award and administration of all such grants shall be in accordance with provisions of Chapter 1A- 39 F.A.C.

During the first three years following Main Street designation, Local Programs are required to participate in all the services available to Active Local Programs, as well as attend the annual National Main Street Now Conference.

Criteria for Application

The District

- Posses strong historic character
- Based on a grid, around a square, park or other urban form - walkable
- Gateways, public spaces, parking, buildings, businesses, and events are accessible
- Diverse businesses - products, services, experiences that support community industries and residents
- Need and potential for economic growth, design improvement and marketing/promotional efforts

Community Understanding of and Commitment to the Main Street

- Has or is putting into place an active design assistance program
- Encourages building renovation or rehabilitation consistent with *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*
- Encourages public awareness of the historic properties in the proposed Program Area and the importance of their preservation
- Works toward putting in place land use policies that encourage development of property in the proposed Program Area
- Encourages development of financial mechanisms and incentives to attract investment to the proposed Program Area
- Broad community support and understanding
- Staff supported, active volunteer organization
- Relevant purpose as reflected in a clear mission statement
- Consistency of local goals with the Main Street Approach

Organizational Readiness and Financial Strength

- Adequate budget and support:
- Active board and committees with clearly defined objectives
- Local government, business, and citizen support
- Paid, professional, full-time Program Manager (Exception: Minimum of half-time paid Program Manager is acceptable for communities with populations of less than 5,000)
- At a minimum, dedicated public and private funding and in-kind resources for a one-year operating budget sufficient to cover the cost of:
  - -Program Manager salary and fringe benefits
  - -Rent and general office expenses
  - -Travel for participation in Florida Main Street Quarterly Meetings and Annual Conference
  - -Program Manager professional development
  - -Activities and programs conducted by Local Program committees

Pre-Application Assistance is provided, upon request, to entities interested in making application for participation in the Florida Main Street Program. At a minimum, such assistance shall include meeting with community representatives, conducting a pre-application webinar annually, and responding to inquiries. Depending upon availability of resources, such assistance may also include an assessment visit to the proposed Local Program Area by the Program Coordinator.

Helpful Hints for Application Completion

Make sure the Application is Complete

A. Follow the application format. Keep responses brief and in the order indicated.
B. Proposed Local Program Area should be the small, well-defined traditional commercial core of your community. Select the area that has the strongest concentration of historic commercial buildings. Avoid the temptation to include peripheral areas with scattered buildings, residential neighborhoods and vacant land.
C. Applicant must demonstrate a commitment to actively participate in the Florida Main Street Program for a minimum of three years and the intent should be to continue after the initial period.
D. Offer a competitive salary to attract a qualified professional Executive Director. Offer job security by providing stable program funding. Do not expect the Executive Director to raise funds that are used for sustaining the Local Program.
E. Provide a generous travel budget. The Executive Director is required to attend Florida Main Street training sessions, meetings and both the state and National conferences. Other members of the Local Program board and volunteers are also encouraged to attend these meetings.
F. Population and demographic data is available from the U.S. Census Bureau (www.census.gov)
G. Unemployment data is available through the Agency for Workforce Innovation (www.labormarketinfo.com).
H. The tax base information requested in the application is available from your county's tax assessor. The appraised value is the value assigned to the property before any exemptions. The assessed value of property is the value upon which property taxes are based, usually after all exemptions have been taken.
I. Each applicant will have time to present digital photographs and additional material during the public meeting at which applications are considered.

Materials to Be Submitted

A. The original signed application and attachments, each in a separate three-ring binder, labeled either "Application" or "Appendices." Include with the original set seven (7) copies of the completed application and appendices
B. Twenty-five (25) color high resolution **digital** photographs of the proposed Local Program Area on a flash drive. Each photo shall be labeled with the name of the city and a number. The number shall key the photo to a description sheet giving the address of the building, the direction from which the slide was taken (North, South, etc.). The photos shall also be keyed to a map of the proposed Local Program Area. DO NOT put images in a PowerPoint format.
C. Each copy of the application form must be accompanied by the required attachments in a separate three-ring binder labeled "Appendixes," and tabbed Appendix A, Appendix B, Appendix C, and Appendix D.

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

Meeting Date: 04/07/2025

Re: Ordinance No. 25-017 Amending the FY 2023-2024 General Fund Budget

SUBJECT:

Legislative Hearing - Ordinance 25-017 - Final Budget Amendment of the FY 2023-24 General Fund Budget. SECOND READING

SUMMARY:

The General Fund budget is being amended to adjust budgeted revenues and expenditures to the final actual figures.

RECOMMENDATION:

City Commission approve the budget amendment ordinance.

ALTERNATIVES:

Staff will proceed as directed by the City Commission.

RESPONSIBLE STAFF:

Finance Director

COORDINATED WITH:

City Clerk for Advertising

Fiscal Impact

Budgeted Y/N: Y

Fiscal Year: 2024

OTHER INFORMATION:

Final Budget Amendment

Attachments

25-017

Budget Amendment Updated 03.17.2025

Explanation Sheet

Proof of Publication

Form Review

Form Started By: Tina Rel Started On: 03/18/2025 12:56 PM

Final Approval Date: 03/18/2025

ORDINANCE NO. 25-017

AN ORDINANCE **AMENDING THE 2023-24 BUDGET** OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2023-24 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA:

SECTION 1. The Budget of the City of Fort Pierce, Florida for the year 2023-24 be amended by increasing or decreasing various items as set out in the schedule, hereto attached and made a part hereof and designed as the 2023-24 final budget amendment and that the City Manager and Director of Finance are hereby instructed and directed to transfer said funds to said accounts and increase and decrease in conformity with said schedule.

SECTION 2. The provisions of this Ordinance are declared to be severable and if any section, sentence, clause, or phrase of this Ordinance shall, for any reason, be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Ordinance, which shall remain in effect, it being the legislative intent that this Ordinance shall stand notwithstanding the invalidity of any part.

SECTION 3. All ordinances or parts thereof that may be determined to be in conflict herewith are hereby repealed.

SECTION 4. This ordinance shall become effective upon passage.

APPROVED AS TO FORM
AND CORRECTNESS:

_____
Sara Hedges, Esq.
City Attorney

STATE OF FLORIDA)
ST. LUCIE COUNTY)SS

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. 25-017 was duly advertised by title only in the St. Lucie News Tribune on March 7, 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 March 17, 2025; and was duly introduced, read by title only, and passed on second and final reading on April 7, 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 the 7th day of April, 2025.

_____
Linda Hudson,
Mayor Commissioner

_____
Linda W. Cox,
City Clerk

(CITY SEAL)

CITY OF FORT PIERCE

Final Budget Amendment

Fiscal Year 2023-2024

General Fund Revenues	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Over Under Budget***
Taxes	33,023,481	1,352,202		34,375,683	4.09%
Licenses and Permits	786,800		137,513	649,287	17.48%
Inter-Government Revenue	8,954,000	491,181		9,445,181	5.49%
Charges for Services	594,150		17,475	576,675	2.94%
Fines and Forfeitures	265,000	155,525		420,525	58.69%
Miscellaneous Revenues	3,001,675	145,928		3,147,603	4.86%
Interfund Transfers	4,102,365		36,945	4,065,420	0.90%
Enterprise Contributions	8,759,968		517,046	8,242,922	5.90%
Fund Balance Appropriation	0		1,407,907	(1,407,907)	0.00%
Restricted Revenue	(600,000)	600,000		0	0.00%
Totals	58,887,439	2,744,837	2,116,886	59,515,389	**1.07%**

CITY OF FORT PIERCE

Final Budget Amendment

Fiscal Year 2023-2024

General Fund Expenditures	***Approved Budget***	***Increase***	***Decrease***	***Amended Budget***	***Percentage Over Under Budget***
City Commission	319,714		910	318,804	0.29%
City Manager	942,745		17,184	925,561	1.86%
City Attorney	858,783		121,741	737,042	16.52%
City Clerk	510,807		4,911	505,896	0.97%
Human Resources	548,406	241,691		790,097	30.59%
Finance	1,243,254		13,521	1,229,733	1.10%
IT	2,663,239		455,923	2,207,316	20.66%
Purchasing	376,102		34,923	341,179	10.24%
Planning	868,029		81,933	786,096	10.42%
Code Enforcement	1,545,864		28,018	1,517,846	1.85%
Police	19,143,275	623,515		19,766,790	3.15%
PW/Director's Office	167,181	11,707		178,888	6.54%
PW/Fleet Maintenance	897,265		4,307	892,958	0.48%
PW/Facilities Maintenance	1,432,970	479,838		1,912,808	25.09%
PW/Parks & Grounds	2,670,376	304,924		2,975,301	10.25%
PW/Streets & Drainage	2,616,655		48,174	2,568,482	1.88%
Engineering	1,708,064		490,848	1,217,216	40.33%
Liesures Services	626,337		11,899	614,438	1.94%
Administrative	19,748,371	280,565		20,028,936	1.40%
Totals	58,887,439	1,942,240	1,314,290	59,515,389	**1.07%**

City of Fort Pierce
Final Budget Amendment
Fiscal Year 2023-2024
Revenues and Expenditures

Below are the major revenue categories responsible for the increase and decrease in revenues during the City of Fort Pierce's Budget year 2023-24.

(1) Taxes Increase: $1,352,202 or 4.09%

Ad valorem taxes budget to actual increase of $350,027; Delinquent Taxes – increase of $3,651; Local Option Taxes - $77,410, Utility Taxes - $623,639, Telecommunication Taxes- $297,419 and Other Taxes – $55.79 were more than anticipated.

(2) Licenses and Permits Decrease: $137,513 or 17.48%

Business Tax collections increased $12,024; planning and zoning fees decreased $149,650; other permits collectively increased $113.

(3) Intergovernmental Revenues Increase: $491,181 or 5.49%

The major changes are: Reimbursement from Federal Grants awarded $27,868 ($24,155 for Hurricane Erma 9/16 and $3,713 for Hurricane Necole 11/22), FDOT $57,655, State Grants awarded $270,757 (Highwayman Museum Grant), Department of Commerce $514,234, Public Safety 15,972, Transportation $15,940; ARPA funds budgeted transfer not done $1,000,000, State revenue sharing $229,151, Half cent sales tax $164,772, Half Cent Infrastructure Sales Tax $57,486, Casualty Insurance Premium Tax $119,934, and all other intergovernmental revenue $17,412.

(4) Charges for Services Decrease: $17,475 or 2.94%

Record search, investigative and application fees $25,769; parking fines $37,172, traffic fines $8,569; vacation rentals $22,561; community center $23,070; youth activities $20,107; other charges collectively $11,374.

(5) Fines and Forfeitures Increase: $155,525 or 58.69%

Alarm Permit Violations increased $93,260, license penalties increased $3,834, property code violations increased $51,324, animal control $5,153, and increases in Judgements and Fines $1,954.

(6) Miscellaneous Revenues Increase: $145,928 or 4.86%

The increases in reimbursement of expenditures $68,267, rents and royalties $3,169, special assessments $143,487; state reimbursements $53,903; contractual services $197,271; interest on investments $550; miscellaneous $189,881; and other revenue collectively $33,828; decreases in Stormwater reimbursements $332,684, St. Lucie County $147,000, police detail transfer $48,717; purchasing card rebate $1,027; and $15,000 in other line items.

(7) Inter-fund Transfer Decrease: $36,945 or 0.90%

The changes resulted from the decreased transfer from the restricted fund $63,655; and decrease of $26,710 from FPRA.

(8) Enterprise Contributions Decrease: $517,046 or 5.90%

The transfer from FPUA decreased $517,046.

(9) Fund Balance Appropriation Increase: $1,407,907

Additional revenue to actual expenditures resulted in $807,907 being transferred to fund balance for future use; the $600,000 capital expenditure appropriation remains restricted.

Below are the departments and an explanation for the notable **increases** and **decreases** in their expenditure budgets during the City of Fort Pierce 2023-2024 budget year.

(1) City Attorney Decrease: $121,741 or 16.52%

Personnel costs decreased $78,074; Operating expenditures decreased $43,667.

(2) Human Resources Increase $241,691 or 30.59%

Increase due to personnel changes $37,475; legal fees $48,828; consulting fees $21,522; temp services $137,423; and various increases and decreases in other operating expenditures $3,556.

(3) Information Technology Decrease: $455,923 or 20.66%

Decrease due to personnel changes $323,103; consulting fees $87,685; temp services $51,268; software maintenance $58,597; and various increases and decreases in operating expenditures, $35,530; capital $2,276.

(4) Purchasing Decrease: $34,923 or 10.24%

Decrease in personnel costs $68,369; temp services $44,544; and various increases and decreases in operating expenditures $11,098.

(5) Planning Decrease: $81,933 or 10.42%

Decrease in personnel costs $17,757; contractual fee $41,000; various increases and decreases in operating expenditures $20,676; capital $2,500.

(6) Police Department Increase: $623,516 or 3.15%

Increase of $367,774 in personnel costs; increase of $204,263 in operating expenditures; increase in capital $51,479.

(7) PW/Director's Office Increase: $11,707 or 6.54%

Increase in personnel costs $9,670; decrease of $2,038 in operating expenditures; increase in capital $20,057

(8) PW/Facilities Maintenance Increase: $479,838 or 25.09%

Increase in personnel costs $49,857; temp services $146,160; building maintenance supplies $218,230; other operating expenditures $30,723; increase in capital $34,868

(9) PW/Parks & Grounds Increase: $304,924 or 10.25%

Increase in personnel costs $91,258; temp services $262,601; other operating expenditures $48,935

(10) Engineering Decrease: $490,848 or 40.33%

Decrease in personnel costs $197,217; decrease in FDOT/Closed Loop $187,027; contractual $25,945; traffic signal maintenance & supplies $72,682; and various increases and decreases in operating expenditures, $7,976.

(11) Administrative Department Increase: $280,566 or 1.40%

Personnel costs increased $17,312, in Retirement –Police $119,934, health insurance cost increase $150,547; contractual fees $44,792; equipment rental $97,790; decrease in property & liability insurance $118,960; contingency $220,055; military supplies $116,019

(Trump trial); various operating expenditures totaling $253,988; $435 in capital equipment & improvements; capital vehicle leases decrease $413,408; and non-operating and debt service payments increases and decreases $28,109

LocaliQ
Florida
GANNETT

PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

Received
MAR 17 2025
City Clerk's Office

Null
City Of Fort Pierce
100 N. U.S. 1
Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/07/2025

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 03/07/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

Publication Cost:	$121.44	
Tax Amount:	$0.00	
Payment Cost:	$121.44	
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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 HEARING

The City Commission of the City of Fort Pierce, Florida, pursuant to City Charter and Florida Statute 166.041, will hold Public Hearings, on Monday, March 17, 2025 and Monday, April 7, 2025 at their meetings which begin at 5:05 p.m., on first and second readings, respectively in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, to consider review and approval of the following:

ORDINANCE NO. 25-017 - AN ORDINANCE AMENDING THE 2023-24 BUDGET OF THE CITY OF FORT PIERCE, FLORIDA BY INSERTING THEREIN A SCHEDULE ATTACHED HERETO AND DESIGNATED AS THE 2023-24 FINAL BUDGET AMENDMENT; THE SAID SCHEDULE PROVIDES FOR THE INCREASES AND/OR DECREASES IN REVENUES AND APPROPRIATIONS IN THE GENERAL FUND; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

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
March 7 2025
LSAR0251625

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

Meeting Date: 04/07/2025

Re: Site Plan (Major Development Review)- Treasure Townhomes - 4601 Regina Ave

Submitted For: Kev Freeman, Planning Director, Planning Department

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SUBJECT:

Quasi-Judicial Hearing - Review and approval of an application for a Site Plan (Development Review), submitted by applicant Cotleur & Hearing, to construct a ninety-four (94) unit fee simple townhome community located at 4601 Regina Dr., more specifically at Parcel ID: 3403-501-025-000-5.

SUMMARY:

On behalf of Ivy Development Group, LLC and Treasure Townhomes, LLC, Cotleur & Hearing has submitted an application requesting a site plan review and approval for development of townhomes at 4601 Regina Drive. The ninety-four (94) fee simple units will be divided into 15 six-and-seven- unit buildings.

The proposed development is located on a parcel with an approximate 9 acres. The future land use of the parcel is Medium Density Residential, RM, and the zoning is Medium Density Residential, R-4.

RECOMMENDATION:

According to the City Code Sec. 125-194 and 125-313, staff has confirmed that the proposed application meets the requirements.

At the March 10th PB meeting, it was voted 6-0 in favor of approving the site plan. Therefore, staff is recommending that the CC align with the PB and **APPROVE** the site plan with the following six (6) conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
   a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
      i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All tees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article
      ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance

2. An updated Environmental Assessment shall be required
3. The project shall have a Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit in place prior to conducting any land clearing operations as the

submitted Environmental Assessment indicates that gopher tortoises are present on the site
4. A 5-ft sidewalk is required along Poinsettia Ave.
5. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity.
6. Addresses will need to be submitted to the Planning Department for all units prior to building permit application

ALTERNATIVES:

1. Recommend approval with additional/modified conditions
2. Recommend disappproval

RESPONSIBLE STAFF:

Kerry C. Driver - Senior Planner

COORDINATED WITH:

1. Technical Review Committee
2. Planning Board

Fiscal Impact

OTHER INFORMATION:

N/A

Attachments

Staff Presentation
Staff Report
Staff Supporting Documents
Applicant File
Public Notice
Site Plan for Signature
Proof of Publication

Form Review

Inbox	Reviewed By	Date
City Manager	Devoshay Johnson	03/24/2025 05:23 PM

Form Started By: Kerry Driver
Started On: 03/11/2025 03:51 PM
Final Approval Date: 03/24/2025

CITY OF FORT PIERCE

City Commission

April 7th, 2025

Treasure Townhomes- Site Plan

4601 Regina Dr.

APPLICANT

Cotleur & Hearing

PROPERTY OWNER(S)

Ivy Development Group, LLC
Treasure Townhomes, LLC

PARCEL ID #(S):

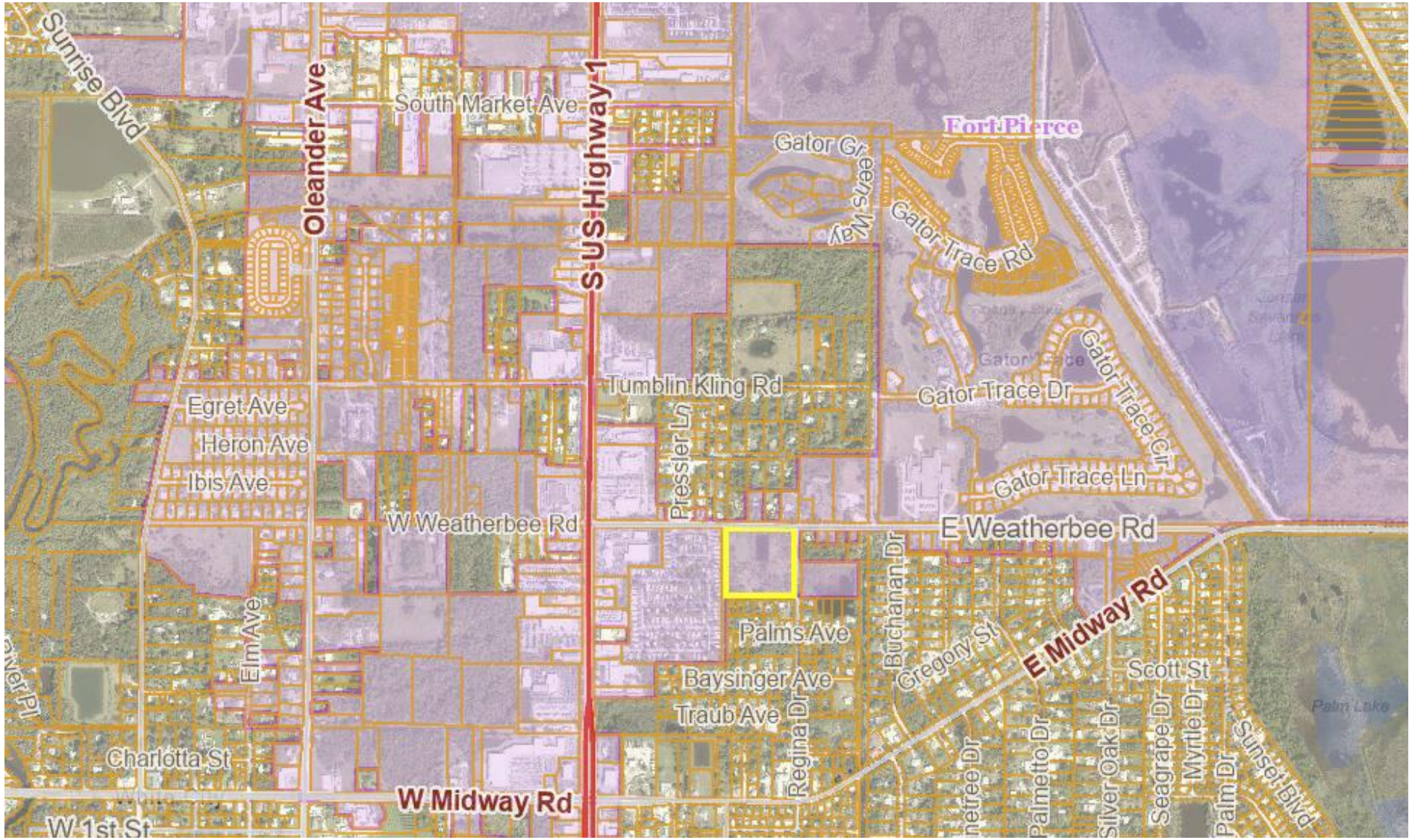
3403-501-0025-000-5

SUMMARY

The applicant is requesting a site plan review and approval for development of townhomes at 4601 Regina Drive. The ninety-four (94) fee simple units will be assembled into 15 six-and-seven-unit buildings.

The proposed development is located on a parcel with an approximate 9 acres. The future land use of the parcel is Medium Density Residential, RM, and the zoning is Medium Density Residential, R-4.

SITE LOCATION



CITY LIMITS

4601 Regina Dr. - Treasure Townhomes – Site Plan

SITE LOCATION



SITE AREA= 9 +/- Acres

FUTURE LAND USE

FLU: RM (Medium Density Residential

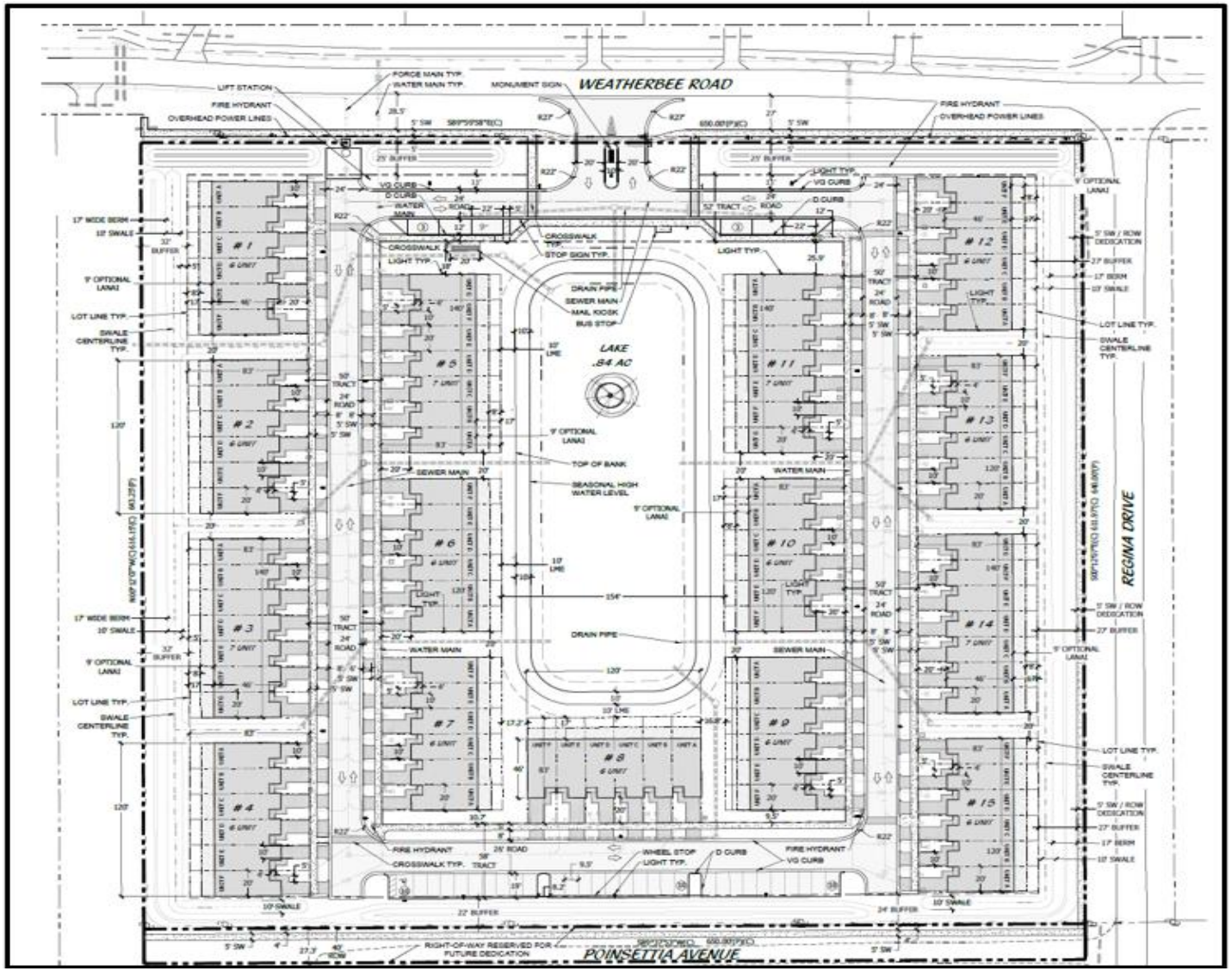


ZONING

Zoning: R-4, Medium Density Residential



SITE PLAN



4601 Regina Dr. - Treasure Townhomes – Site Plan

SITE PLAN details

TREASURE TOWNHOMES SITE DATA

PARCEL: 340350100250005
4601 REGINA DRIVE

LAND USE	RM	
ZONING	R-4	
FIRM/FLOOD ZONE	ZONE X, A; MAP # 12111C0279K	

BUILDING DATA

	ACRES	SQUARE FEET
TOTAL SITE AREA	9.574	417,043

TOTAL BUILDINGS	15	BUILDINGS
7 UNIT BUILDINGS	4	
6 UNIT BUILDINGS	11	
TOTAL PROPOSED UNITS	94	UNITS
DENSITY	9.82	UNITS/ACRE
MEDIAN ROOF HEIGHT	23'	

PARKING CALCULATIONS

REQUIRED PARKING	188	SPACES
*1.5 SPACES PER UNIT		
PROVIDED PARKING		
OFF-STREET STANDARD PARKING	34	SPACES
OFF-STREET HANDICAPPED PARKING	2	SPACES
DRIVEWAY PARKING	94	SPACES
GARAGE PARKING	94	SPACES
TOTAL	224	SPACES

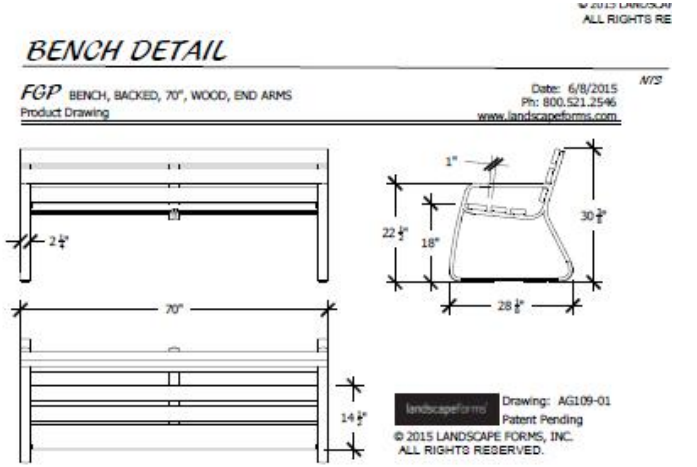
PERVIOUS/IMPERVIOUS CALCULATIONS

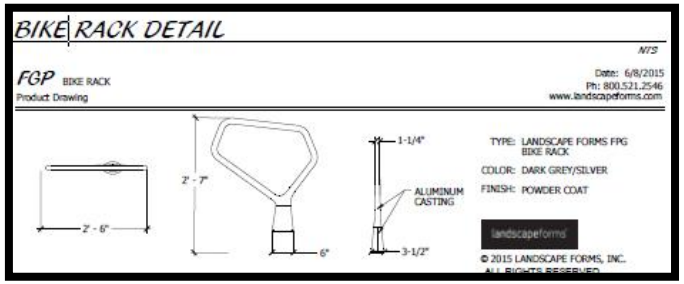
PERVIOUS	ACRES	SQUARE FEET	PERCENT
BUFFER TRACT	1.49	65,055	15.6%
LME & LAKE PLANTING	0.41	17,909	4.3%
40' WIDTH TRACT	0.41	17,916	4.3%
LOT OPEN SPACE	0.76	33.134	7.9%
OTHER LANDSCAPE AREA	0.96	41,852	10.0%
SUB-TOTAL	4.04	175,866	42.2%

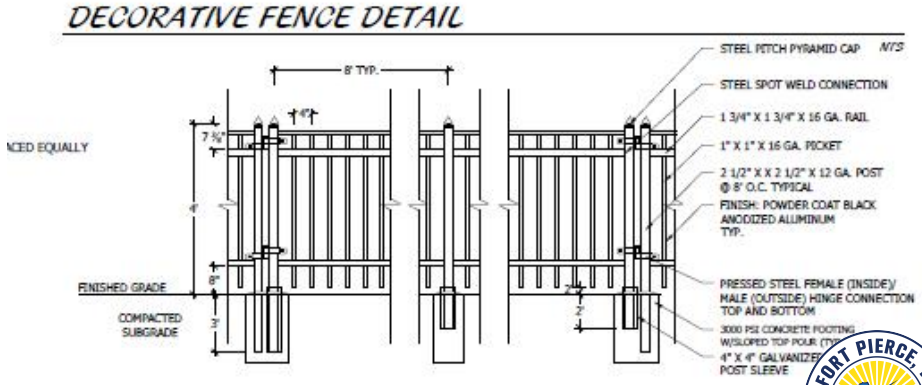
IMPERVIOUS	ACRES	SQUARE FEET	PERCENT
BUILDING COVERAGE	1.86	80,888	19.4%
VEHICULAR USE AREA	1.29	56,129	13.5%
PAVER DRIVEWAYS & WALKS	0.75	32,806	7.9%
OPTIONAL LANAI (MAX COVERAGE)	0.39	16,920	4.1%
SIDEWALKS, CONCRETE PADS	0.41	17,809	4.3%
WATER SURFACE	0.84	36,625	8.8%
SUB-TOTAL	5.54	241,177	57.8%

TOTAL	9.574	417,043	100.0%

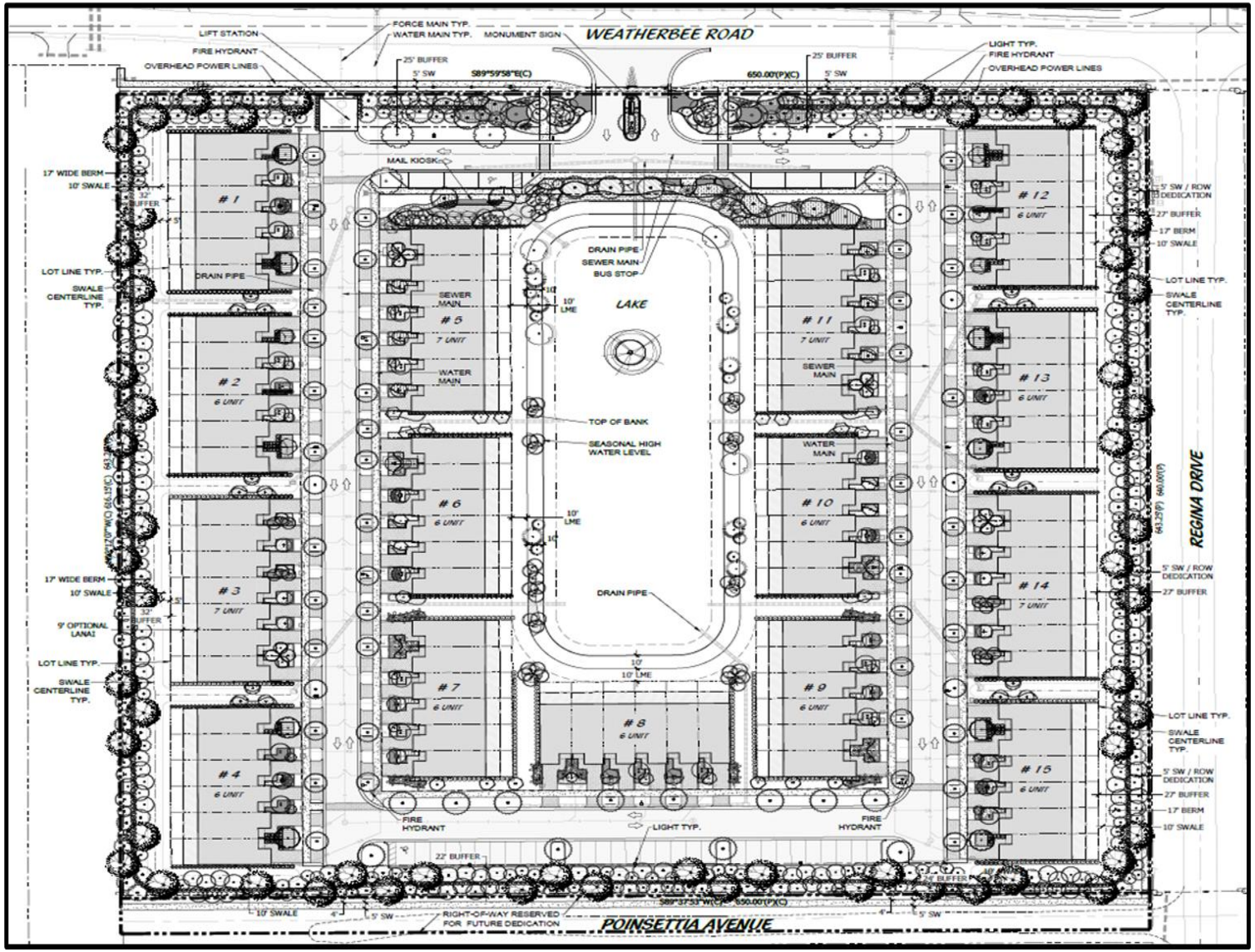
SITE AREA	9.574 Ac
PROPOSED UNITS	94 Units
DENSITY	9.82 Units/Acre







LANDSCAPE PLAN



4601 Regina Dr. – Treasure Townhomes – Site Plan

LANDSCAPE PLAN details

TREE PLANTING		
	REQUIRED	PROVIDED
INTERIOR	37	61
BUFFER	79	443

VUA REQUIREMENTS:

1 SF OF INTERIOR LANDSCAPE / 15 SF OF VUA

REQUIRED: 3700 SF (55499/15)
PROVIDED: >3700 SF

1 TREE / 100 SF OF REQUIRED LANDSCAPE AREA

REQUIRED: 37 TREES (3700/100)
PROVIDED: 61 TREES

- 30 LIVE OAKS UPSIZED TO 3" DBH (COUNTING TOWARDS TREE MITIGATION
- 8 JAPANESE BLUEBERRIES
- 15 SABAL PALM CLUSTERS (3 PER CLUSTER OR TOTAL 45)
- 4 GREEN BUTTONWOODS
- 4 LIGUSTRUMS

BUFFER REQUIREMENTS:

10' WIDE LANDSCAPE STRIP AROUND PERIMETER
1 TREE / 300 SF OF REQUIRED LANDSCAPE

REQUIRED: 23,760 / 300 = 79
PROVIDED: 80 TREES + 363 MITIGATION TREES

- 57 LIVE OAKS UPSIZED TO 5" DBH (COUNTING TOWARDS TREE MITIGATION)
- 12 ROYAL PALMS
- 3 VERAWOOD TREES
- 8 SILVER BUTTONWOODS

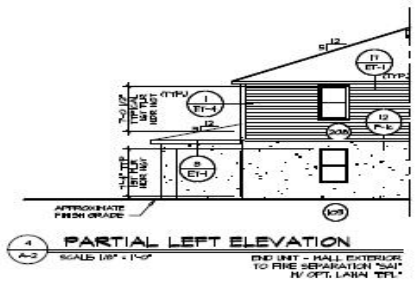
- 85 CABBAGE PALMS (FOR MITIGATION*)
- 88 SLASH PINES AT 4" DBH (FOR MITIGATION*)
- 190 SLASH PINES AT 1.5" DBH (FOR MITIGATION*)

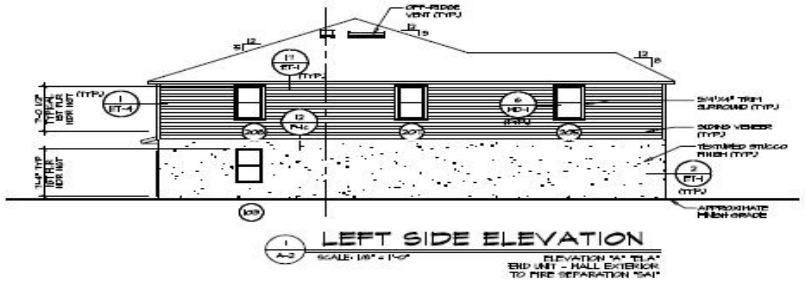
3' CONTINUOUS SCREEN
PROVIDED: 3' CONTINUOUS COCOPLUM HEDGE

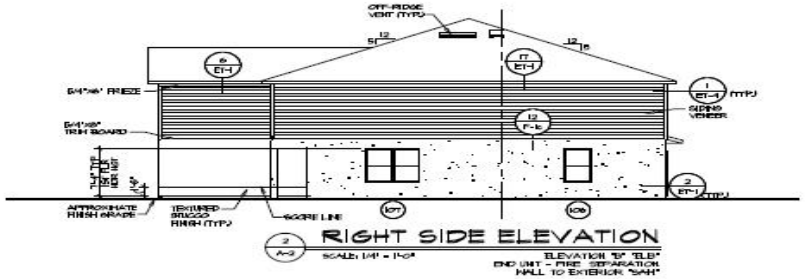
ELEVATION RENDERINGS cont'd



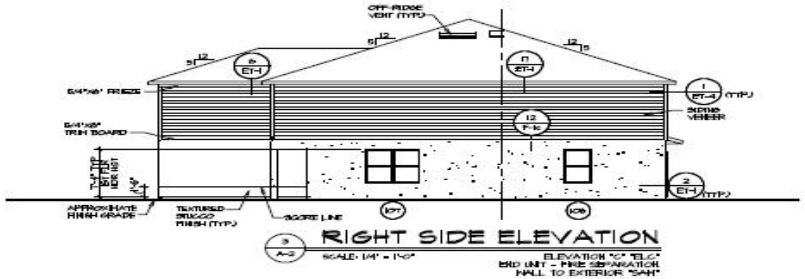
ELEVATION DETAILS cont'd











COLOR BOARD

Ryan (FL) Lake Core & Simply Ryan/Lifestyle Single Family Attached (SFA) Exterior Color Schemes

Scheme	Primary Siding (Sherwin Williams)	Accent Siding (Sherwin Williams)	Trim (Sherwin Williams)	Shutter Color	Front Door Paint Color	Environmental Stone (if applicable)	Boral Dutch Quality Stone (if applicable)	Shingles
Lake TH 01	Tradewind (SW6218)	Nebulous White (SW7063)	Extra White (SW7006)	Dovetail (SW7018)	Dovetail (SW7018)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2001								
Lake TH 02	Meditative (SW6227)	Meditative (SW6227)	Extra White (SW7006)	Extra White (SW7006)	Convival Yellow (SW6393)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2002								
Lake TH 03	Uncertain Gray (SW6234)	Misty (SW6232)	Extra White (SW7006)	Marea Baja (SW9185)	Marea Baja (SW9185)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2003								
Lake TH 04	Light French Gray (SW0055)	Light French Gray (SW0055)	Extra White (SW7006)	Westchester Gray (SW2849)	Meditative (SW6227)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2004								
Lake TH 05	Rare Gray (SW6199_)	Aloof Gray (SW6197)	Extra White (SW7006)	Mount Etna (SW7625)	Mount Etna (SW7625)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2005								
Lake TH 06	Oyster Bay (SW6206)	Oyster Bay (SW6206)	Extra White (SW7006)	Salty Dog (SW9177)	Salty Dog (SW9177)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2006								
Lake TH 07	Dorian Gray (SW7017)	Repose Gray (SW7015)	Extra White (SW7006)	Extra White (SW7006)	Tradewind (SW6218)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2007								

RECOMMENDATIONS

According to the City Code Sec. 125-194 and 125-313, staff has confirmed that the proposed application meets the requirements.

The Planning Board at its March 10th PB meeting, voted 6-0 in favor of approving the site plan. Therefore, staff is recommending that the City Commission **APPROVE** the site plan with the following six (6) conditions:

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
    i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All tees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
    ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
2. An updated Environmental Assessment shall be required prior to issuance of site building permit approval.

RECOMMENDATIONS cont'd

3. A 5-ft sidewalk shall be installed along Poinsettia Ave and approved prior to the issuance of Final Certificate of Occupancy.
4. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity.
5. Addresses will need to be submitted to the Planning Department for all units prior to building permit application.
6. Note that issuance of a development permit or development order by the City of Fort Pierce does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

ALTERNATIVE RECOMMENDATION

1. Recommend Approval with additional/modified conditions.

2. Recommend Disapproval.

CITY OF FORT PIERCE

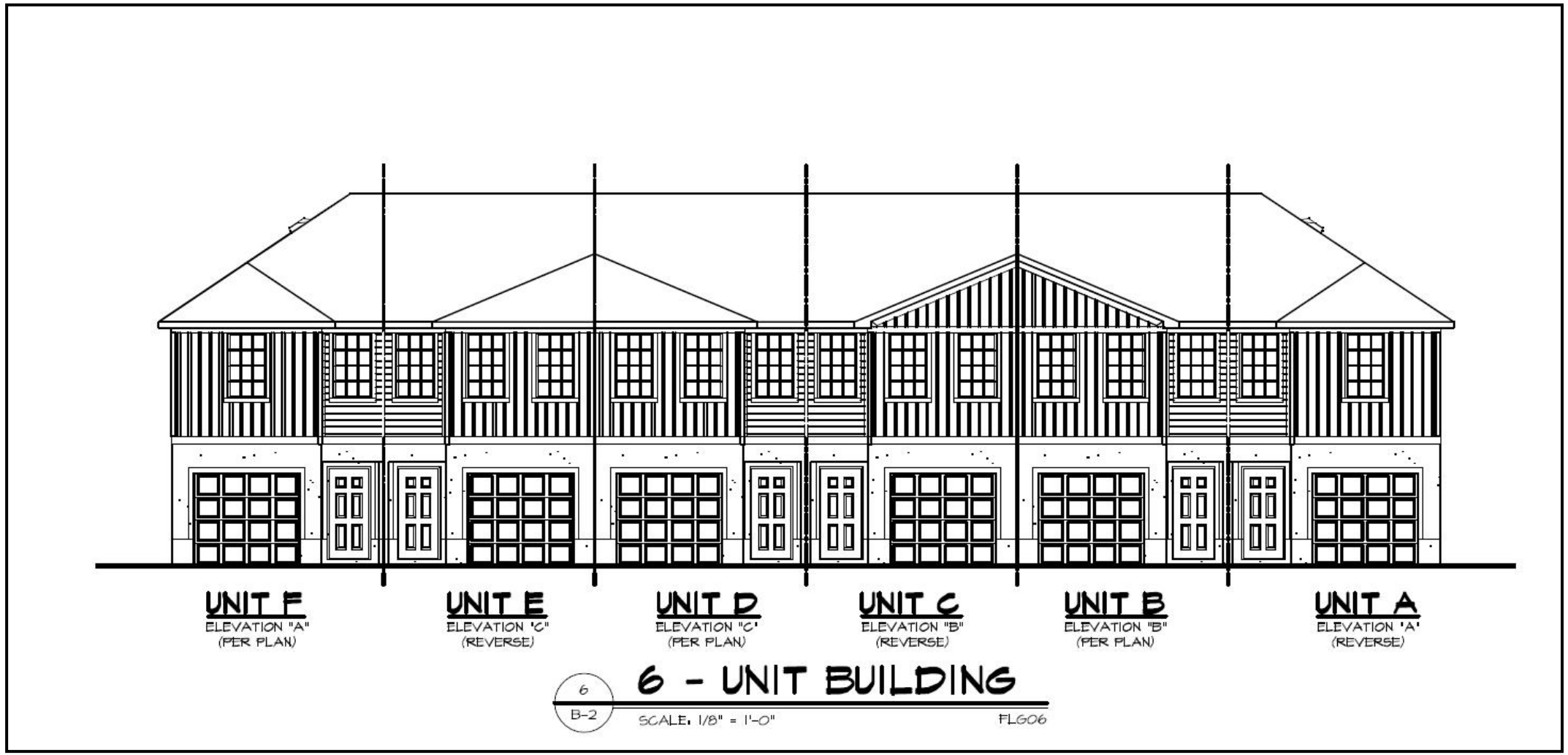
City Commission

April 7th, 2025

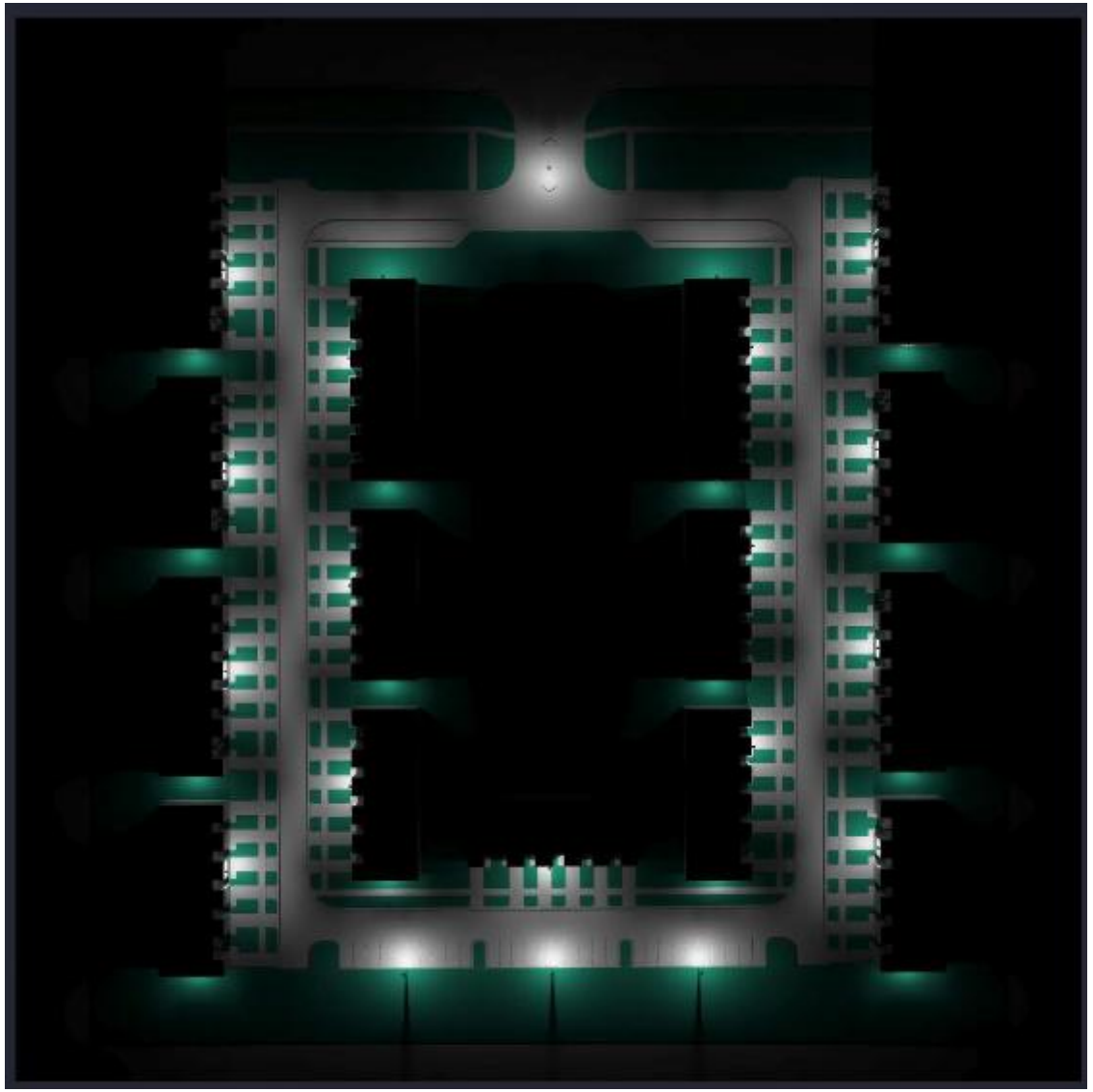
Treasure Townhomes- Site Plan

4601 Regina Dr.

ELEVATION DETAILS



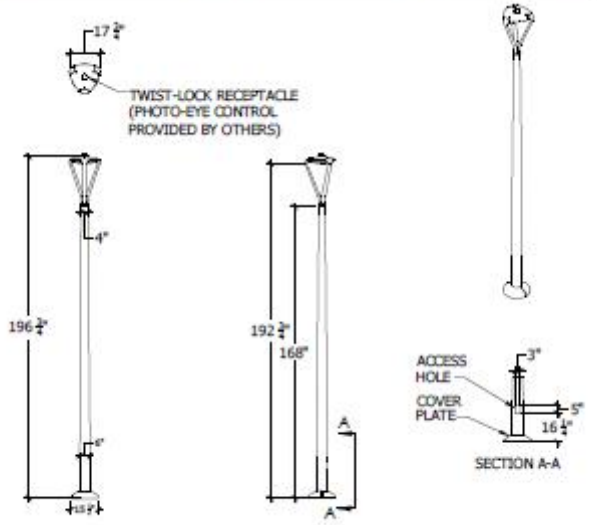
LIGHTING PLAN



LIGHTING DETAIL

FGP LIGHT
AREA LIGHT, 16 FT, TYPE 5, WITH COVER PLATE, TWIST LOCK

Date: 10/5/2018
Ph: 800.521.2546
www.landscapeforms.com



FIXTURE SCHEDULE

Luminaire Schedule

Qty	Symbol	Label	Arrangement	Lum. Watts	Total Watts	Lum. Lumens	LLF	Description
21		A1-P	Single	234.05	4915.05	31724	0.930	STRK2305K T4 U SF BZ
4		B-P	Single	236.44	945.76	32883	0.930	STRK2305K T3 U SF BZ
14		C	Single	27.1608	380.251	6879	0.930	NOVA2 WSCS BZ

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

TO:	DeVonshay Johnson, Co-Deputy City Manager
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Senior Planner
RE:	**Site Plan (Development Review)** **4601 Regina Dr.**
BOARD DATE:	April 7, 2025

STAFF REPORT

Owner:	Martin Ugarte Ivy Development Group, LLC; Treasure Towmhomes, LLC
Applicant:	Cotleur & Hearing 1934 Commerce Ln. Suite 1 Jupiter, FL 33458
Applicant's Request:	Approval of Site Plan Development Review
Location(s):	4601 Regina Dr.
Parcel ID:	3403-501-0025-000-5
Future Land Use:	Medium Density Residential (RM)
Current Zoning:	Medium Density Residential (R-4)

Surrounding FLU:

North	East	South	West
RL	RM	RM (county)	GC

Surrounding Zoning:

North	East	South	West
R-1	R-4	RS-3 (county)	C-3

Utilities: FPUA

Site Location:



9.5 +/- acres

Staff Analysis:

Request

In accordance with Article V Sections 125-194 and 125-313 of the City Code, the applicant is requesting the review and approval of a site plan to develop 94-units of townhomes, to be named Treasure Townhomes.

Future Land Use & Zoning

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).

The subject site has a zoning district classification of the Medium Density Residential (R-4) district which is designed to accommodate a variety of housing types, including conventional single-family dwellings, duplexes and, where desirable, townhome dwellings, mobile homes or multifamily housing with three or more dwelling units. Maximum gross densities should generally not exceed ten units per acre for conventional developments and 12 units per acre for innovative residential developments. This intensity of residential use is envisioned for locations which have public water and sewer service, and which have adequate access to arterial or collector streets. Certain non-residential uses are permitted under the parameters and safeguards set forth in this section.

Design Review

The applicant is proposing to develop 94-unit townhomes. The townhomes will be fee simple, and residents will have an option to choose from 7 design and color schemes to choose from. The variety color options will add depth to the community feel and look. The community will have four (4) 7-unit buildings and eleven (11) 6-unit buildings. There are no amenities provided for the community. The existing lake will be preserved and converted into a fountain lake at which residents and their visitors will be greeted by upon entrance into the ungated community.

Parking

The 9.574 acre property, per city code requires 188 parking spaces for the townhome community. The community will provide 94 garage spaces and 94 driveway spaces. There will be an additional 34 of-street standard parking spaces and 2 off-street ADA parking spaces; totaling 224 parking spaces. The applicant parking exceeds the minimum requirements.

Landscaping

The development requires 37 trees; 1 tree per 100 sq of required landscape area. The applicant will provide 61 trees, to include a variety of live oaks, Japanese blueberries, sabal palm cluster, green buttonwoods, and ligustrums. There will be a 10' wide landscape strip around perimeter with fencing.

Traffic Impact Statement

The traffic analysis submitted by O'Rourke Engineering & Planning assessed that neither right nor left turning lanes are required due to anticipated traffic volume and traffic speed. It is determined that the project meets the requirements for concurrency.

Lighting

The applicant provided a photometry listing where the proposed foot-candles will be placed throughout the community, providing ample lighting.

Technical Review Committee

All affected departments have reviewed the proposed site plan application with regard to the requirements of the City Code. Findings from the review by corresponding departments and the associated responses by the applicant are provided with the staff's supporting documents.

Planning Board Recommendation

The Planning Board, at their March 10, 2025, meeting, voted 6-0 to recommend approval of the request with six (6) conditions (revised):

1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
    a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in

accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:

i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All tees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

2. An updated Environmental Assessment shall be required prior to issuance of site building permit approval.
3. A 5-ft sidewalk shall be installed along Poinsettia Ave and approved prior to the issuance of Final Certificate of Occupancy.
4. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity.
5. Addresses will need to be submitted to the Planning Department for all units prior to building permit application.
6. Note that issuance of a development permit or development order by the City of Fort Pierce does not create any right on the part of an applicant to obtain a permit from a state or federal agency and does not create any liability on the part of the municipality for issuance of the permit if the applicant fails to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law.

***Staff Recommendation**:*
The proposed application meets the standards of the City's Code Section 125-194 and 125-313.

Therefore, Staff recommends that the City Commission **APPROVE** the subject site plan subject to the noted (revised) six Conditions.

THE SUNRISE CITY
FORT PIERCE
BUILDING DEPARTMENT Florida

BUILDING DEPARTMENT
TECHNICAL REVIEW COMMITTEE (TRC)
COMMENT FORM

Meeting Date: 8/15/24
Property Address: Site Plan - 4601 Regina Drive - Parcel ID: 3403-50-0025-000-5

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: 8/2/24

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

TO : Kerry Driver, Planner

FROM : Venetia Barnes, Stormwater Engineer

THRU : Tracy Telle, Engineering Manager

RE : Site Plan & Design Review – Treasure Townhomes, LLC – 4601 Regina Drive – PZSITE2024-00001

DATE : August 14, 2024

This is to advise you that we have completed the review of the following documents as received by this office on August 2, 2024:

- [x] Site Plan Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Building Construction Plans
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [ ] Recommend
- [x] Do Not Recommend

- [x] Site Plan Approval
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for comments

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

ENGINEERING COMMENTS:

1. The submitted Boundary Survey was not signed and sealed. A signed and sealed survey shall be submitted in accordance with the City of Fort Pierce Code of Ordinance Section 119(2)(a)(7).
2. The site plan shall be revised to have dumpster locations in accordance with the City of Fort Pierce Code of Ordinance Section 125-313(a)(3)(c)(12).
3. Provide sidewalks on both sides of the development's interior roadways.
4. Is the development to be platted or remain under one ownership? If platting is proposed please update the site plan to reflect the proposed lot/tract boundaries.
5. The site plan shall be updated with the note "All construction shall comply with the City of Fort Pierce Code of Ordinance Sections 107, 119 and 125."
6. The site plan shall be updated with the size of the lake on the plan.
7. The site proposes a total of 36 visitor parking stalls (35 regular and 1 handicapped). Please revise the plan to indicate two (2) of the stalls as being ADA accessible in accordance with the Americans with Disabilities Act.
8. Indicate the proposed driveway widths servicing the townhome units.
9. The site plan shall be updated with a stop sign that shall be placed at the outbound driveway entrance within the property boundary.
10. Drive aisles shall be updated to 26-feet when abutting parking stalls in accordance with the City of Fort Pierce Code of Ordinance Section 125-315(c)(5)(b)(1).
11. Parking stall shall include bumper rails in accordance with the City of Fort Pierce Code of Ordinance Section 125-315(c)(7).

ADVISORY COMMENTS:

At the time of DPCR application;

1. E. Weatherbee Road and Regina Drive are Saint Lucie County (SLC) roadways. A driveway connection permit shall be approved by SLC.
2. Saint Lucie County shall advise for turn lanes and any further roadway improvements along the E. Weatherbee Road right of way.
3. A permit shall be required to outfall to the North Saint Lucie River Water Control District (NSLRWCD) canal.
4. A South Florida Water Management District (SFWMD) permit shall be required.
5. An updated Environmental Assessment shall be required.
6. The project shall have a Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit in place prior to conducting any land clearing operations as the submitted Environmental Assessment indicates that gopher tortoises are present on the site.
7. The drainage plan was reviewed conceptually and will be reviewed in depth.

TST/VB/vb

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

Technical Review Committee meeting

August 15, 2024

Case #: No Case # provided

Planner: City of Ft. Pierce Planning Department.

Site Plan

4601 Regina Dr., Ft. Pierce (Treasure Townhomes)

Comments:

Regarding the construction of the proposed multi-family dwelling units, please keep in mind the impact it may have upon the police department with regards to calls for service. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development.

Thank you for your attention and consideration.

Current population of Ft Pierce (2021 Census)		47927
Current total of Officers Ft Pierce PD (FY24)		141
Current rate of Officers per 1000 population		2.9
Number of proposed housing units		114
Average number of people per household	x	2.5
total proposed population increase		285
	/1000	0.285
	x	2.9
Additional Officers Necessary		0.83

.

Officer Damian Spotts

Crime Prevention Practitioner

Fort Pierce Police Department.

FORT PIERCE UTILITIES AUTHORITY
"Community Proud"

Developer's Responsibilities for Utility Connection

The purpose of this document is to provide clear direction for connecting a project to the Fort Pierce Utilities Authority (FPUA) water and wastewater system.

Note that approval through the City of Fort Pierce or Saint Lucie County site plan approval process does not constitute approval of your detailed utility plans through FPUA. The steps required for FPUA approval are listed below. All Forms, Standards and Specifications, Standard Details, etc. can be downloaded from our website under the Doing Business with FPUA link then W/WW Engineering Downloads.

1. Visit www.FPUA.com and become familiar with our Standards and Specifications. Standard details are provided .pdf format for easy transfer onto your construction plans. These details are updated often and you are responsible for obtaining the most current specifications.

   (http://www.fpua.com/Business/StartStopNewServices/DevelopmentServicesWWWDownloads.aspx)

2. It is recommended at this time to contact schedule a pre-design conference with an FPUA Project Manager.

3. Submit payment for Engineering plan review and inspection services fee as per U.A. Resolution 2011-06. You may calculate this fee yourself or contact our office and we shall prepare and fax/e-mail an invoice to you. If you elect to calculate the fee yourself in an effort to expedite the submittal process, keep in mind that your calculations are subject to FPUA approval. This fee must be paid prior to the return of your first plan submittal, permits, etc. Review fees are based on:

   $500 Flat charge per development
   plus $20 per water equivalent residential connection (WERC) at 300 gallons per day
   plus $20 per sewer equivalent residential connection (SERC) at 240 gallons per day

   Note: For multi-family developments, (more than two units per building) each unit represents 70% of one WERC and 87.5% of one SERC.

4. Submit 2 initial sets of detailed utility drawings to 1701 S. 37th Street, Fort Pierce, FL 34947. Submit 3 sets of drawings.

   Note: Reference section 1.22 of the General Design & Construction Standards for Drawing/CAD requirements. Failure to adhere to requirements will result in utility plan denial. Allow 30-day response time. It may take several submittals to receive an approved design.

5. Submit any required permits (Draft) with your initial construction plans. Please use the Water and Wastewater FDEP Permit forms provided on the website as the pertinent information is always current.

6. Submit a Notice of Intent to Discharge Form with your initial construction plans. Should you need an Application for Wastewater Discharge Permit, you will be contacted by our Pretreatment Coordinator.

7. Upon plan approval, you will receive one set of the submitted plans stamped approved or approved as noted and any applicable permits executed.
8. Execute and submit a Water and Wastewater Supply Agreement at the time of final plan submittal. This is a three party document outlining the requirements of the project owner and project engineer.
9. If your property is outside the City Limits, the property owner will be required to sign an Annexation Agreement. Please utilize the following procedure to complete the agreement: provide your FPUA Project Manager with the following information for the property owner: Name, Contact Number, Site Address, Mailing Address, Parcel ID Number

   Our office will provide this information to our attorney, R.N. Koblegard, who will prepare an annexation agreement and their office will call the property owner to schedule an appointment to sign the agreement and will thereafter record the agreement. The service fees, which are subject to change and are payable to Mr. Koblegard at the time the agreement is signed, range from $50 - $400.

   Note that until the approval and acceptance of the Plans and Permits, the execution of the Annexation Agreement, Supply Agreement, and Payment of Capital Improvement Charges, Accrued Guaranteed Revenue Charges, and other associated fees, the project cannot move forward to the construction phase.

10. Submit five sets of shop drawings for all sanitary structures and manufacturer's cut sheets for all materials. These submittals will be reviewed and may be returned approved or revise and resubmit if major deficiencies are found.
11. Contact your FPUA Project Manager to schedule a pre-construction meeting.
12. When your project is getting about 90% complete, please contact your FPUA Project Manager to schedule a post-construction meeting. At that meeting, you will need to have your turnover package complete. All items in the turnover package must be complete prior to scheduling a walk-through. Listed below are the items in the turnover package:

    a. Bill of Sale/Cost and Quantities (utilize form on website)
    b. FDEP Water/Wastewater Certification
    c. DDC Data Sheet to include device number, manufacturer, installation date, test date and results, and device size
    d. Record Drawings – Need Two Sets of Paper Copy Drawings (As-Builts are not accepted)
    e. Gravity Sewer Inspection DVD
    f. Lift Station Start Up
    g. Lift Station O & M Manuals (FPUA Owned Only)
    h. Private Lift Station/Collection System Application (if applicable)

13. If your project requires an easement, the property owner will be required to sign an Easement Form. Please complete the attached form Request for Preparation of Easement and return to your FPUA Project Manager.

    Our office will provide this information to our attorney, who will prepare an easement and their office will call the property owner to schedule an appointment to sign it and will thereafter record the easement. The service fees, which are subject to change and are payable to Mr. Koblegard at the time the easement is signed, are $250 plus recording costs.

14. The following items need to be received prior to any meters being installed or chain being removed from DDC:

    a. All Fees Paid (meter, DDC, deposits, New Account Setup Fees, etc.)
    b. Final Inspection/Walk-Through
    c. Punch List Complete
    d. Contractor's Affidavit and Release of Lien (utilize form on website)
    e. Executed Easement
    f. Memorandum from Applicable Right-of-Way Agency (Agency Granting Permit) that Project is Acceptable to Them
    g. Record Drawings – After Review and Approval, Need Two Sets Paper Copy, One Set of Mylars and One CD in AutoCad Format.

DDC Installation Procedures

Below are the procedures for the installation of a DDC for unmetered fire

- Fire/Mechanical Plans (offsite to device only) approved by FPUA Project Manager (PM)
- Submittals approved by PM, with an approved set provided to Water Distribution (WD)
- PM will acquire DDC installer contact information at pre-construction meeting and provide to WD
- DDC contractor must be licensed with certification in backflow device installation and testing. Proof of certification must be provided to WD prior to pressure test
- Upon notification of the need for a DDC, Engineering Coordinator (EC) e-mails Key Accounts (KA) with device size and account information
- KA sets up account and creates service order which charges $40 Initiation of Service Charge and alerts WD, via service order, of the DDC being installed
- Contractor installs standpipes, concrete pad, and DDC under direct supervision of Water/Wastewater/Natural Gas Engineering Inspector to ensure compliance with clearances and adequate work space for future testing, maintenance, and repairs. Inspector locks device with chain after installation
- Prior to scheduling the backflow certification test through the inspector, all lines to and from the device must be chlorinated and pressure tested per their respective agencies
- WD Service Foreman must be notified (via Inspector) at least 24 hours prior to the test. Service Foreman must be present for the test and re-locks the OS&Y in the closed position after test. The test sheet must be given to WD either directly after the test or arrangements should be made to receive the test results. Engineering does not need a copy of the test results; WD will notify inspector of the test results
- If at any time after the DDC installation the lock or chain has been found cut, the Revenue Protection Officer will be notified immediately. **Tampering or removal of the lock and/or chain will result in a Tampering Fee of $200 and all associated fees according to the current FPUA Resolution. (WD will do a T-Tamper-Water service order; Revenue Protection Officer will go to site, take pictures, and bill tampering fee)**
- After final walk-thru, EC will send Meter Installation Authorization (MIA) Form to WD Administrative Coordinator authorizing removal of the chain and begin billing
- WD will remove the chain and add the DDC information to the account, including the device number and billing rate
- EC will send Cost and Quantities to Finance to record the asset

REQUEST FOR PREPARATION OF EASEMENT

1. CUSTOMER NAME AND ADDRESS

_____

_____

_____

_____

2. CUSTOMER CONTACT PERSON, ADDRESS AND PHONE NUMBER

_____

_____

_____

3. FPUA CONTACT PERSON AND CONTACT INFORMATION

_____

_____

4. SITE ADDRESS AND PARCEL ID

_____

_____

_____

_____

5. LEGAL DESCRIPTION AND EASEMENT DESCRIPTION

_____

_____

_____

_____

_____

_____

_____

_____

6. EASEMENT TO BE PREPARED AT THE COST OF

_____ PROPERTY/BUSINESS OWNER

_____ FPUA

7. PROJECT SCHEDULED COMMENCEMENT DATE _____

8. ATTACH SKETCH OF EASEMENT

SEQUENCE OF EVENTS IN PREPARATION OF EASEMENT

1. Complete Request for Preparation of Easement. When at all possible, all easements should be done on one form.

2. Forward completed Request form to FPUA Attorney.

3. FPUA Attorney will order title search.

4. Upon receipt of title search, FPUA Attorney will email identity of owner and any mortgagees to FPUA Contact Person.

5. FPUA Contact Person will contact Customer/Owner to determine willingness to sign an easement and inform the Owner of the need for the lender, if any, to join in easement.

6. If Customer/Owner is willing to sign an easement, FPUA Contact Person will so advise FPUA Attorney, and an easement will be prepared.

7. FPUA Attorney will call Customer/Owner to make arrangements to have the easement signed. In the alternative, if Contact Person wishes, the easement and other documents can be emailed to FPUA Contact Person to have signed. FPUA Contact Person will then return the signed easement/documents to FPUA Attorney.

8. FPUA Attorney will record the signed easement/documents and will return the recorded easement to Water/Wastewater Engineering to the Engineering Coordinator.

9. Engineering Coordinator assigns a Utilities Easement Number, scans and saves easement document, and records in the MS Access Easement Database.

10. Engineering Coordinator gives the easement to the technician assigned to put on GIS. Technician draws easement on GIS and gives to Project Manager for verification.

11. Upon verification, Project Manager gives Engineering Coordinator original recorded easement. Engineering Coordinator places in fireproof file cabinet.

Fort Pierce Utilities Authority
Water/Wastewater Engineering
1701 South 37th Street
Fort Pierce, FL 34947
772.466.1600 x3402

Technical Review Committee Meeting

TECHNICAL REVIEW PROJECT: #

Site Plan - 4601 Regina Drive - Parcel ID: 3403-50-0025-000-5

Comments

W/WW Engineering: Concept approved.

To connect water and wastewater services please submit Utility Plan (2 complete sets) along with a completed commercial service application, plan review application and lift station calculations to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page attached or on the FPUA website for important steps to guide through the entire process including utility details and permit applications (link below). For questions please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468

https://fpua.com/water-and-wastewater-engineering-downloads/



Developers_Respon sibilities (1).pdf

Electric Engineering: This submission is outside of the FPUA electric service area.

Gas: Approved. Natural gas is available.

FPUAnet Fiber: FPUAnet approves.

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: 4601 Regina Drive – Site Plan Townhomes

REVIEW DATE: 8/13/2024

PLANNER: KERY DRIVER

REVIEWED BY: Captain Andres Elizondo

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: ___X____

Site Plan Rejected: _____

The Following Conditions/Revisions Are Necessary:

1. **Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**
2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**
3. **Please provide an electronic revised copy of the site plan (pdf format).**
4. **Please provide written acknowledgement of the conditions/revisions provided.**
5. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**
6. **Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)

7. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.)**

8. **The Fire District reserves the right for future comments at the site plan & building construction phase.**

9. **Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)***

10. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)**

11. **Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)**

12. **Multiple Access Roads. More than one fire apparatus access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climate conditions, or other factors that could limit access. (NFPA 1 18.2.3.3)**

13. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**

14. **An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction.**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

The approved water supply shall be in accordance with NFPA 1:18.4. (NFPA 1.18.3.1)

15. **Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**

16. **The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**

17. **Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).**

ST. LUCIE COUNTY FLORIDA

PUBLIC WORKS DEPARTMENT
DEVELOPMENT REVIEW COMMITTEE

August 13, 2024

PROJECT: **4601 Regina Drive**

REF: Parcel ID: 3403-50-0025-000-5

TO: Kerry C. Driver

FROM: Grant Chambers

Corrections:

1. A 5 FT sidewalk is required along Poinsettia Avenue.
2. A traffic analysis review by the County's third party consultant is required at the cost of the applicant. Please written acknowledgement to this comment and authorization to proceed.
3. Please confirm that gated access is not being requested.

Conditions:

4. A Site Development Permit is required prior to performing site improvement activities.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Daniel T. Sorrow, AICP, PLA, LEED AP BD+C
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

Project#: PZSITE2024-00001 Treasure Townhomes – Major Site Plan
Parcel IDs: **3403-501-0025-000-5 (4601 Regina Dr.)**
Technical Review Committee Comments for August 15, 2024 TRC Meeting

City of Fort Pierce Planning Department

Resubmittal of Site Plan is required to reflect the following:

a) The acreage should reflect correct size of 9. Updated legal description/certified survey should reflect the acreage
b) The Capacity Analysis West has it listed as single-family when it should reflect Mobile Home Park
c) Architecture design should reflect more innovative and building and elevation renderings with innovative design features. Landscape renderings should be included. Please refer to Innovative Design code Sec. 125-243
d) Site Plan should reflect the following:
    a. dumpster location with coverage,
    b. amenities center,
    c. mail kiosk,
    d. water (lake) feature
    e. Stop signs, stop bars, and directional arrow striping will need to be placed in proper intersection locations throughout the property,
    f. Building height
e) Clarify if site plan buffer is a ditch or actual landscape buffer
f) Provide Design Review narrative
g) Sidewalk required along the property line of Regina Dr.
h) Environmental Survey is needed
i) Please adhere to Sec. 127-37 General Landscaping requirements:

1. Landscape strips. Between street rights-of-way and vehicular use, building and retention/detention areas, there shall be a landscaped strip of land, except where driveways are located, meeting these requirements:
   a. The strip shall be at least six feet wide for lots under 10,000 square feet in size and at least ten feet wide for lots 10,000 square feet or larger;
   b. The landscape strip shall include an average of at least one tree for each 300 square feet of required landscaped area. The remainder of the required landscaped area shall be completely covered with grass, ground cover or other landscaped treatment and shall additionally contain a screen of landscaping which shall be installed and maintained so as to form a 36-inch or higher continuous, unbroken, solid, visual screen within a maximum of one year after the landscaping takes place, except in clear vision areas required in section 125-308.

Fort Pierce Engineering Department

Do Not Recommend: Site Plan Approval

1. The submitted Boundary Survey was not signed and sealed. A signed and sealed survey shall be submitted in accordance with the City of Fort Pierce Code of Ordinance Section 119(2)(a)(7).
2. The site plan shall be revised to have dumpster locations in accordance with the City of Fort Pierce Code of Ordinance Section 125-313(a)(3)(c)(12).
3. Provide sidewalks on both sides of the development's interior roadways
4. Is the development to be platted or remain under one ownership? If platting is proposed, please update the site plan to reflect the proposed lot/tract boundaries.
5. The site plan shall be updated with the note "All construction shall comply with the City of Fort Pierce Code of Ordinance Sections 107, 119 and 125."
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7. The site proposes a total of 36 visitor parking stalls (35 regular and 1 handicapped). Please revise the plan to indicate two (2) of the stalls as being ADA accessible in accordance with the Americans with Disabilities Act.
8. Indicate the proposed driveway widths servicing the townhome units.
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10. Drive aisles shall be updated to 26-feet when abutting parking stalls in accordance with the City of Fort Pierce Code of Ordinance Section 125-315(c)(5)(b)(1).
11. Parking stall shall include bumper rails in accordance with the City of Fort Pierce Code of Ordinance Section 125-315(c)(7).

Advisory Comments:

At the time of DPCR application;

1. E. Weatherbee Road and Regina Drive are Saint Lucie County (SLC) roadways. A driveway connection permit shall be approved by SLC.
2. Saint Lucie County shall advise for turn lanes and any further roadway improvements along the E. Weatherbee Road right of way.
3. A permit shall be required to outfall to the North Saint Lucie River Water Control District (NSLRWCD) canal.
4. A South Florida Water Management District (SFWMD) permit shall be required.
5. An updated Environmental Assessment shall be required.
6. The project shall have a Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit in place prior to conducting any land clearing operations as the submitted Environmental Assessment indicates that gopher tortoises are present on the site.
7. The drainage plan was reviewed conceptually and will be reviewed in depth.

Fort Pierce Building Department

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:
    a. Accessible route
    b. Handicapped parking spaces
    c. Means of egress
7. Final plat and approved parcel ID's required to submit of DPCR and building permit review.
8. Shall meet the Fire Prevention Code:
    a. Sprinkler system is required
    b. Smoke alarm system is required.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

Fort Pierce Police Department

Regarding the construction of the proposed multi-family dwelling units, please keep in mind the impact it may have upon the police department with regards to calls for service. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development.

Current population of Ft Pierce (2021 Census)		47927
Current total of Officers Ft Pierce PD (FY24)		141
Current rate of Officers per 1000 population		2.9
Number of proposed housing units		114
Average number of people per household	x	2.5
total proposed population increase		285
	/1000	0.285
	x	2.9
Additional Officers Necessary		0.83

St. Lucie County Planning Department

The prior Site Plan's Traffic Impact Report was evaluated, but due to changes in adjacent traffic volumes and other project approvals (i.e. Preserve at the Savannahs, etc.), review for the current project is anticipated. The City should evaluate design transition from the project's edges to adjacent homes, and roadways – further considering secondary access on Regina.

St. Lucie County PW/Engineering

Corrections:

1. A 5-ft sidewalk is required along Poinsettia Avenue
2. A traffic analysis review by the County's third-party consultant is required at the cost of the applicant. Please provide written acknowledgment to this comment and authorization to proceed
3. Please confirm that gated access is not being requested

Conditions:

1. A Site Development Permit is required prior to performing site improvement activities

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

City Clerk Office

No comments at this time.

Code Enforcement

No comments at this time.

Fort Pierce Utilities Authority

- W/WW Engineering: Concept Approved
  - To connect water and wastewater services please submit Utility Plan (2 complete sets) along with a completed commercial service application, plan review application and lift station calculations to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page attached or on the FPUA website for important steps to guide through the entire process including utility details and permit applications (link below). For questions, please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468
- Electric Engineering: The submission is outside of the FPUA electric service area.
- Gas: Approved. Natural gas is available.
- FPUAnet Fiber: FPUAnet Approves.

St. Lucie County Fire District

Site Plan Requires Re-submittal: ___X__

The Following Conditions/Revisions Are Necessary:

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.
2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.
3. Please provide an electronic revised copy of the site plan (pdf format).
4. Please provide written acknowledgement of the conditions/revisions provided.
5. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.
6. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire

7. department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)
8. Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.)
9. The Fire District reserves the right for future comments at the site plan & building construction phase.
10. Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)*
11. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheelbase, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)
12. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)
13. Multiple Access Roads. More than one fire apparatus access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climate conditions, or other factors that could limit access. (NFPA 1 18.2.3.3)
14. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.
15. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. (NFPA 1.18.3.1)
16. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.
17. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.
18. Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of

hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).

Fort Pierce Solid Waste

Approved

Florida Department of Transportation

Comments maybe forthcoming.

St. Lucie County School Board

Comments maybe forthcoming.

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Planner

From : Venetia Barnes, Stormwater Engineer

Thru : Tracy Telle, Engineering Manager

Re : Site Plan & Design Review – Treasure Townhomes, LLC – 4601 Regina Drive – PZSITE2024-00001

Date : December 31, 2024

This is to advise you that we have completed the review of the following documents as received by this office on November 18, 2024:

- [x] Site Plan Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Building Construction Plans
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Site Plan Approval w. conditions
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for conditions of approval comments

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ENGINEERING CONDITIONS OF APPROVAL COMMENTS:

1. The dual directional arrow markings on the site entrance shall be removed and replaced with single directional arrow markings. Dual arrows signify two lanes, which does not meet the 24-feet requirement.
2. Site plan shall remove "50' ROW". Right-of-way requirements are 60-feet. The plat shall denote the roadway width's as 50-feet in the roadway tract.

ADVISORY COMMENTS:

At the time of DPCR application;

1. E. Weatherbee Road and Regina Drive are Saint Lucie County (SLC) roadways. A driveway connection permit shall be approved by SLC.
2. Saint Lucie County shall advise for turn lanes and any further roadway improvements along the E. Weatherbee Road right of way.
3. A permit shall be required to outfall to the North Saint Lucie River Water Control District (NSLRWCD) canal.
4. A South Florida Water Management District (SFWMD) permit shall be required.
5. An updated Environmental Assessment shall be required.
6. The project shall have a Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit in place prior to conducting any land clearing operations as the submitted Environmental Assessment indicates that gopher tortoises are present on the site.
7. The drainage plan was reviewed conceptually and will be reviewed in depth.
8. Tree mitigation plan and associated costs shall be reviewed in depth.

TST/VB/vb

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ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: 4601 Regina Drive – Site Plan Townhomes

REVIEW DATE: 8/13/2024

PLANNER: KERY DRIVER

REVIEWED BY: Captain Andres Elizondo

Site Plan Approved with conditions: _____

Site Plan Requires Re-submittal: ___X____

Site Plan Rejected: _____

The Following Conditions/Revisions Are Necessary:

1. ~~**Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**~~ **Received 10/28/2024**

2. **Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**

3. ~~**Please provide an electronic revised copy of the site plan (pdf format).**~~ **Received 12/9/2024**

4. ~~**Please provide written acknowledgement of the conditions/revisions provided.**~~ **Received 10/28/2024**

5. ~~**A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.**~~ **Received 10/28/2024**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

6. ~~**Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)**~~ **Received 10/28/2024**

7. ~~**Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.)**~~ **Received 10/28/2024**

8. ~~**The Fire District reserves the right for future comments at the site plan & building construction phase.**~~ **Received 10/28/2024**

9. ~~**Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)***~~ **Received 10/28/2024**

10. ~~**Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)**~~ **Received 10/28/2024**

11. ~~**Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)**~~ **Received 10/28/2024**

12. ~~**Multiple Access Roads. More than one fire apparatus access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climate conditions, or other factors that could limit access. (NFPA 1 18.2.3.3)**~~ **Received 10/28/2024**

13. ~~**Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.**~~ **Received 10/28/2024**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

14. ~~**An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. (NFPA 1.18.3.1)**~~ **Received 10/28/2024**

15. ~~**Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**~~ **Received 10/28/2024**

16. ~~**The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**~~ **Received 10/28/2024**

17. ~~**Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).**~~ **Received 10/28/2024**

GC

Grant M. Chambers<Grant.M.Chambers@stlucieco.gov>

Reply | Reply all | Forward

To: Kerry Driver

Mon 12/16/2024 2:14 PM

Cc: Kori Benton <Kori.Benton@stlucieco.gov>

City of Fort Pierce

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Good afternoon,

Thank you for forwarding the files. The only comment that has not been addressed is the sidewalk along the Poinsettia. The Site Development Permit shall be a condition.

Please note the County's email addresses have changed. My new email address is Grant.M.Chambers@stlucieco.gov

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW
Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982

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ST. LUCIE COUNTY FLORIDA

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

Daniel T. Sorrow, AICP, PLA, LEED AP BD+C
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

Project#: PZSITE2024-00001 Treasure Townhomes – Major Site Plan
Parcel IDs: **3403-501-0025-000-5 (4601 Regina Dr.)**
Technical Review Committee Comments for August 15, 2024 TRC Meeting
Resubmittal Date: November 18, 2024
Comments Resubmittal Date: January 2, 2025

City of Fort Pierce Planning Department

Approval of Site Plan is with one (1) condition:

1. Prior to issuance of CO, the Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
    a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently dies shall be replaced by the same or greater number of living trees according to the standards established in this article.
    b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance

    In case of violation:
    Maintenance shall include the replacement of all unhealthy/dead material within 30 days after a notification of violation in conformance with the approved site plan and landscape plan. Violations of this article, or failure to maintain all required landscaping as reflected in the approved landscaping plan, shall be grounds for referral to special magistrate for appropriate action.

St. Lucie County Fire District

Site Plan Requires Re-submittal: ___X__
The Following Conditions/Revisions Are Necessary:

1. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.

Fort Pierce Engineering Department

Recommend: Site Plan Approval w. conditions

1. The dual directional arrow markings on the site entrance shall be removed and replaced with single directional arrow markings. Dural arrows signify two lanes, which does not meet the 24-feet requirement.
2. Site Plan shall remove "50' ROW". Right-of-way requirements are 60-feet. The plat shall denote the roadway width's as 50-feet in the roadway tract.

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7. The drainage plan was reviewed conceptually and will be reviewed in depth.
8. Tree mitigation plan and associated costs shall be reviewed in depth.

St. Lucie County PW/Engineering

Corrections:

1. A 5-ft sidewalk is required along Poinsettia Avenue

Conditions:

1. A Site Development Permit is required prior to performing site improvement activities

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

TO:	Technical Review Committee
THROUGH:	Kevin Freeman, Planning Director
FROM:	Kerry C. Driver, Planner
RE:	**Major Site Plan – PZSITE2024-00001** **3403-501-0025-000-5 (4601 Regina Dr.)**
BOARD DATE:	August 15, 2024
Resubmit Date:	February 14, 2025

Resubmittal of Site Plan at Parcel ID: 3403-5001-0025-000-5

The above referenced project is being resubmitted for a second review and comments. The applicant is requesting a Development Review for a Site Plan at Parcel ID: 3403-501-0025-000-5, 4601 Regina Dr.

Please send all comments to kdriver@cityoffortpierce.com, planning@cityoffortpierce.com and/or through interoffice mail to the Planning Department

Thank you,

Kerry

THE SUNRISE CITY
FORT PIERCE
Florida
ENGINEERING
DEPARTMENT

To : Kerry Driver, Planner

From : Venetia Barnes, Stormwater Engineer

Thru : Tracy Telle, Engineering Manager

Re : Site Plan & Design Review – Treasure Townhomes, LLC – 4601 Regina Drive – PZSITE2024-00001

Date : February 19, 2025

This is to advise you that we have completed the review of the following documents as received by this office on February 14, 2025:

- [x] Site Plan Application
- [ ] Test Reports & Related Documents
- [ ] Record Drawings
- [ ] Clearances from all applicable Local, State and Federal Agencies
- [ ] Building Construction Plans
- [ ] Certificate of Completion
- [ ] Permits from applicable Local, State & Federal Agencies

Based on our reviews and appropriate site final inspection, we

- [x] Recommend
- [ ] Do Not Recommend

- [x] Site Plan Approval
- [ ] Building Permit
- [ ] C/O

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

- [x] See attached for advisory comments

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ADVISORY COMMENTS:

At the time of DPCR application;

1. E. Weatherbee Road and Regina Drive are Saint Lucie County (SLC) roadways. A driveway connection permit shall be approved by SLC.
2. Saint Lucie County shall advise for turn lanes and any further roadway improvements along the E. Weatherbee Road right of way.
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7. The drainage plan was reviewed conceptually and will be reviewed in depth.
8. Tree mitigation plan and associated costs shall be reviewed in depth.

TST/VB/vb

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PZSITE2024-00001

Applicant File.pdf | Resubmi...Memo.docx

GC

Grant M. Chambers<Grant.M.Chambers@stlucieco.gov>

Reply | Reply all | Forward

To: Kerry Driver

Tue 2/18/2025 10:10 AM

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good morning,

The revised plan addresses the County's comment. The Site Development Permit shall remain as a condition and will be require prior to commencement of construction.

Thank you,

Grant Chambers, P.E. | Senior Project Engineer | Engineering Division - PW

Ph: 772-462-1707 | Direct: 772-462-2741 | 2300 Virginia Ave. Fort Pierce 34982

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ST. LUCIE COUNTY FLORIDA

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D R A F T

CITY OF FORT PIERCE

PLANNING BOARD

Planning Board Minutes

OF THE REGULAR MEETING OF THE FORT PIERCE CITY PLANNING BOARD HELD ON MONDAY, MARCH 10, 2025, IN FORT PIERCE CITY HALL, COMMISSION CHAMBERS, 100 NORTH US HIGHWAY 1, FORT PIERCE, FLORIDA.

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Present: Justine Carter; Clayton Johnson; Alexander Edwards; Christopher Widing; Nichelle Clemons; Anton Kreisl, Chairman

Staff Present: Kev Freeman, Planning Director
Kerry Driver, Senior Planner
Alicia Rosenthal, Planning and Development Organizer

4. CONSIDERATION OF ABSENCES

All members were in attendance.

5. APPROVAL OF MINUTES

a. Minutes from the February 10, 2025 meeting

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to approve the minutes from the February 10, 2025 meeting.

AYE: Alexander Edwards, Christopher Widing, Nichelle Clemons, Justine Carter, Clayton Johnson, Chairman Anton Kreisl

Passed

6. NEW BUSINESS

a. **Final Planned Development - Gordy Creek**
Parcel ID(s): 2326-130-0000-000-7, 2326-130-0000-010-0

Mr. Freeman gave an overview of the application and answered questions from the Board. He stated the Gordy Greek Final Planned Development (PD), is a PD rezoning application and a Final PD site plan for a proposed residential development of a total of 317 residential units (179 single-family homes and 138 townhome units). The property is located on Gordy Road, south of Okeechobee Road. The site is approximately 76.97 acres and is currently zoned agricultural and the Future Land Use is Mixed Use. The application sets out to provide integration of the proposed development with the natural environment. 10-mile creek is on the west side of the site, within a large, preserved wetland. A 1.36-acre lake situated in the northwest area of this site is surrounded by a trail open to both the public and residents of the development and provides a unique opportunity for outdoor enjoyment and environmental education. Mr. Freeman reviewed the site plan, phasing and architectural drawings with the Board.

Staff recommend the Planning Board move the proposed rezoning of the Gordy Creek Final PD and the site plan to the City Commission with a recommendation of approval subject to the Gordy Creek Residential Planned Development Agreement, including the special conditions of development and the timetable of development.

George Missimer, from Cotleur and Hearing, stated the property was annexed into the City of Fort Pierce in 2006 with agricultural zoning and the proposed zoning is PD with up to 6 dwelling units per acre. He said the site has a 17-acre wetland preserve. Mr. Missimer said a fence around the perimeter, an extensive landscape buffer and a perimeter sidewalk on the frontage of the property are proposed. He highlighted the boardwalk around the 1.63-acre lake is open to the public and will have a small parking area. Mr. Missimer said there will be 170 units built in Phase 1 and 140 units in Phase 2.

Board discussion ensued regarding the location of the school bus stop, the bus stop location being covered, and how the school bus would turn around.

Lara Swanson, applicant representative from Swanson Land Company, explained that Gordy Road terminates to the south and the school bus stop is on the outside of the development. She said they will need to coordinate the bus stop details with the St. Lucie County School Board. Ms. Swanson noted the St. Lucie County cross-section will be improved as well as the access concerns on Okeechobee Road. She said they have addressed the DOT concerns, and they have Access Management Control conditional approval.

Wesley Mills, Civil Engineer, from Mills Short Associates, stated they have designed an entrance with a larger vehicle turn around before the gate with provisions for the school bus turn around.

Motion was made by Nichelle Clemons, and seconded by Alexander Edwards to forward a recommendation of approval to the City Commission subject to the Gordy Creek Residential Planned Development Agreement, including the 12 special conditions of development, shown below and the timetable of development.
1. The phasing of the project shall adhere to City Code Sections 125- 212(b)(6) and 125-212(c)(1)(c): Phasing. Each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases.
2. The minimum Open Space shall be 50.62% of the Final PD site area.

3. The maximum density shall be 6 dwelling units per acre of the Final PD site area.
4. Prior to Building Permit, a Gopher Tortoise Survey shall be carried out on site.
5. Prior to Building Permit, and if required by the USFWS (US Fish and Wildlife Service), a Wood Stork foraging Habitat Assessment shall be carried out on site.
6. A detailed stormwater and drainage plan and statement shall be submitted at the time of Building Permit. The reports will be reviewed for compliance with City Code Chapter 119. Stormwater Management and Site Development Technical Regulations.
7. 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.
8. The Final PD site plan shall include all agreements, provisions and covenants which govern the use, maintenance, and continued protection of the planned development and any of its common open space or other shared areas. This material shall include material which binds successors in title to any commitments concerning completion of the project and its maintenance and operation.
9. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.
10. At the time of Development Permit Review Compliance (DPCR) a full review of the appropriate tree survey and tree mitigation calculations will be performed.
11. Gordy Road is a St. Lucie County owned and maintained facility, the applicant/developer shall coordinate with St. Lucie County pertaining to required roadway improvements.
12. Readdress and look at the school bus turn around.

AYE: Christopher Widing, Nichelle Clemons, Justine Carter, Clayton Johnson, Alexander Edwards, Chairman Anton Kreisl

Passed

b. **Final Planned Development and (Phase 1) Site Plan - Millcreek**
2407-124-0001-000-3

Mr. Freeman gave an overview of the application and answered questions from the Board. Mr. Freeman stated the Millcreek Final Planned Development is an application amending the Millcreek Planned Development (PD) zoning in respect of one parcel of approximately 62.51 acres of land, generally located north of Orange Avenue and west of 41st Street, to include the Millcreek PD Phase 1 Final Site Plan. The site is approximately 62.51 acres and was annexed into the City of Fort Pierce through an FPUA utility agreement along with properties to the north and west, which retained a light industrial St. Lucie County zoning. Mr. Freeman said the development includes a total of 439 dwelling units, distributed in 309 townhomes and 130 detached single-family homes. The main access to the property is located on Orange Avenue to the south. The primary connection to the major road network is from Orange Avenue between Jenkins Road and Hartman Road at the existing intersection of Orange Avenue and Bent Creek Drive. The project proposes a clubhouse with amenities (to be constructed in phase 2), a dog park and a pocket park. Mr. Freeman said the annexed properties to the north and west would need a Future Land Use change when redeveloped and the property could be rezoned as well. Mr. Freeman reviewed the roadway improvements, phasing plan and architectural drawings. Mr. Freeman said staff recommended approval subject to the Millcreek Residential Planned Development and Traffic Contribution Agreement, including the special conditions of development and the timetable of development.

Tod Mowery, applicant representative, Redtail Design Group, stated it has been two (2) years since the preliminary Master PD. He stated the site used to be citrus groves before being annexed into the city. Mr. Mowery said the main access to the property will be on Orange Avenue, and they are working with the DOT for a traffic deceleration lane. He stated

the community is gated and there will be emergency access on 43rd Street. Mr. Mowery noted the adjoining 5-acre St. Lucie County parcel which they tried to purchase would be given access to the roadway since the access to their property would be taken away. Mr. Mowery said there will be 150 single-family homes and 309 townhomes with a clubhouse, playground, event lawn, dog park, pool and three (3) pocket parks. He said there will be an extensive landscape buffer along with a fence around the property. Mr. Mowery was excited to announce the national home builder, Dreamfinders, for the Millcreek PD.

Dr. Juan Ortega, Engineer from JFO Group, said an analysis was done to get FDOT conceptual approval for using the Orange Avenue intersection as the main access. He said more detailed traffic analysis will be needed by FDOT at a later date.

Mr. Mowery answered questions from the Board about the left turn lane, elevation changes, school bus stop location, emergency access road completion, and if Orange Avenue access is sufficient for the development.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval of the Millcreek PD Final Site Plan to the City Commission subject to the Millcreek Residential planned development and traffic contribution agreement, including the special conditions of development and the timetable of development.

The special conditions include (not limited to):
1. The phasing of the project shall adhere to City Code Sections 125- 212(b)(6) and 125-212(c)(1)(c): Phasing. Each phase of development must be so planned and so related to previous development, surrounding properties, and the available public facilities and services, that failure to proceed with subsequent phases will not adversely impact drainage, utilities, parking or the traffic flow of the completed phases.
2. The Final PD plan shall conform to the requirements of the City Code of Ordinances and be subject to the general standards for approval of Planned Development Zoning at section 125-212 – Planned Development Zone (PD).
3. A Unity of Title with the St. Lucie County Clerk of Courts and a Parcel Combination with the St. Lucie County Property Appraiser shall be completed prior to the issuance of any Building Permit.
4. Reach out to the St. Lucie County School District for final determination of school bus stop location.
5. Emergency access details are to be spelled out in the development agreement.

AYE: Nichelle Clemons, Justine Carter, Clayton Johnson, Alexander Edwards, Christopher Widing, Chairman Anton Kreisl

Passed

c. **Site Plan - Treasure Townhomes - 4601 Regina Drive**

Ms. Driver gave an overview of the application. She said the applicant is requesting site plan review and approval for the development of ninety-four (94) fee simple townhome units which will be divided into 15 six-and-seven-unit buildings on an approximately 9-acre parcel. The future land use of the parcel is Medium Density Residential, RM, and the zoning is Medium Density Residential, R-4. Ms. Driver showed the site plan, landscape plan, lighting plan, elevations, rendering and color board. She said staff recommend approval with six conditions.

Ms. Driver answered questions from the Board about sidewalk improvements and originally being submitted as an innovative residential development.

George Missimer, applicant representative, Coutleur and Hearing, showed a presentation and explained the site allowed 12 dwelling units per acre, but they went with 10 dwelling units per acre to allow for additional parking. He showed the surrounding uses and site plan and said the access would be on Weatherbee Road. Mr. Missimer said there would be four (4) seven (7) unit buildings and 11 six (6) unit buildings with a one-car garage. He said all the units are three (3) bedrooms and 1,800 square feet with lots of color options. Mr. Missimer stated there would be a sidewalk on the north, east and south sides with substantial landscape buffers and an internal 50-foot-wide roadway within the development. He said they are using larger palm tree species because they don't cause long-term issues with tree roots, causing a tripping hazard on sidewalks. Mr. Missimer highlighted that there is substantially more parking than what is required. He said the community is not gated, and a school bus can circulate completely around the community without any barriers.

Mr. Missimer answered questions from the Board about the location of the overflow parking, number of cars that can fit in a driveway, on-street parking, dumpster location, and why a dog park and playgrounds were not included in the site plan.

Motion was made by Christopher Widing, and seconded by Nichelle Clemons to forward a recommendation of approval to the City Commison for the site plan with the following six (6) conditions:
1. Prior to issuance of final certificate of occupancy, a Landscape Maintenance Agreement shall be approved and shall acknowledge the following:
a. All approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
i. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently die shall be replaced by the same or greater number of living trees according to the standards established in this article.
ii. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.
2. An updated Environmental Assessment shall be required
3. The project shall have a Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit in place prior to conducting any land clearing operations as the submitted Environmental Assessment indicates that gopher tortoises are present on the site
4. A 5-ft sidewalk is required along Poinsetta Ave.
5. Prior to the issuance of any site clearing permits, the applicant shall provide a Tree Mitigation Survey and coordinate with the City of Fort Pierce Arborist for the required mitigation of the City's regulated trees proposed to be removed as a result of its site development/construction activity.
6. Addresses will need to be submitted to the Planning Department for all units prior to the building permit application.

AYE: Justine Carter, Clayton Johnson, Alexander Edwards, Christopher Widing, Nichelle Clemons, Chairman Anton Kreisl

Passed

d. **Final Plat – Savannah Preserve (Phase 1)**
Parcel ID(s): 2427-433-0002-000-1, 2426-333-0015-000-5, 2427-433-0001-000-4, 2434-121-0001-000-8

Mr. Freeman gave an overview of the application and answered questions from the Board. He stated the Final Plat is for Phase 1 of the Savannah Preserve PD. He said Phase 1 includes 203 townhome lots; 98 2-family lots; community recreation tract, and areas reserved for future development - phase 2 plat area. Mr. Freeman said the final plat will allow the developer to get precise lot layouts to make obtaining building permits easier. He said the Final Plat was reviewed by the Engineering department and the Engineering consultant. Mr. Freeman stated staff recommended approval with two conditions.

Dennis Murphy, applicant from Culpepper and Terpening, said the first phase is 2/3 townhomes and 1/2 villa units. He said the cul-de-sac was changed in the preliminary site plan to a 'T' configuration to make it fit better. He said Savannah Preserve is a non-gated community with a Community Development District (CDD) and the streets will be maintained by the CDD. He noted the two school bus pickups are by the mail kiosk and the clubhouse.

The chair noted the significant portion of wetland area that is being preserved in the site plan design.

Motion was made by Nichelle Clemons, and seconded by Justine Carter to forward a recommendation of approval to the City Commission with two (2) conditions:

1. The applicant will supply two (2) Mylars for appropriate signatures prior to the plat being recorded with the St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.
2. Prior to endorsement of the Mylars by the City's reviewing Surveyor, a bond in the amount of the agreed opinion of probable cost be submitted to the City Engineer for final approval.

AYE: Clayton Johnson, Alexander Edwards, Christopher Widing, Nichelle Clemons, Justine Carter, Chairman Anton Kreisl

Passed

e. **Final Plat - Mohawk**
Parcel ID(s): 1428-702-0425-000-7, 1428-702-0382-000-3, 1428-702-0050-000-7

Mr. Freeman gave an overview of the application and answered questions from the Board. This application requests approval for a Final Plat in respect of the Mohawk Subdivision. The applicant is proposing a Final Plat on approximately 4.109 acres of land lying immediately at the northwest corner of Mohawk Avenue and Bryant Road, within the City of Fort Pierce. The properties consist of three (3) parcels and will be subdivided into 14 residential lots. Mr. Freeman said the R-1 zoned parcels are surrounded mostly by St. Lucie County single-family residences. He concluded that staff recommends approval with two conditions.

Jerardo Ayala, Builder, Mohawk/The Outdoors Quality, said they are turning three (3) lots into 14 homes, and they recently built one on the south side in just over six months. He said they will have to provide drainage plans for each individual home at the time of building permit.

Motion was made by Christopher Widing, and seconded by Nichelle Clemons to forward a recommendation of approval of the Mohawk Final Plat to the City Commission with the following conditions:

1. The applicant will supply two (2) Mylars for appropriate signatures prior to the plat being recorded with the St. Lucie County Clerk of Courts in accordance with Florida State Statute 177.111.
2. Prior to endorsement of the Mylars by the City's reviewing Surveyor, a fully executed St. Lucie County Road Improvement Agreement shall be provided.

AYE: Alexander Edwards, Christopher Widing, Nichelle Clemons, Justine Carter, Clayton Johnson, Chairman Anton Kreisl

Passed

7. COMMENTS FROM THE PUBLIC

There were no comments from the public.

8. DIRECTOR'S REPORT

a. Directors Update: Strategic Plan

Mr. Freeman gave an update on the strategic plan and stated the goals for 2030 all affect Planning: Beautify the Community, Develop the Community, Engage the Community, Serve the Community and Enjoy the Community. He said with the goals there are objectives and challenges. Mr. Freeman asked the Board to review the strategic plan summary and bring back any specific plan or ideas to the Planning Board meeting for discussion. He mentioned several planning actions for 2025, including Affordable Housing, Port Overlay District, Comprehensive Plan Update, Kings Landing Site Plan Amendment, Downtown Development Master Plan, Economic Policies in the Comprehensive Plan, Annexations, Agricultural Zoning in the Comprehensive Plan, Code Changes to Advertising and Mailing Notices, Development Economic Impact, Promoting Natural Environment, Interlinking the City, and Looking at Crime through Community Design. Mr. Freeman mentioned some of the top priorities being code regulations, jobs corridor development, annexations, city-owned properties, beautification, street conditions, community brand and a residential design catalog.

Mr. Freeman explained that the Law Enforcement Impact Fee was presented to the City Commission at the March 10, 2025, meeting. Mr. Freeman noted the state is looking at a couple of bills regarding more leadway on affordable housing and amending the existing property tax exemptions for affordable housing.

9. BOARD COMMENTS

Mr. Widing noted that over 1,000 residents will be added to the city based on the five (5) agenda items discussed at the Planning Board meeting,

Ms. Carter asked Mr. Freeman if the legislative bills are likely to pass.

10. ADJOURNMENT

THE SUNRISE CITY
FORT PIERCE
CITY CLERK'S OFFICE
Florida

March 18, 2025

Treasure Townhomes LLC
mugarte@ivydevelopmentgroup.com

Cotleur & Hearing
Dan Sorrow
dsorrow@cotleur-hearing.com

Dear Applicant and Owner:

There will be a Quasi-Judicial Hearing before the City Commission of the City of Fort Pierce, Florida on Monday, April 7, 2025 at their meeting which begins at 5:05 p.m., in the City Hall Commission Chambers, 100 North U.S. #1, Fort Pierce, Florida, on an application for Site Plan (Development Review) submitted by applicant Cotleur & Hearing on behalf of Treasure Townhomes, LLC to develop 94-units of fee simple townhomes, located at 4601 Regina Dr., more specifically located at Parcel Control Number: 3403-501-0025-000-5.

It is important that you review the Quasi-Judicial procedures that can be found on the City's website using this link: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures.

Other than the project application on file with the Planning Department, any additional documentation that is to be used during the hearing, including power point presentations, must be submitted no later than 3:00 p.m. on April 1, 2025 in order to be included in the published agenda. Please submit documents to lcox@cityoffortpierce.com.

If you have any questions, please contact the Planning Department.

Very truly yours,

Linda W. Cox

Linda W. Cox
City Clerk

cc: Kev Freeman, Planning Director

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

February 13, 2025

Kerry Driver
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

Project Name: Treasure Townhomes 407 Weatherbee
Application Type: Site plan Application
Project Number: PZSITE2024-00001

Dear Kerry,

Please see below the responses to Staff's initial review for Gordy Creek, provided on August 14, 2024.

Fort Pierce Planning Department

1. Prior to issuance of CO, the Landscape Maintenance Agreement shall note that all approved landscaping shall be installed, irrigated, and maintained in perpetuity in accordance with section 123-7 of the City Code of Ordinances, in order that it continues to present a healthy, neat, and orderly appearance free of refuse and debris, in conformity with the following requirements:
    a. Vegetation required by this article shall be replaced with equivalent or better vegetation if it is not living. All trees for which credit is awarded, and which subsequently dies shall be replaced by the same or greater number of living trees according to the standards established in this article.
    b. Maintenance shall include sufficient weeding, watering, fertilizing, pruning, mowing, edging, mulching and other horticultural practices to ensure that the landscaping continues to maintain a healthy, neat, and orderly appearance.

Response: Acknowledged.

Fort Pierce Engineering Department

1. The dual directional arrow markings on the site entrance shall be removed and replaced with single directional arrow markings. Dural arrows signify two lanes, which does not meet the 24-feet requirement.

Response: Acknowledged, the dual arrows have been removed and only one is shown per entry/exit.

2. Site Plan shall remove "50' ROW". Right-of-way requirements are 60-feet. The plat shall denote the roadway width's as 50-feet in the roadway tract.

Response: The "50' ROW" has been relabeled to "50' Tract" with a 24' Roadway.

Advisory Comments

At the time of DPCR application;

1. E. Weatherbee Road and Regina Drive are Saint Lucie County (SLC) roadways. A driveway connection permit shall be approved by SLC.

Response: Acknowledged.

2. Saint Lucie County shall advise for turn lanes and any further roadway improvements along the E. Weatherbee Road right of way.

Response: Acknowledged.

3. A permit shall be required to outfall to the North Saint Lucie River Water Control District (NSLRWCD) canal.

Response: Acknowledged.

4. A South Florida Water Management District (SFWMD) permit shall be required.

Response: Acknowledged.

5. An updated Environmental Assessment shall be required.

Response: Acknowledged.

6. The project shall have a Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit in place prior to conducting any land clearing operations as the submitted Environmental Assessment indicates that gopher tortoises are present on the site.

Response: Acknowledged.

7. The drainage plan was reviewed conceptually and will be reviewed in depth.

Response: Acknowledged.

8. Tree mitigation plan and associated costs shall be reviewed in depth.

Response: Acknowledged.

St. Lucie County Fire District

1. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.

Response: The $507.50 fire review fee was delivered to the St. Lucie County Fire District on 10/31/24. Payment receipt was confirmed with the St Lucie County Fire District on 1/3/2025.

St. Lucie County PW/Engineering

Corrections:

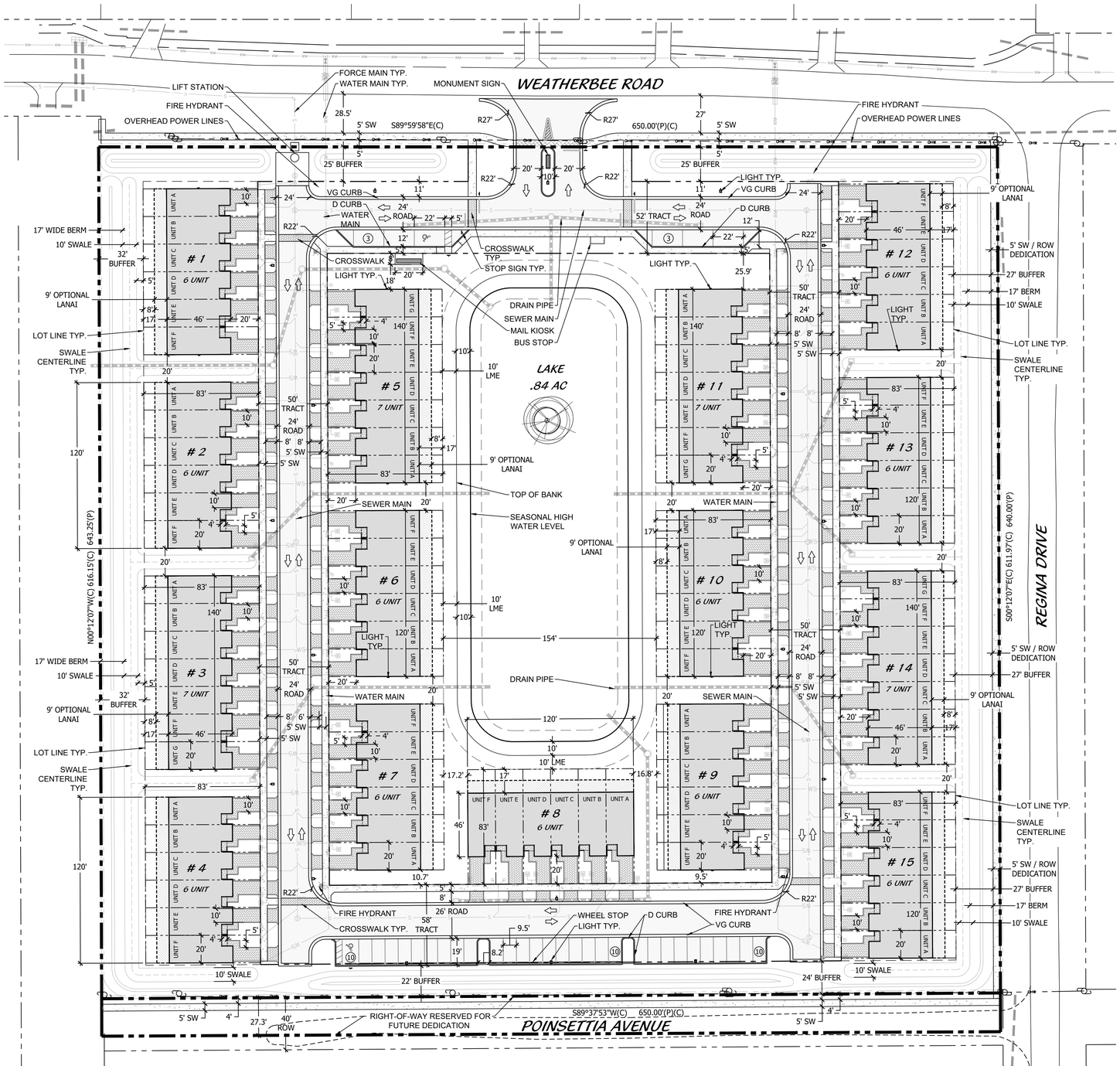
1. A 5-foot sidewalk is required along Poinsettia Avenue

Response: The 5’ sidewalk has been added along Poinsettia Avenue has been added to the plans, please see the updates attached.

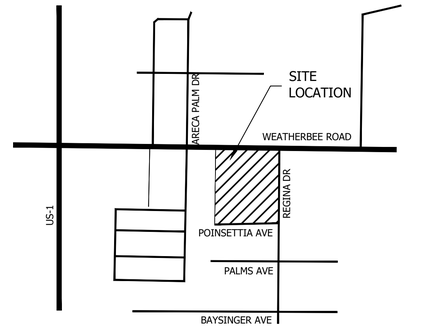
Conditions:

1. A Site Development Permit is required prior to performing site improvement activities

Response: Acknowledged, a Site Development Permit will be submitted by the project engineer in the near future.



KEY MAP



LEGEND

HC	HANDICAP	HC SIGN	PARKING LIGHT
LB	LANDSCAPE BUFFER	STOP SIGN	
SB	SETBACK	DO NOT ENTER	BUILDING/ACCENT LIGHT
SW	SIDEWALK	PEDESTRIAN CROSSING	
TYP	TYPICAL		

TREASURE TOWNHOMES SITE DATA

PARCEL: 340350100250005
4601 REGINA DRIVE

LAND USE	**RM**
ZONING	**R-4**
FIRM/FLOOD ZONE	**ZONE X, A; MAP # 12111C0279K**

BUILDING DATA

	ACRES	SQUARE FEET	
TOTAL SITE AREA	**9.574**	**417,043**	
TOTAL BUILDINGS	**15**	**BUILDINGS**	
7 UNIT BUILDINGS	4		
6 UNIT BUILDINGS	11		
TOTAL PROPOSED UNITS	**94**	**UNITS**	
DENSITY	**9.82**	**UNITS/ACRE**	
MEDIAN ROOF HEIGHT	**23'**		

PARKING CALCULATIONS

REQUIRED PARKING	188	SPACES
*1.5 SPACES PER UNIT		
PROVIDED PARKING		
OFF-STREET STANDARD PARKING	34	SPACES
OFF-STREET HANDICAPPED PARKING	2	SPACES
DRIVEWAY PARKING	94	SPACES
GARAGE PARKING	94	SPACES
TOTAL	**224**	SPACES

PERVIOUS/IMPERVIOUS CALCULATIONS

PERVIOUS	ACRES	SQUARE FEET	PERCENT
BUFFER TRACT	1.49	65,055	15.6%
LME & LAKE PLANTING	0.41	17,909	4.3%
40' WIDTH TRACT	0.41	17,916	4.3%
LOT OPEN SPACE	0.76	33,134	7.9%
OTHER LANDSCAPE AREA	0.96	41,852	10.0%
SUB-TOTAL	**4.04**	**175,866**	42.2%

IMPERVIOUS	ACRES	SQUARE FEET	PERCENT
BUILDING COVERAGE	1.86	80,888	19.4%
VEHICULAR USE AREA	1.29	56,129	13.5%
PAVER DRIVEWAYS & WALKS	0.75	32,806	7.9%
OPTIONAL LANAI (MAX COVERAGE)	0.39	16,920	4.1%
SIDEWALKS, CONCRETE PADS	0.41	17,809	4.3%
WATER SURFACE	0.84	36,625	8.8%
SUB-TOTAL	5.54	**241,177**	57.8%
TOTAL	**9.574**	**417,043**	**100.0%**

NOTE: ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCE SECTIONS 107, 109, AND 125

LEGAL DESCRIPTION

LEGAL DESCRIPTION SOURCE (ORB 4723, PG. 2287):

LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 2; LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 3 AND THAT PART OF VACATED ENGLAR AVENUE ADJACENT THERETO, REGINA PALMS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 82, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 9.574 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (AS SURVEYED):

A PARCEL OF LAND LYING IN BLOCKS 2 AND 3, REGINA PALMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 82 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 2; THENCE SOUTH 00°12'07" EAST ALONG THE EAST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF REGINA DRIVE (A 60.00 FOOT RIGHT-OF-WAY) , A DISTANCE OF 611.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POINSETTIA AVENUE (A 40.00 FOOT RIGHT-OF-WAY)(AS LAID OUT AND IN SUE); THENCE SOUTH 89°37'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 650.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (A 60.00 FOOT CANAL RIGHT-OF-WAY); THENCE NORTH 00°12'07" WEST ALONG THE WEST LINE OF SAID BLOCKS 2 AND 3, A DISTANCE OF 616.15 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WEATHERBEE BOULEVARD (A 90.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 89°59'58" EAST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.163 ACRES, MORE OR LESS.

SITE PLAN

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Ivy Development Group
Fort Pierce, Florida

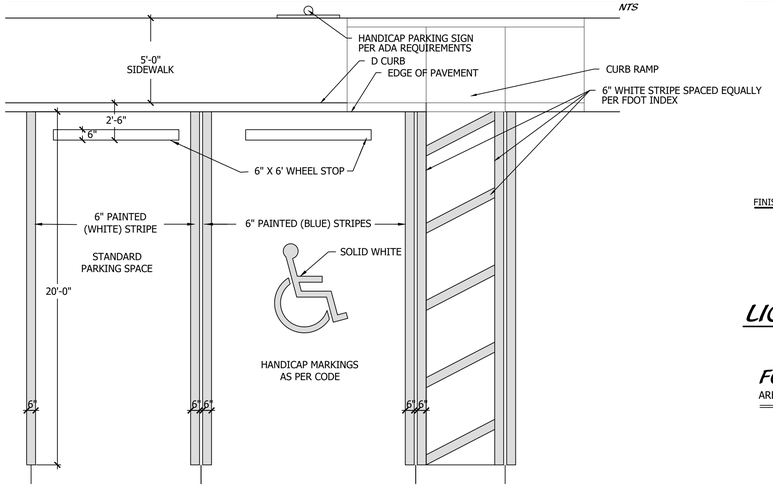
DESIGNED ACE
DRAWN ACE
APPROVED ACE
JOB NUMBER 24-0303
DATE 07-17-24
REVISIONS 10-04-24
01-28-25

SHEET 1 OF 2

© COTLEUR & HEARING, INC.
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

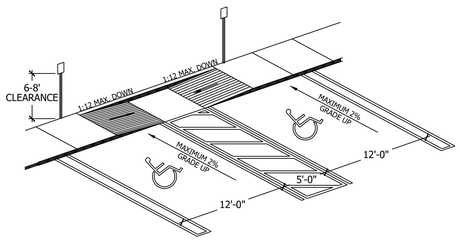
TYPICAL GUEST AND HANDICAP PARKING DETAIL

NTS



HANDICAP RAMP DETAIL

NTS

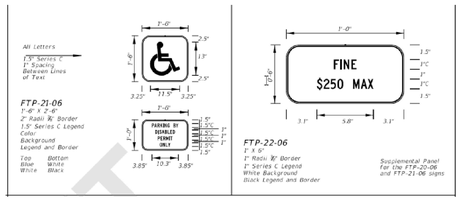


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

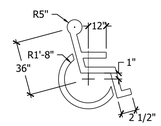
HANDICAP SIGN DETAIL

NTS



HANDICAP SYMBOL DETAIL

NTS

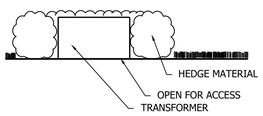


NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL HANDICAP STALLS

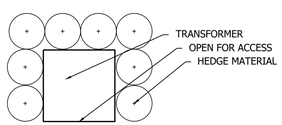
TRANSFORMER DETAIL

NTS

ELEVATION VIEW

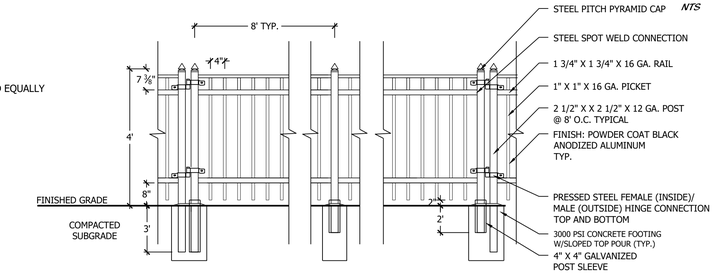


PLAN VIEW



DECORATIVE FENCE DETAIL

NTS



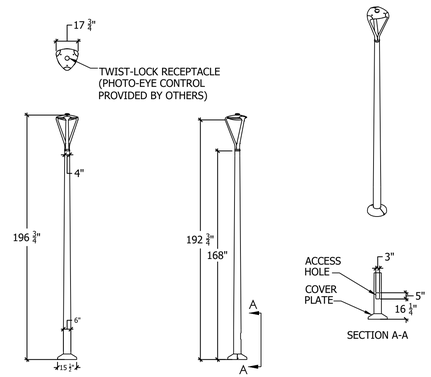
LIGHTING DETAIL

NTS

FGP LIGHT

AREA LIGHT, 16 FT, TYPE 5, WITH COVER PLATE, TWIST LOCK

Date: 10/5/2018
Ph: 800.521.2546
www.landscapeforms.com



landscapeforms Drawing: AG503-04
U.S. Patent No. D752,268
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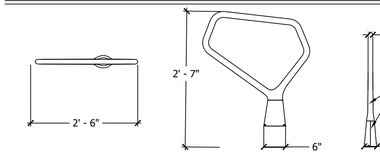
BIKE RACK DETAIL

NTS

FGP BIKE RACK
Product Drawing

Date: 6/8/2015
Ph: 800.521.2546
www.landscapeforms.com



TYPE: LANDSCAPE FORMS FPG BIKE RACK
COLOR: DARK GREY/SILVER
FINISH: POWDER COAT

landscapeforms
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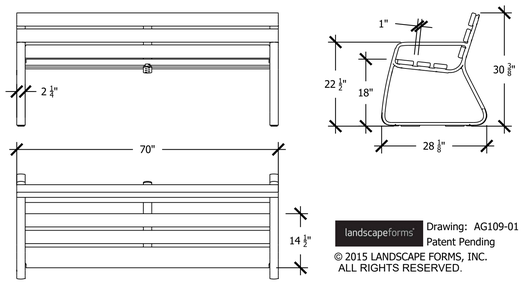
BENCH DETAIL

NTS

FGP BENCH, BACKED, 70", WOOD, END ARMS
Product Drawing

Date: 6/8/2015
Ph: 800.521.2546
www.landscapeforms.com



landscapeforms Drawing: AG109-01
Patent Pending
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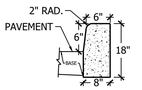
D CURB DETAIL

NTS



VALLEY CURB DETAIL

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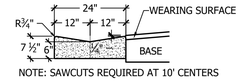
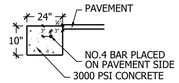


NOTE: SAWCUTS REQUIRED AT 10' CENTERS

HEADER CURB DETAIL

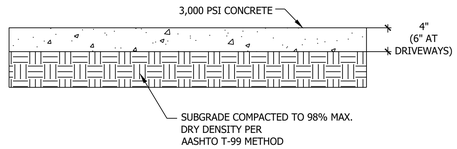
NTS



NOTE: SUBGRADE TO EXTEND 6" BEYOND HEADER CURB

SIDEWALK DETAIL

NTS



PEDESTRIAN PAVER DETAIL

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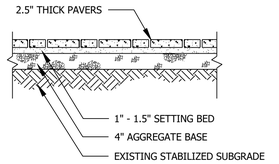
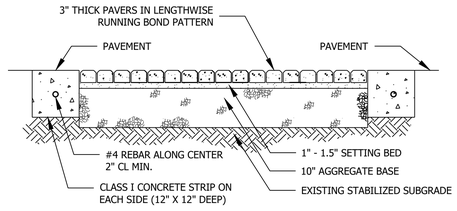


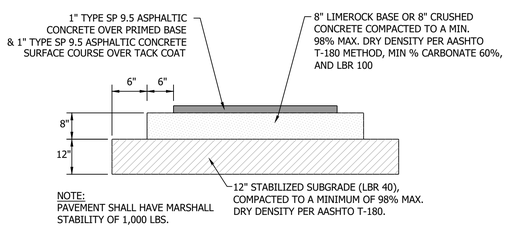
VEHICULAR PAVER DETAIL

NTS



VEHICULAR PAVEMENT DETAIL

NTS



NOTE:
PAVEMENT SHALL HAVE MARSHALL STABILITY OF 1,000 LBS.

SITE DETAILS

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES
Ivy Development Group
Fort Pierce, Florida

DESIGNED	ACE
DRAWN	ACE
APPROVED	ACE
JOB NUMBER	24-0303
DATE	07-17-24
REVISIONS	10-04-24
	01-28-25

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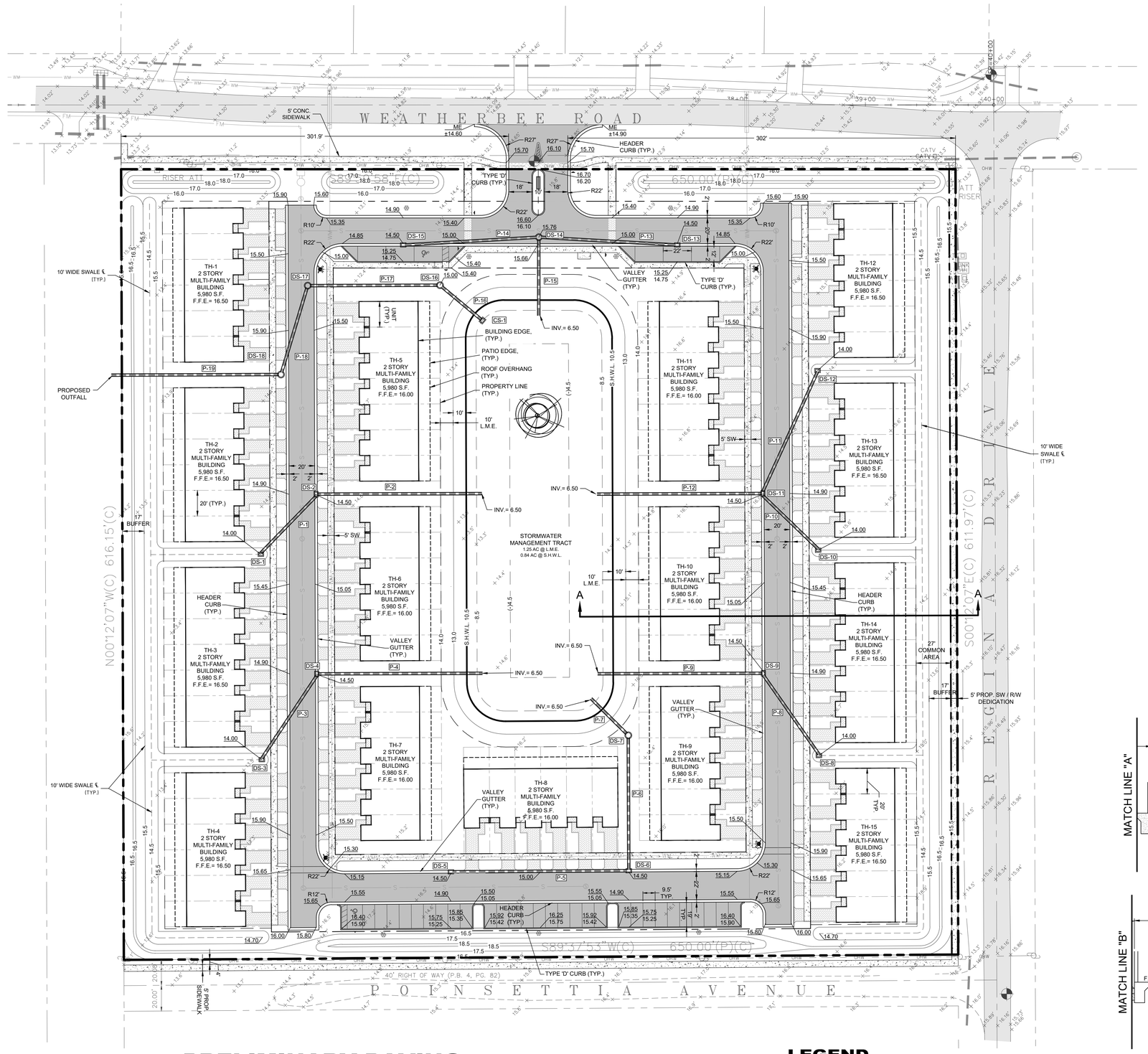
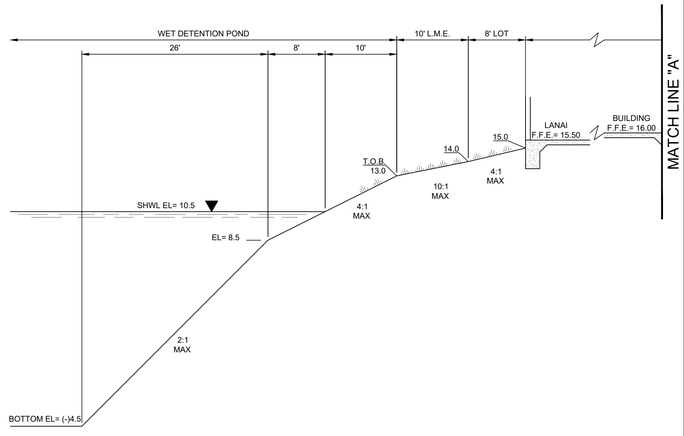


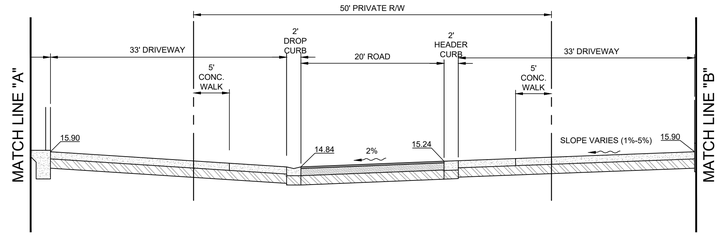
DRAINAGE STRUCTURE SCHEDULE

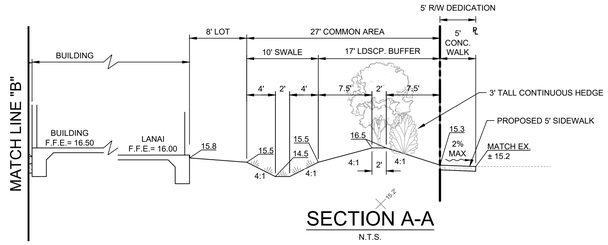
STRUCTURE NUMBER	RIM ELEV.	DESCRIPTION
DS- 1	14.00	TYPE "C" INLET
DS- 2	14.50	MIAMI CURB INLET
DS- 3	14.00	TYPE "C" INLET
DS- 4	14.50	MIAMI CURB INLET
DS- 5	14.50	MIAMI CURB INLET
DS- 6	14.50	MIAMI CURB INLET
DS- 7	14.50	4' DIA. DRAINAGE MANHOLE
DS- 8	14.00	TYPE "C" INLET
DS- 9	14.50	MIAMI CURB INLET
DS- 10	14.00	TYPE "C" INLET
DS- 11	14.50	MIAMI CURB INLET
DS- 12	14.00	TYPE "C" INLET
DS- 13	14.50	MIAMI CURB INLET
DS- 14	15.76	4' DIA. DRAINAGE MANHOLE
DS- 15	14.50	MIAMI CURB INLET
DS- 16	15.00	4' DIA. DRAINAGE MANHOLE
DS- 17	15.50	4' DIA. DRAINAGE MANHOLE
DS- 18	14.50	4' DIA. DRAINAGE MANHOLE
CS-1	14.00	MODIFIED TYPE 'C' INLET

DRAINAGE PIPE SCHEDULE

PIPE NUMBER	SIZE	LENGTH	DESCRIPTION
P- 1	24"	62 LF	ADS N-12 HP
P- 2	24"	128 LF	ADS N-12 HP
P- 3	24"	77 LF	ADS N-12 HP
P- 4	24"	128 LF	ADS N-12 HP
P- 5	24"	136 LF	ADS N-12 HP
P- 6	24"	102 LF	ADS N-12 HP
P- 7	24"	39 LF	ADS N-12 HP
P- 8	24"	76 LF	ADS N-12 HP
P- 9	24"	128 LF	ADS N-12 HP
P-10	24"	60 LF	ADS N-12 HP
P-11	24"	103 LF	ADS N-12 HP
P-12	24"	128 LF	ADS N-12 HP
P-13	24"	105 LF	ADS N-12 HP
P-14	24"	105 LF	ADS N-12 HP
P-15	24"	59 LF	ADS N-12 HP
P-16	24"	41 LF	ADS N-12 HP
P-17	24"	100 LF	ADS N-12 HP
P-18	24"	69 LF	ADS N-12 HP
P-19	24"	130 LF	ADS N-12 HP







SECTION A-A
N.T.S.

PRELIMINARY PAVING, GRADING AND DRAINAGE PLAN

SCALE: 1" = 40'

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND

- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS OR STAMPED CONCRETE
- PROPOSED STABILIZED
- PROPOSED SWALE CENTERLINE
- SITE BOUNDARY
- L.M.E. LAKE MAINTENANCE EASEMENT
- S.H.W.L. SEASONAL HIGH WATER LINE
- PROPOSED DRAINAGE MANHOLE
- PROPOSED DRAINAGE INLET
- EXISTING GRADE
- 16.00 PROPOSED GRADE

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

C:\CIVIL CN HARD DRIVE\2024\24-0179 407 Weatherbee Rd Multi-Family Development\DWG\24-0179 PSD PLAN.dwg

DATE	REVISIONS
8	
7	
6	
5	
4	
3	
2	
1	

JOB NO.	24-0179
DESIGNED	AGS
DRAWN	GWR
DATE	MAY 2024
CHECKED	AGS
DATE ISSUED	1/27/2025

MBV ENGINEERING, INC.
MOJA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA-#3728
1835 39TH STREET
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PH. (772) 778-7378
FX. (772) 778-7317
MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9005

PRELIMINARY PAVING, GRADING AND DRAINAGE PLAN

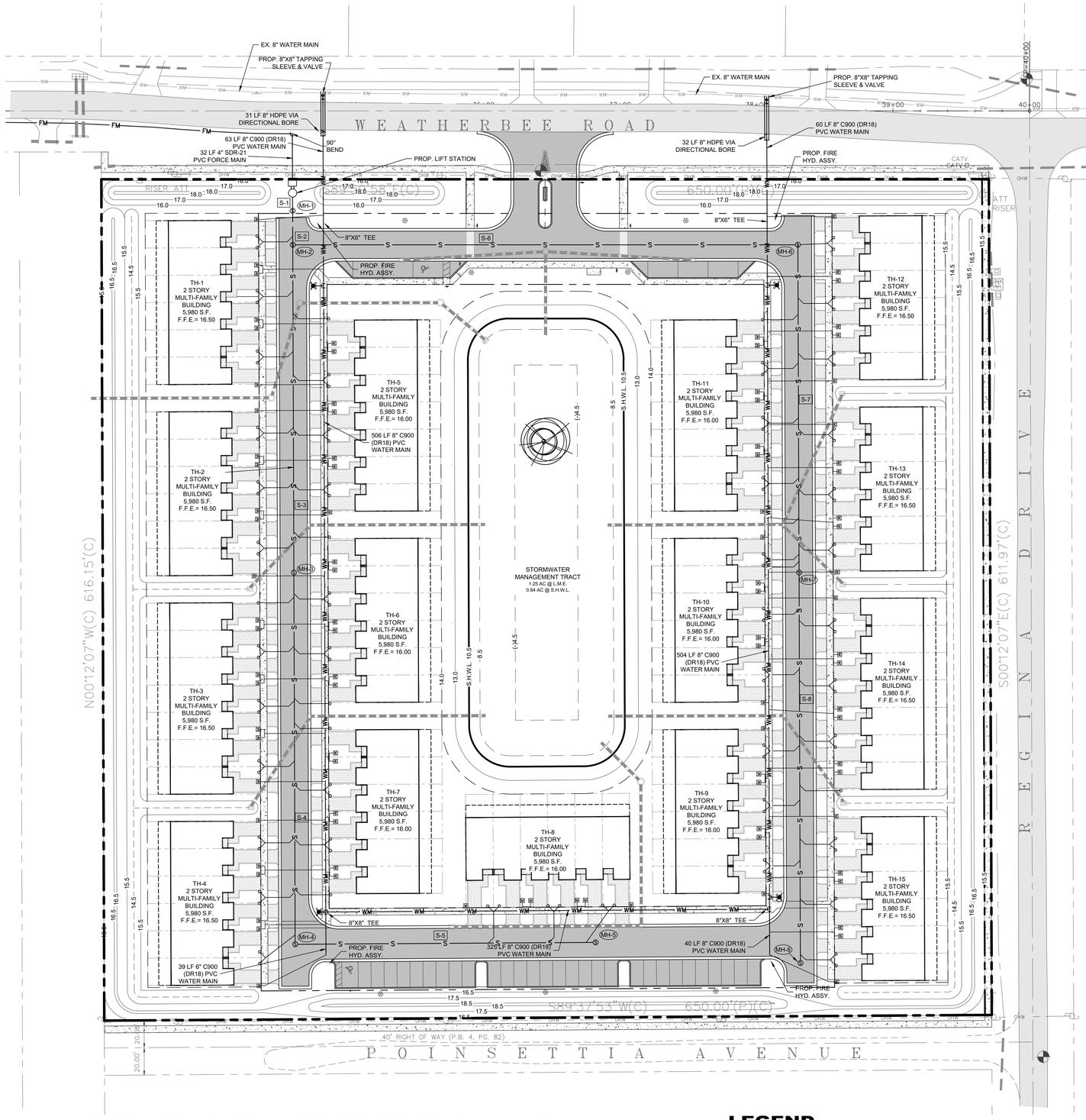
407 WEATHERBEE ROAD
MULTI-FAMILY DEVELOPMENT

CITY OF FORT PIERCE FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER
AARON G. STANTON
FL. P.E. #72460

SHEET
C1

24-0179



PRELIMINARY UTILITIES NOTES:

1. ALL WATER METERS AND CLEANOUTS FOR POTABLE WATER AND SANITARY SEWER SERVICES SHALL BE WITHIN THE ROAD RIGHT-OF-WAY AND NOT LOCATED WITHIN DRIVEWAYS.

FDEP SEPARATION CRITERIA:

(1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER, FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610,F.A.C.

(B)NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

(C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610,F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2),F.S., AND RULE 64E-6.002, F.A.C.

(2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM - TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL THE WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORM WATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES

(A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.

(B)EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.

(4) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

SANITARY SEWER MANHOLE SCHEDULE

STRUCTURE NUMBER	RIM ELEV.	INVERT ELEVATION NORTH	INVERT ELEVATION SOUTH	INVERT ELEVATION EAST	INVERT ELEVATION WEST	DESCRIPTION
LIFT STATION	16.00		7.70			LIFT STATION
MH-1	15.90	7.76	7.86			4' SANITARY MANHOLE
MH- 2	15.60	7.96	8.72	8.06		4' SANITARY MANHOLE
MH- 3	15.00	9.68	9.78			4' SANITARY MANHOLE
MH- 4	15.60	10.87		10.97		4' SANITARY MANHOLE
MH- 5	15.00				11.85	4' SANITARY MANHOLE
MH- 6	15.55		9.64		9.54	4' SANITARY MANHOLE
MH- 7	15.00	10.70	10.60			4' SANITARY MANHOLE
MH- 8	15.80	11.85				4' SANITARY MANHOLE

SANITARY SEWER PIPE SCHEDULE

PIPE NUMBER	SIZE	LENGTH	DESCRIPTION
S- 1	8"	10 LF	SDR-21 PVC
S- 2	8"	25 LF	SDR-21 PVC
S- 3	8"	240 LF	SDR-21 PVC
S- 4	8"	272 LF	SDR-21 PVC
S- 5	8"	220 LF	SDR-21 PVC
S- 6	8"	370 LF	SDR-21 PVC
S- 7	8"	240 LF	SDR-21 PVC
S- 8	8"	286 LF	SDR-21 PVC
NOTE: ALL SANITARY SEWER MAIN @ MIN. 0.4% SLOPE			

PRELIMINARY UTILITIES PLAN

SCALE: 1" = 40'

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND

- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS OR STAMPED CONCRETE
- PROPOSED WATER MAIN (WM)
- PROPOSED WATER SERVICE LINE (WS)
- PROPOSED SEWER MAIN (S)
- PROPOSED SEWER SERVICE LINE (SS)
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED SINGLE WATER SERVICE
- PROPOSED DOUBLE WATER SERVICE
- PROPOSED MULTIPLE WATER SERVICE
- PROPOSED SINGLE SEWER SERVICE
- PROPOSED DOUBLE SEWER SERVICE
- PROPOSED SEWER MANHOLE & LABEL (SEE TABLE THIS SHEET) (S) (MH-1)
- PROPOSED SEWER PIPE LABEL (SEE TABLE THIS SHEET) S-1

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

C:\CIVIL ON HARD DRIVE\2024\24-0179 407 Weatherbee Rd Multi-Family Development\DWG\24-0179 UTIL PLAN.dwg

DATE	REVISIONS
8	
7	
6	
5	
4	
3	
2	
1	

JOB NO.	24-0179
DESIGNED	AGS
DRAWN	GWR
DATE	MAY 2024
CHECKED	AGS
DATE ISSUED	1/27/2025

MBV ENGINEERING, INC.
MOJA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA-#3738
1835 28TH STREET
VERO BEACH, FL 32960
PH. (321) 231-1310
FAX (772) 778-3317
MELBOURNE, FL - PH (321) 253-1310
FT. PIERCE, FL - PH (772) 468-9005

PRELIMINARY UTILITIES PLAN

407 WEATHERBEE ROAD
MULTI-FAMILY DEVELOPMENT

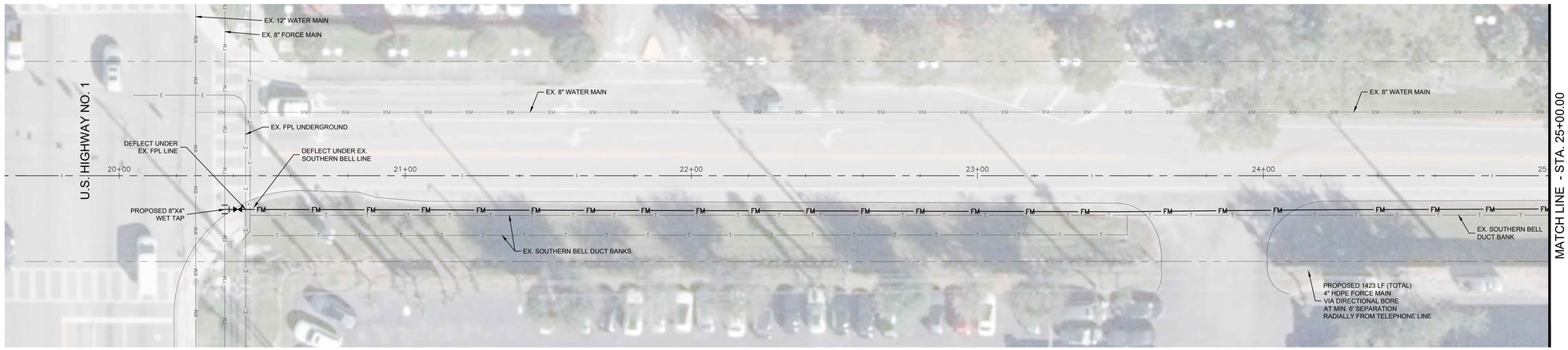
CITY OF FORT PIERCE, FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460

SHEET
C2

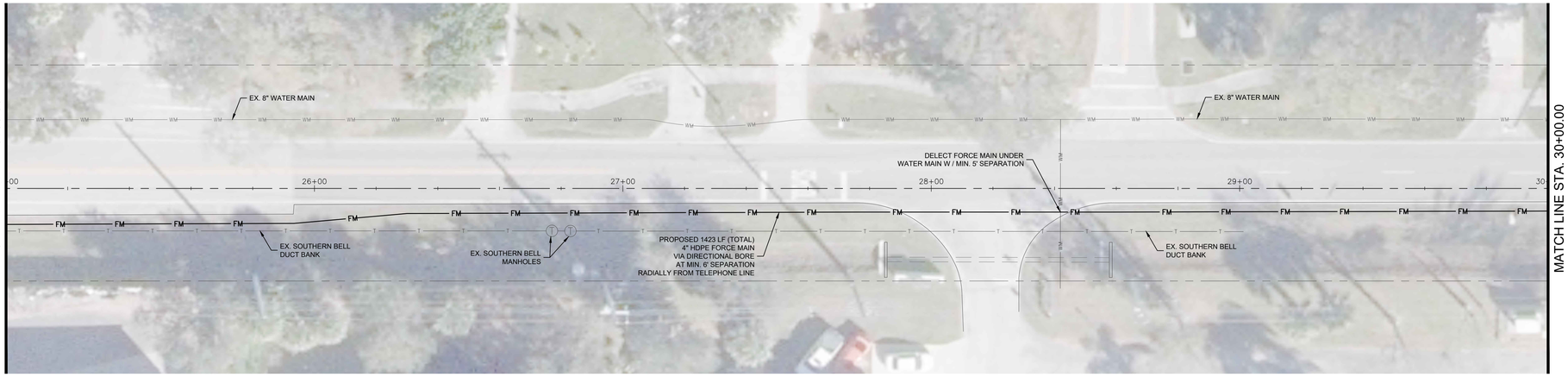
24-0179



PRELIMINARY OFFSITE FORCE MAIN PLAN

SCALE: 1" = 20'

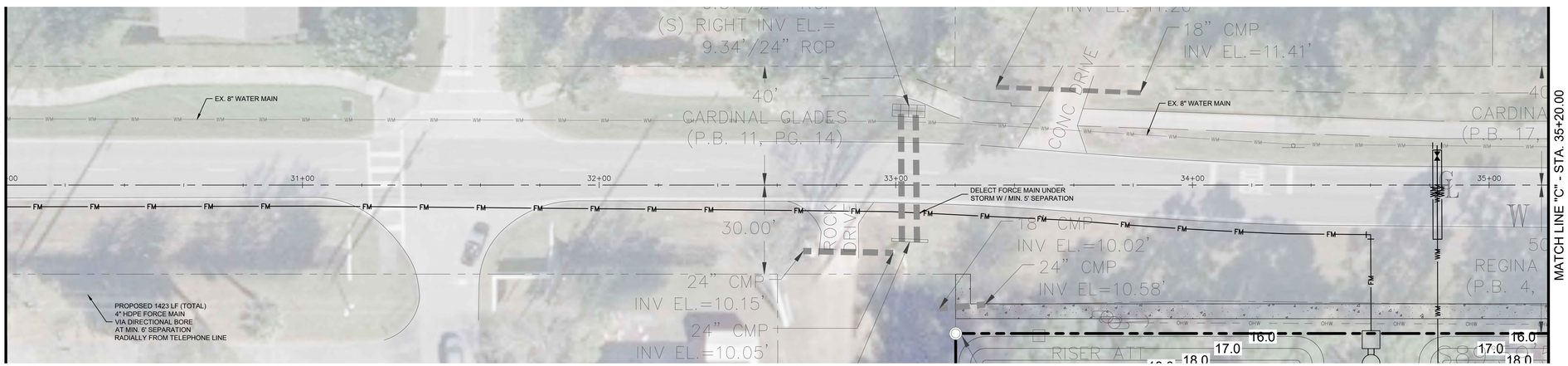
GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.



PRELIMINARY OFFSITE FORCE MAIN PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.



PRELIMINARY OFFSITE FORCE MAIN PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

REVISIONS	DATE
8 -	-
7 -	-
6 -	-
5 -	-
4 -	-
3 -	-
2 -	-
1 -	-

JOB NO.	24-0179
DESIGNED	AGS
DRAWN	GWR
DATE	MAY 2024
CHECKED	AGS
DATE ISSUED	1/27/2025

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0035
FX. (772) 778-3617
MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9055

PRELIMINARY
OFFSITE FORCE MAIN PLAN

407 WEATHERBEE ROAD
MULTI-FAMILY DEVELOPMENT

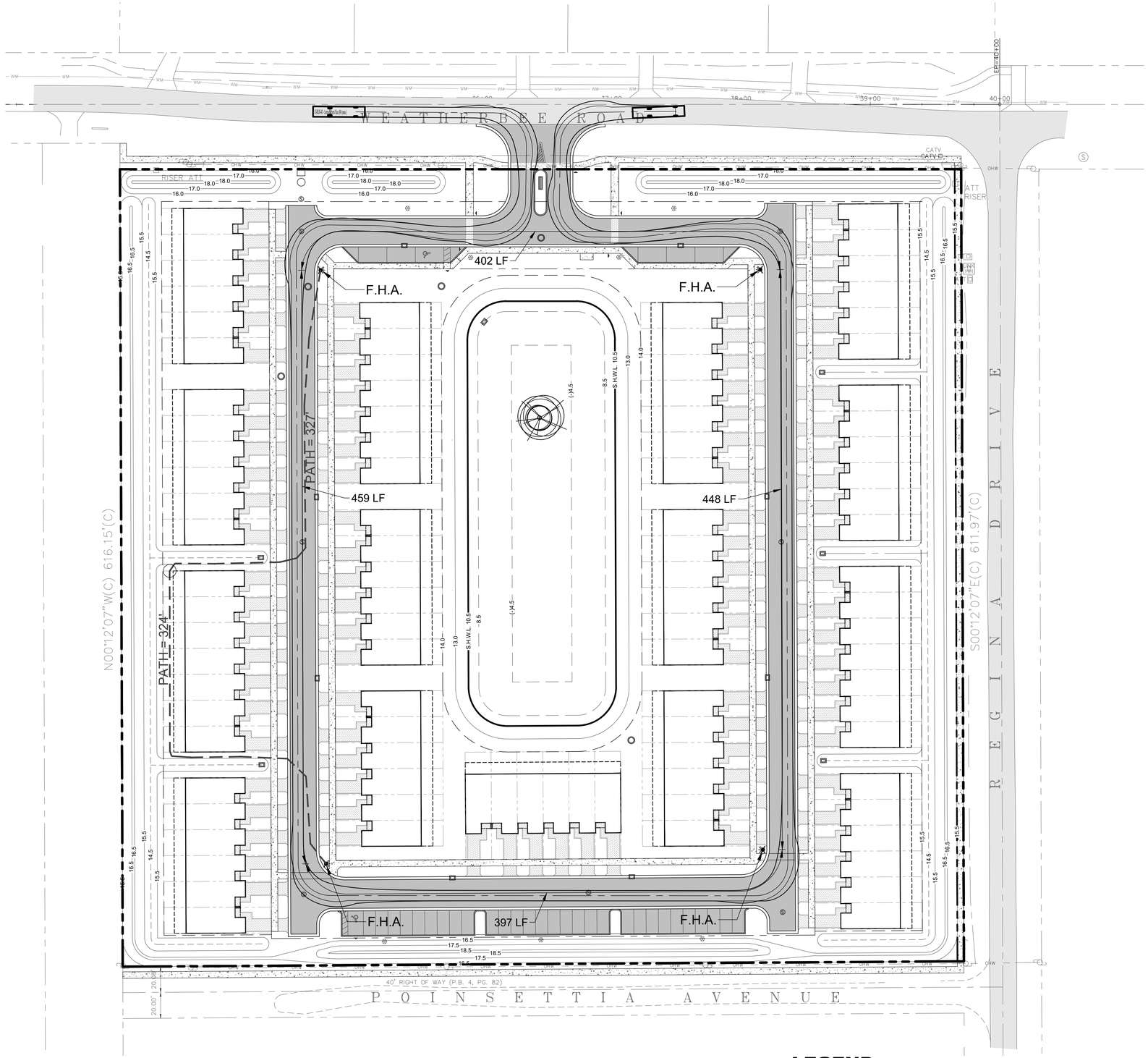
CITY OF FORT PIERCE FLORIDA

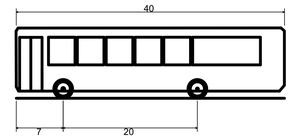
AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460

SHEET
C3

24-0179





S-BUS-40 - Large School Bus (84 pass.)

Overall Length	40.000ft
Overall Width	8.000ft
Overall Body Height	10.500ft
Min Body Ground Clearance	1.070ft
Track Width	8.000ft
Lock-to-lock time	5.00s
Max Steering Angle (Virtual)	34.40°

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

PRELIMINARY FIRE PROTECTION PLAN

SCALE: 1" = 40'

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND

- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS OR STAMPED CONCRETE
- PROPOSED STABILIZED
- PROPOSED SWALE CENTERLINE
- SITE BOUNDARY
- F.H.A. FIRE HYDRANT ASSEMBLY
- S.H.W.L. SEASONAL HIGH WATER LINE
- PROPOSED FIRE HYDRANT ASSEMBLY

C:\CIVIL ON HAND DRIVE\2024\24-0179 407 Weatherbee Rd Multi-Family Development\DWG\24-0179 BUS TRACK.dwg

REVISIONS	DATE
8 –	–
7 –	–
6 –	–
5 –	–
4 –	–
3 –	–
2 –	–
1 –	–

JOB NO.	24-0179
DESIGNED	AGS
DRAWN	GWR
DATE	MAY 2024
CHECKED	AGS
DATE ISSUED	1/27/2025

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA-#3728
1835 39TH STREET
VERO BEACH, FL 32960
PH: (321) 233-1310
MELBOURNE, FL - PH (321) 233-1310
FT. PIERCE, FL - PH (772) 468-9005
FX: (772) 778-7417

PRELIMINARY FIRE PROTECTION PLAN

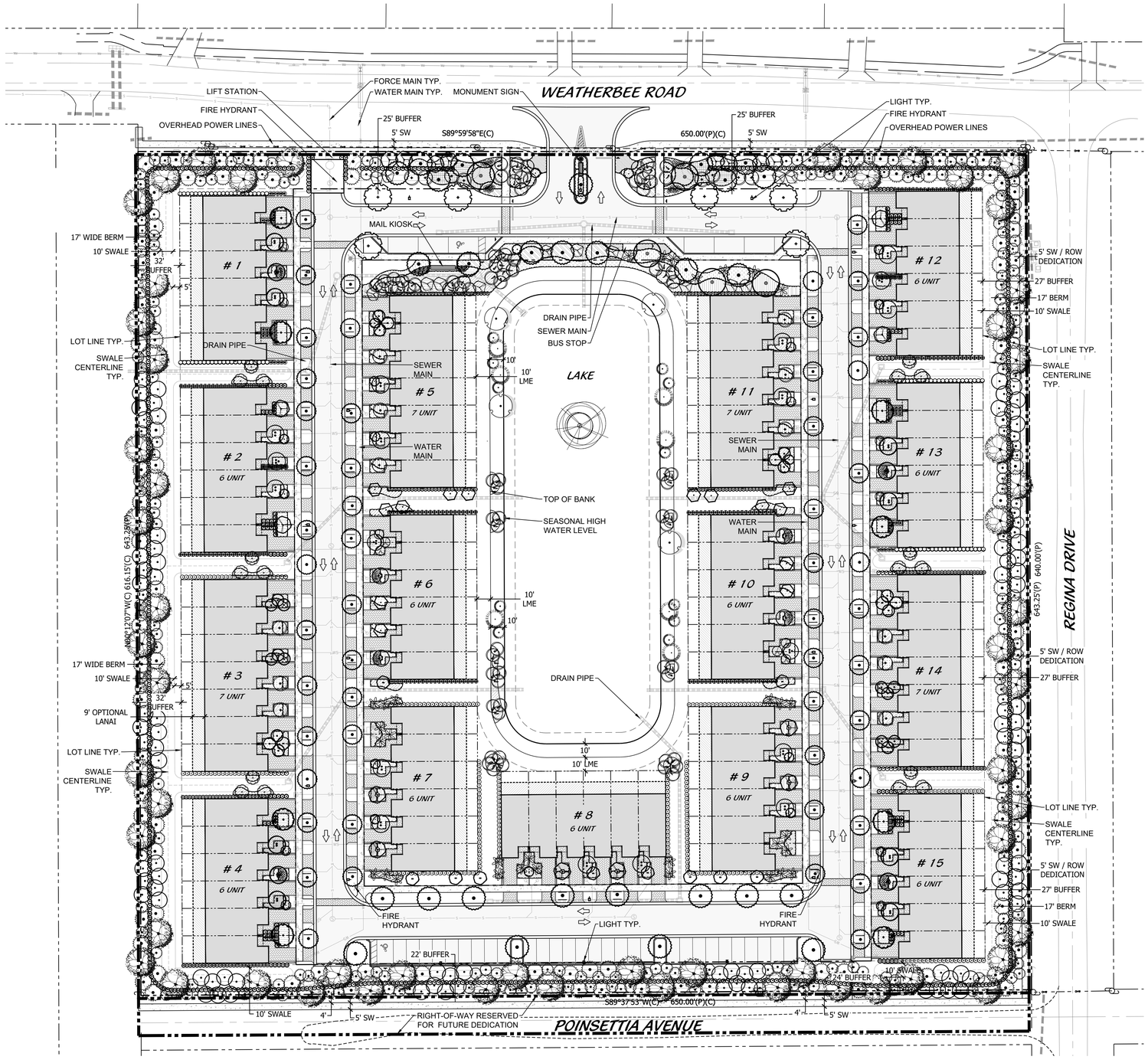
407 WEATHERBEE ROAD
MULTI-FAMILY DEVELOPMENT

CITY OF FORT PIERCE, FLORIDA

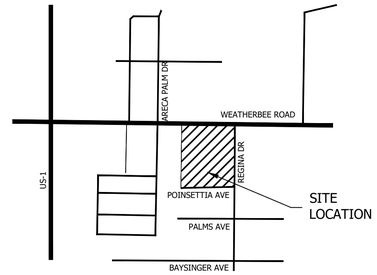
AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER
AARON G. STANTON
FL. P.E. #72460

SHEET
C4

24-0179



KEY MAP



LANDSCAPE DATA

VUA REQUIREMENTS:

1 SF OF INTERIOR LANDSCAPE / 15 SF OF VUA

REQUIRED: 3700 SF (55499/15)
PROVIDED: >3700 SF

1 TREE / 100 SF OF REQUIRED LANDSCAPE AREA

REQUIRED: 37 TREES (3700/100)
PROVIDED: 61 TREES

- 30 LIVE OAKS UPSIZED TO 3" DBH (COUNTING TOWARDS TREE MITIGATION
- 8 JAPANESE BLUEBERRIES
- 15 SABAL PALM CLUSTERS (3 PER CLUSTER OR TOTAL 45)
- 4 GREEN BUTTONWOODS
- 4 LIGUSTRUMS

BUFFER REQUIREMENTS:

10' WIDE LANDSCAPE STRIP AROUND PERIMETER
1 TREE / 300 SF OF REQUIRED LANDSCAPE

REQUIRED: 23,760 / 300 = 79
PROVIDED: 80 TREES + 363 MITIGATION TREES

- 57 LIVE OAKS UPSIZED TO 5" DBH (COUNTING TOWARDS TREE MITIGATION)
- 12 ROYAL PALMS
- 3 VERAWOOD TREES
- 8 SILVER BUTTONWOODS

- 85 CABBAGE PALMS (FOR MITIGATION*)
- 88 SLASH PINES AT 4" DBH (FOR MITIGATION*)
- 190 SLASH PINES AT 1.5" DBH (FOR MITIGATION*)

3' CONTINUOUS SCREEN
PROVIDED: 3' CONTINUOUS COCOPLUM HEDGE

LEGEND

HC	HANDICAP		HC SIGN		PARKING LIGHT
LB	LANDSCAPE BUFFER		STOP SIGN		
SB	SETBACK		DO NOT ENTER	-	BUILDING/ACCENT LIGHT
SW	SIDEWALK		PEDESTRIAN CROSSING		
TYP	TYPICAL				

OVERALL LANDSCAPE PLAN

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Fort Pierce, Florida

DESIGNED	ACE
DRAWN	ACE
APPROVED	ACE
JOB NUMBER	24-0303
DATE	07-17-24
REVISIONS	10-18-24
	01-28-25

SHEET 1 OF 6

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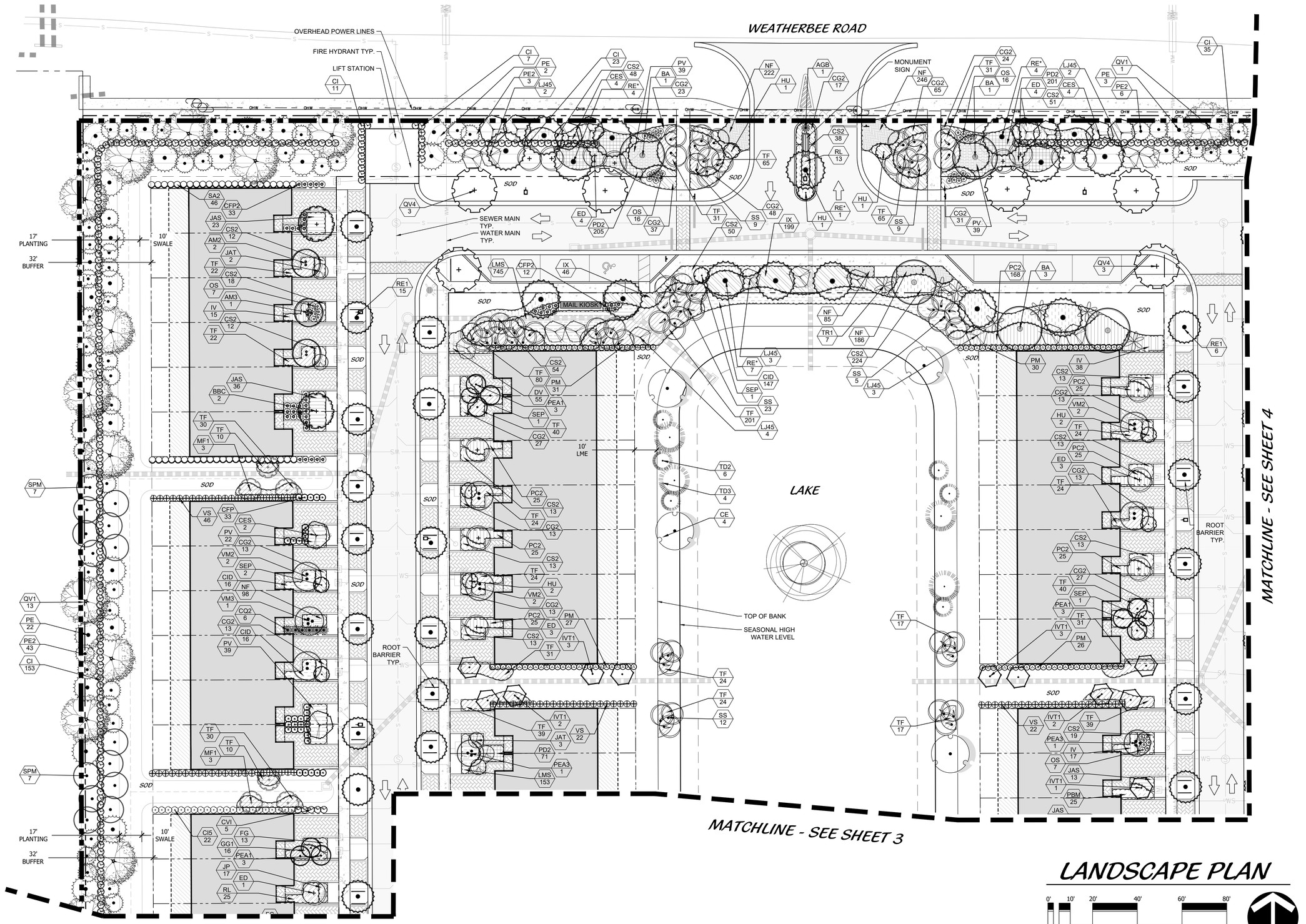

LANDSCAPE PLAN

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

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SHEET 2 OF 6

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MATCHLINE - SEE SHEET 2

MATCHLINE - SEE SHEET 4

10' LME

TOP OF BANK

SEASONAL HIGH WATER LEVEL

DRAIN PIPE

ROOT BARRIER TYP.

FIRE HYDRANT

LIGHT TYP.

22' BUFFER

12' PLANTING

20' BUFFER

RIGHT-OF-WAY RESERVED FOR FUTURE DEDICATION

POINSETTIA AVENUE

SOD

LANDSCAPE PLAN

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

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SHEET 3 OF 6

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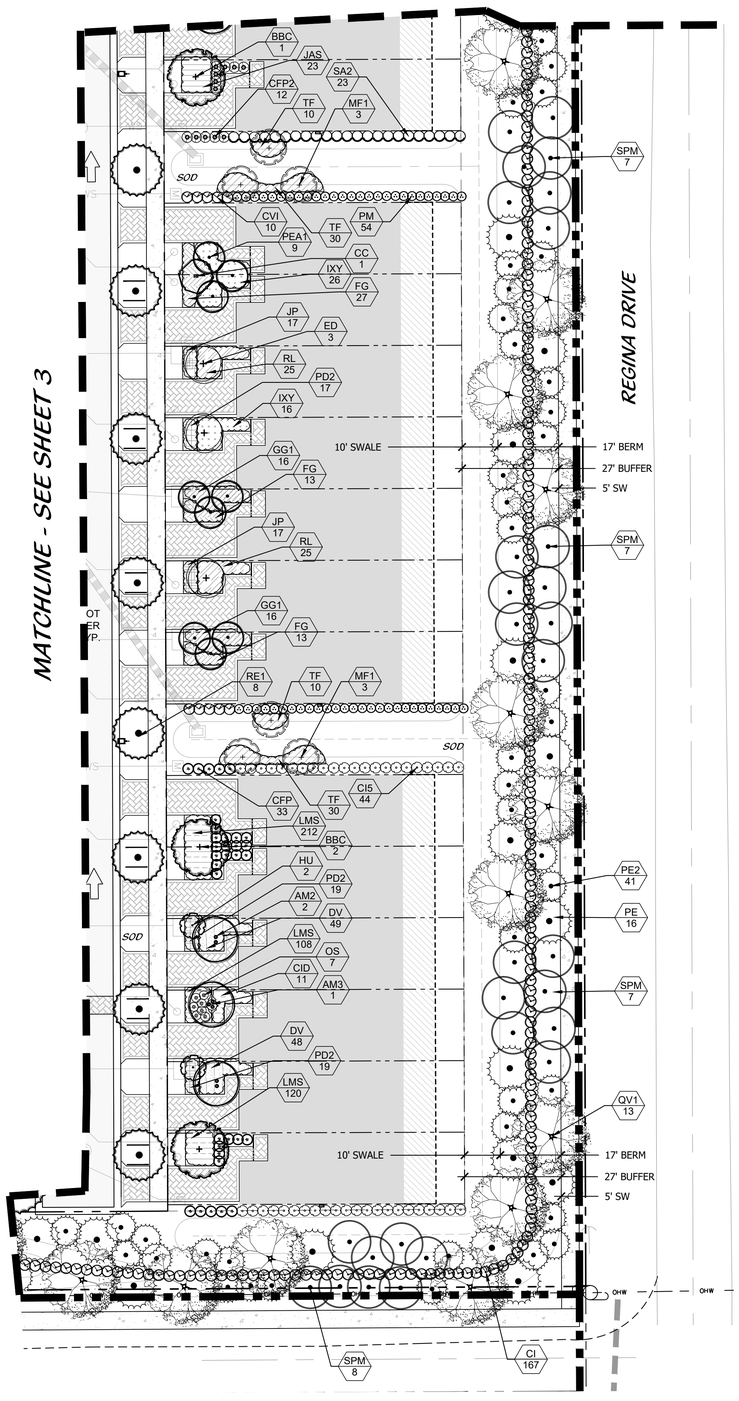

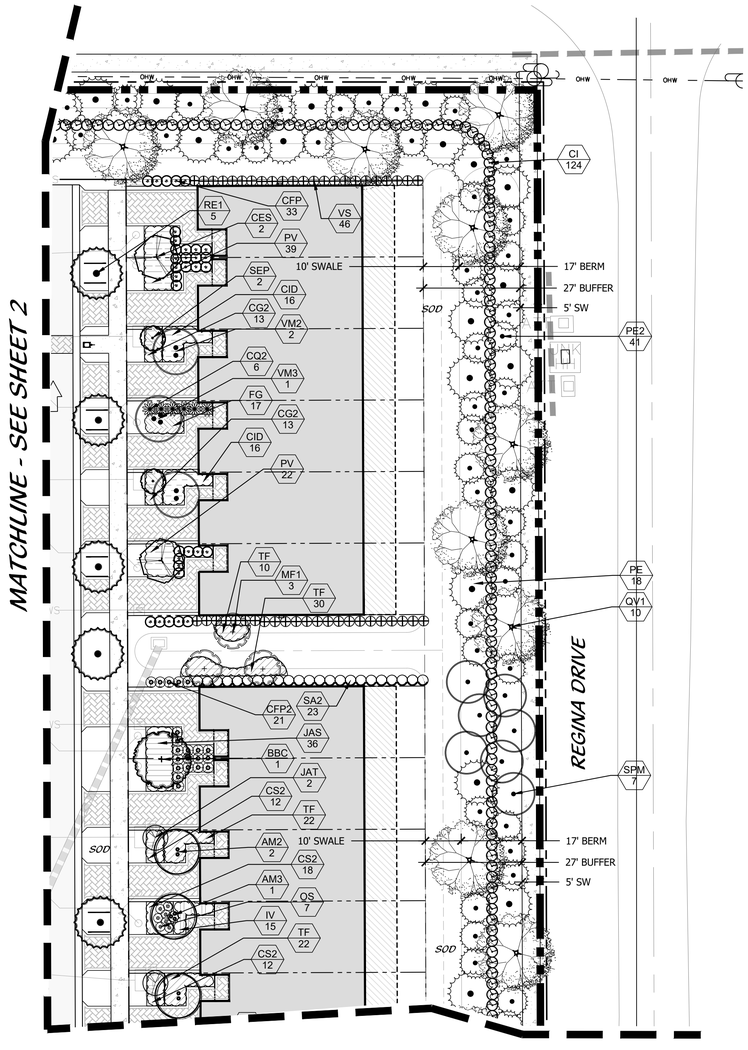

LANDSCAPE PLAN

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

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PLANT LIST

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
TREES									
	BA	5	BULNESIA ARBOREA	VERAWOOD	FIELD GROWN	3"-4" CAL	14`-16` HT., 6`-8` SPD.	N	FULL CANOPY, FLORIDA FANCY
	BBC	8	CALOPHYLLUM BRASILIENSE	BRAZILIAN BEAUTYLEAF	45 GAL	2.5" CAL	12` HT X 5` SPRD	N	FULL & THICK; STANDARD; 5' SPRD, 4' C.T.
	CC	12	CAPPARIS CYNOPHALLOPHORA	JAMACIAN CAPER	45 GAL	2" CAL	6`-7` HT X 4`-5` SPRD	Y	STANDARD; 2.5' C.T.; FULL AND THICK
	CE	4	CONOCARPUS ERECTUS	BUTTONWOOD	45 GAL	2.5" CAL	12` O.A. X 5` SPRD	Y	FULL CANOPY; STANDARD
	CES	18	CONOCARPUS ERECTUS `SERICEUS`	SILVER BUTTONWOOD	45 GAL	2.5" CAL	12` O.A. X 5` SPRD	Y	FULL CANOPY, STANDARD, SINGLE TRUNK
	ED	20	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	45 GAL	3" CAL	12` O.A. X 5` SPRD	N	STANDARD; 4' .C.T; CONICAL
	HU	11	HIBISCUS ROSA-SINENSIS 'DOUBLE RED'	DOUBLE RED HIBISCUS	30 GAL	1.5" CAL	5`-6` HT	N	STANDARD; 2.5' C.T; FULL CANOPY
	IVT1	14	ILEX VOMITORIA	YAUPON HOLLY	45 GAL	1" CAL EA	6` HT X 6` SPRD	Y	FULL CANOPY, MULIT-TRUNK, LIMB UP 2.5'
	JAT	10	JATROPHA STANDARD	JATROPHA	30 GAL	N.A.	5`-6` HT.	N	STANDARD, 2.5` C.T. TIGHT HEADS, MATCHED
	LJ45	14	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	45 GAL.	1" EA	6` HT., 6` SPD.	N	MULTI-STEM, LIMB UP 2.5`
	MF1	18	MYRICANTHES FRAGRANS	SIMPSON'S STOPPER	45 gal	3 TRK MIN., 1"-2" CAL. EA.	8`-10` HT, 6`-8` SPD	Y	MULTI, LIMB UP 2.5', FULL SPREAD
	PE2	194	PINUS ELLIOTTII	SLASH PINE	30 GAL	1.5" DBH	8`-10` O.A.		FULL CANOPY; PLANTED IN PRESERVE
	PE	89	PINUS ELLIOTTII	SO. FLORIDA SLASH PINE	65 gal	4" DBH	12` -14` OA	Y	FULL CANOPY
	QV1	57	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	100 GAL	5" DBH	18` - 22` HT	Y	FULL CANOPY, FLORIDA FANCY, SYMETRICAL, MATCHED, DOUBLE DUG ROOT BALL
	QV4	6	QUERCUS VIRGINIANA `SKY CLIMBER`	SKY CLIMBER LIVE OAK	FIELD GROWN	3" CAL	20` O.A.	Y	FULL CANOPY, FLORIDA FANCY, SYMETRICAL, MATCHED, DOUBLE DUG ROOT BALL
	SEP	12	SENNA POLYPHYLLA	DESERT CASSIA	30 GAL	N.A.	5`-6` HT.	N	STANDARD; 2.5' C.T.; FULL CANPY
	TD2	11	TAXODIUM DISTICHUM	BALD CYPRESS	15 GAL	1" CAL	6`-8` O.A.	Y	FULL CANOPY
	TD3	7	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL	2" CAL	8`-10` OA	Y	FULL CANOPY
PALM TREES									
	AM2	8	ADONIDIA MERRILLII	DOUBLE CHRISTMAS PALM	FIELD GROWN	NA	8`-10` C.T.	N	FULL CANOPY, DOUBLE STEM, MATCHED
	AM3	4	ADONIDIA MERRILLII TRIPLE	TRIPLE CHRISTMAS PALM	FIELD GROWN	NA	8`-10` C.T.	N	FULL CANOPY, 3 TRUNK MIN
	PEA1	24	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	FIELD GROWN	NA	8`-10` C.T.	N	FULL CANOPY, MATCHED, FF
	PEA3	6	PTYCHOSPERMA ELEGANS	TRIPLE ALEXANDER PALM	FIELD GROWN	NA	8`-10` C.T.	N	FULL CANOPY, MATCHED, TRIPLE STEM
	RE1	52	ROYSTONEA ELEGATA	ROYAL PALM	FIELD GROWN	HEAVY CALIPER	3' GW; 12' HT MIN.	Y	FULL CANOPY, FLORIDA FANCY
	RE*	28	ROYSTONEA ELEGATA	ROYAL PALM	FIELD GROWN	NA	18` C.T.	Y	FULL CANOPY, FLORIDA FANCY
	SS	80	SABAL PALMETTO	CURVED CABBAGE PALM	B & B	NA	10`, 16`, OR 22` CT, STGG	Y	STRONG, UNIQUE CURVES, SLICK TRUNKS
	SPM	85	SABAL PALMETTO*	MITIGATION CABBAGE PALM	B & B	NA	12`, 18`, 24` CT., STGG.	Y	SLICK TRUNK
	TR1	32	THRINAX RADIATA	TRIPLE THATCH PALM	FIELD GROWN	NA	8` - 10` HT	Y	MATCHED; FULL CANOPY
	VM3	2	VEITCHIA MONTGOMERYANA	TRIPLE MONTGOMERY PALM	FIELD GROWN	N.A.	8`-10` CT	N	FULL CANOPY, 3 TRUNK, MATCHED
	VM2	14	VEITCHIA MONTGOMERYANA	DOUBLE MONTGOMERY PALM	FIELD GROWN	NA	8`-10` CT	N	FULL & THICK, DOUBLE STEM, MATCHED

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMARKS
SHRUBS									
	AGB	1	AGAVE AMERICANA `GAINSVILLE BLUE`	GAINSVILLE BLUE AGAVE	15 GAL	4` X 4`	AS	N	FULL & THICK
	CI5	279	CHRYSOBALANUS ICACO `RED TIP`	RED TIPPED COCOPLUM	3 GAL	1.5` X 1.5`	2.5` OC		FULL & THICK
	CI	768	CHRYSOBALANUS ICACO `RED TIP`	RED TIPPED COCOPLUM	7 GAL	3` X 2`	2.5` OC	Y	FULL & THICK
	CFP2	78	CODIAEUM VARIEGATUM `ELEANOR ROOSEVELT`	ELEANOR ROOSEVELT CROTON	7 GAL	3` X 3`	AS	N	FULL
	CFP	132	CODIAEUM VARIEGATUM `FRANKLIN ROOSEVELT`	FRANKLIN ROOSEVELT CROTON	7 GAL	3` X 3`	AS	N	FULL
	CVI	20	CODIAEUM VARIEGATUM `ICETON`	MAGNIFICIENT CROTON	7 GAL	3` X 3`	AS	N	FULL
	CQ2	12	CRINUM AUGUSTUM `QUEEN EMMA`	`QUEEN EMMA` CRINUM	15 GAL	4` X 4`	AS	N	FULL & THICK
	OS	88	ODONTONEMA STRICTUM 'RED'	FIRESPIKE	7 GAL	3` X 3`	3` O.C.	N	FLORIDA FANCY, THICK AND FULL, RED
	PM	220	PODOCARPUS MACROPHYLLUS MAKI	PODOCARPUS	3 GAL.	2` X 2`	2.5` O.C.	N	FULL & THICK
	SA2	92	SCHEFFLERA ARBORICOLA	GREEN SCHEFFLERA	3 GAL	2` x 2`	2.5` O.C.	N	FULL & THICK
	VS	180	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL.	2` x 2`	2.5` O.C	N	FULL & THICK
GROUND COVERS									
	CG2	455	CARISSA MACROCARPA `EMERALD BLANKET`	DWARF NATAL PLUM	3 GAL	2` x 2`	2` OC	N	FULL & THICK
	CID	284	CHRYSOBALANUS ICACO `HORIZONTALIS`	HORIZONTAL COCOPLUM	3 GAL	2` x 2`	2.5` O.C.		FULL & THICK, NOT STRETCHED
	CS2	703	CLUSIA ROSEA `NANA`	DWARF CLUSIA	3 GAL	1` X 1.5`	2` OC	Y	FULL & THICK
	DV	248	DIETES VEGETA	WHITE AFRICAN IRIS	3 GAL	1` X 1`	1.5` OC	N	WHITE FLOWERS; FULL CLUMP
	FG	176	FICUS MACROPHYLLA `GREEN ISLAND`	GREEN ISLAND FICUS	3 GAL.	1` X 1.5`	2` O.C.	N	FULL & THICK, FLORIDA FANCY
	GG1	96	GALPHIMIA GRACILIS	THYRALLIS	3 GAL	2` x 2`	2.5` OC		FULL & THICK
	IV	232	ILEX VOMITORIA `STOKES DWARF`	DWARF YAUPON HOLLY	3 GAL	1.5` x 1.5`	2` O.C.	Y	FULL & THICK
	IX	245	IXORA X `MAUI'	MAUI IXORA	3 GAL	1.5` x 1.5`	2` OC	N	FULL & THICK
	IXY	84	IXORA X `NORA GRANT`	IXORA `NORA GRANT`	3 GAL	2` x 2`	2.5` OC	N	FULL & THICK
	JAS	170	JASMINUM VOLUBILE	WAX JASMINE	3 GAL	1` X 1.5`	2` O.C.		FULL & THICK
	JP	311	JUNIPERUS CHINENSIS `PARSONII`	PARSONI JUNIPER	3 GAL	1` HT. X 1.5` SPRD.	1.5` OC	N	FULL & THICK
	LMS	1,921	LIRIOPE MUSCARI 'EVERGREEN GIANT'	EVERGREEN GIANT LILYTURF	1 GAL	6" X 6"	12" O.C.	N	FULL CLUMP
	NF	2,101	NEOREGELIA X 'FIREBALL'	FIREBALL BROMELIAD	1 GAL	6" X 6"	1` O.C.	N	FULL & THICK; MULTIPLE PUPS
	PBM	100	PHILODENDRON X 'BURLE MARX'	BURLE MARX PHILODENDRON	3 GAL	1.5` X 1.5`	2` O.C.	N	FULL CLUMP
	PC2	318	PHILODENDRON X 'ROJO CONGO'	ROJO CONGO PHILODENDRON	3 GAL	1.5` X 1.5`	2` O.C.	N	FULL CLUMP
	PV	296	PITTOSPORUM TOBIRA `WHEELER'S DWARF'	DWARF PITTOSPORUM	3 GAL	1.5` x 1.5`	2` O.C.	N	FULL & THICK; VARIEGATED
	PD2	700	PODOCARPUS MACR. `PRINGLES`	DWARF PODOCARPUS	3 GAL	1` X 1`	1.5` OC	N	FULL & THICK
	RL	113	RONDELETIA LEUCOPHYLLA	PANAMA ROSE	3 GAL	1.5` x 1.5`	2` O.C.	N	FULL & THICK
	TF	1,419	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	3 GAL	1.5` x 1.5`	2` O.C.	Y	FULL & THICK

NOTES:

SOD - ST. AUGUSTUNE 'FLORITAM' (TAKE OFF PROVIDED BY CONTRACTOR)

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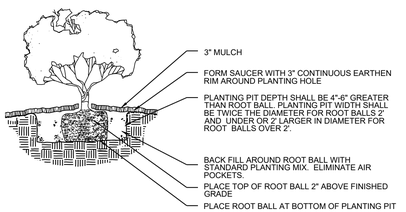
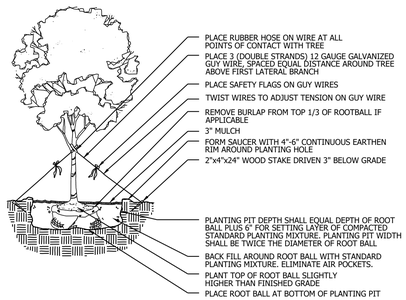
PLANTING DETAILS



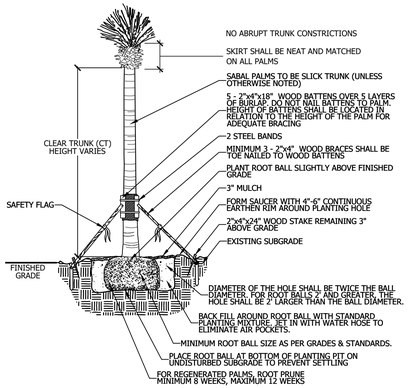
SHRUB/GROUNDCOVER PLANTING DETAIL

NTS



LARGE TREE PLANTING DETAIL

NTS



SABAL PALM PLANTING DETAIL

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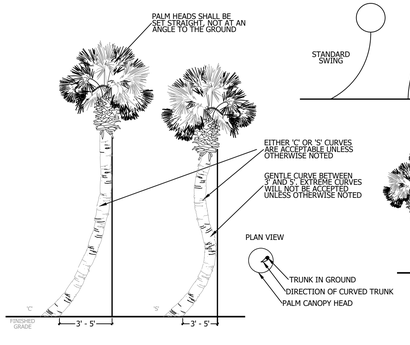
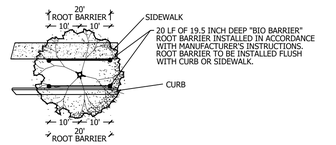


CURVED PALM TRUNK DETAIL

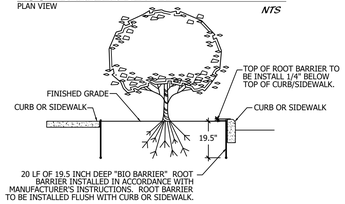
NTS



ROOT BARRIER DETAIL

PLAN VIEW

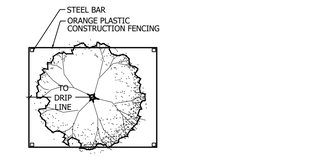
NTS



ROOT BARRIER DETAIL

SECTION VIEW

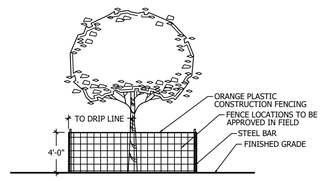
NTS



TREE PROTECTION DETAIL

PLAN VIEW

NTS



TREE PROTECTION DETAIL

SECTION VIEW

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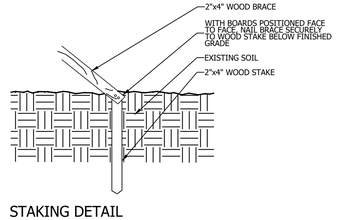

STAKING DETAIL

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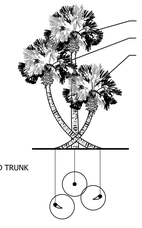

LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FORT PIERCE LAND DEVELOPMENT REGULATIONS. THE CITY OF FORT PIERCE LANDSCAPE CODE (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF FORT PIERCE, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE CITY OF FORT PIERCE CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET. TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6') FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE. THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV., VEGETATION REMOVAL REQUIREMENTS IN THE CITY OF FORT PIERCE CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

LANDSCAPE WARRANTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

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TREASURE TOWNHOMES

Fort Pierce, Florida

DESIGNED	ACE
DRAWN	ACE
APPROVED	ACE
JOB NUMBER	24-0303
DATE	07-17-24
REVISIONS	10-18-24
	01-28-25

SHEET 5 OF 6

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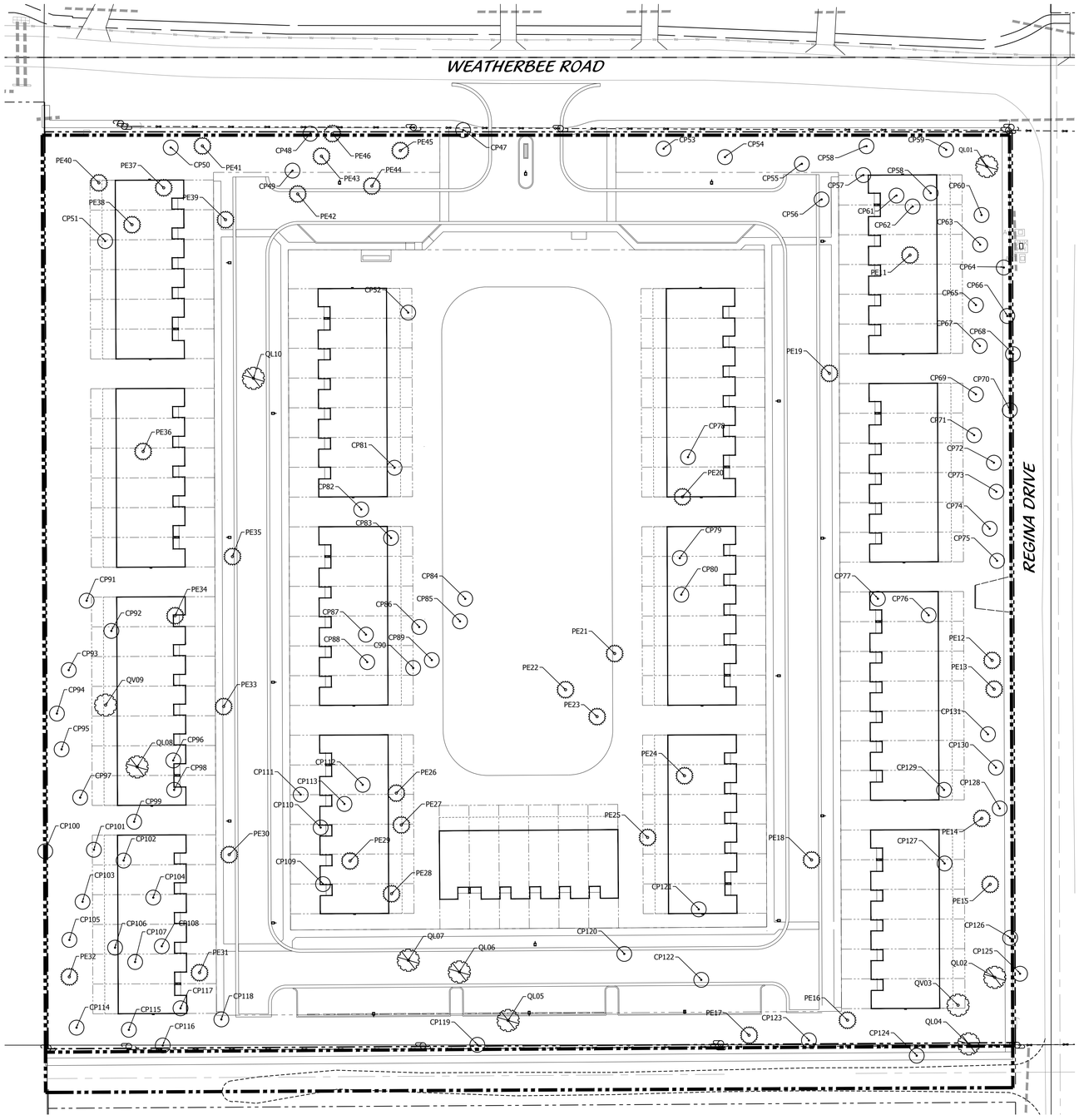

TREE INVENTORY

POINT	SPECIES	"DBH	CT	REMOVED	RELOCATED
1	LAUREL OAK	29		X	
2	LAUREL OAK	17		X	
3	LIVE OAK	21.5		X	
4	LAUREL OAK	14		X	
5	LAUREL OAK	17		X	
6	LAUREL OAK	17		X	
7	LAUREL OAK	15.75		X	
8	LAUREL OAK	15		X	
9	LIVE OAK	16		X	
10	LAUREL OAK	17		X	
11	SLASH PINE	14		X	
12	SLASH PINE	14		X	
13	SLASH PINE	14.5		X	
14	SLASH PINE	14		X	
15	SLASH PINE	14		X	
16	SLASH PINE	15.25		X	
17	SLASH PINE	14		X	
18	SLASH PINE	18.5		X	
19	SLASH PINE	14		X	
20	SLASH PINE	15		X	
21	SLASH PINE	23.25		X	
22	SLASH PINE	20		X	
23	SLASH PINE	20		X	
24	SLASH PINE	16		X	
25	SLASH PINE	21.5		X	
26	SLASH PINE	19		X	
27	SLASH PINE	19		X	
28	SLASH PINE	21		X	
29	SLASH PINE	16		X	
30	SLASH PINE	16.25		X	
31	SLASH PINE	16.5		X	
32	SLASH PINE	15.5		X	
33	SLASH PINE	14		X	
34	SLASH PINE	17		X	
35	SLASH PINE	23.25		X	
36	SLASH PINE	18		X	
37	SLASH PINE	26		X	
38	SLASH PINE	21		X	
39	SLASH PINE	15		X	
40	SLASH PINE	19		X	
41	SLASH PINE	22.5		X	
42	SLASH PINE	24		X	
43	SLASH PINE	18		X	
44	SLASH PINE	17		X	
45	SLASH PINE	14		X	
46	SLASH PINE	14		X	
47	CABBAGE PALM		>10'		X
48	CABBAGE PALM		>10'		X
49	CABBAGE PALM		>10'		X
50	CABBAGE PALM		>10'		X
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61	CABBAGE PALM		>10'		X
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86	CABBAGE PALM		>10'		X
87	CABBAGE PALM		>10'		X
88	CABBAGE PALM		>10'		X
89	CABBAGE PALM		>10'		X
90	CABBAGE PALM		>10'		X
91	CABBAGE PALM		>10'		X
92	CABBAGE PALM		>10'		X
93	CABBAGE PALM		>10'		X
94	CABBAGE PALM		>10'		X
95	CABBAGE PALM		>10'		X
96	CABBAGE PALM		>10'		X
97	CABBAGE PALM		>10'		X
98	CABBAGE PALM		>10'		X
99	CABBAGE PALM		>10'		X
100	CABBAGE PALM		>10'		X
101	CABBAGE PALM		>10'		X
102	CABBAGE PALM		>10'		X
103	CABBAGE PALM		>10'		X
104	CABBAGE PALM		>10'		X
105	CABBAGE PALM		>10'		X
106	CABBAGE PALM		>10'		X
107	CABBAGE PALM		>10'		X
108	CABBAGE PALM		>10'		X
109	CABBAGE PALM		>10'		X
110	CABBAGE PALM		>10'		X
111	CABBAGE PALM		>10'		X
112	CABBAGE PALM		>10'		X
113	CABBAGE PALM		>10'		X
114	CABBAGE PALM		>10'		X
115	CABBAGE PALM		>10'		X
116	CABBAGE PALM		>10'		X
117	CABBAGE PALM		>10'		X
118	CABBAGE PALM		>10'		X
119	CABBAGE PALM		>10'		X
120	CABBAGE PALM		>10'		X
121	CABBAGE PALM		>10'		X
122	CABBAGE PALM		>10'		X
123	CABBAGE PALM		>10'		X
124	CABBAGE PALM		>10'		X
125	CABBAGE PALM		>10'		X
126	CABBAGE PALM		>10'		X
127	CABBAGE PALM		>10'		X
128	CABBAGE PALM		>10'		X
129	CABBAGE PALM		>10'		X
130	CABBAGE PALM		>10'		X
131	CABBAGE PALM		>10'		X
	SUM OAK "DBH:	179.25			
	SUM PINE "DBH:	634			
	SUM SABAL COUNT:	85			

TREE MITIGATION

TOTAL CABBAGE PALMS TO BE RELOCATED ONSITE: 85

TOTAL OAK "DBH REMOVED: 179.25"
TOTAL OAK "DBH REPLANTED: 157.5"
57 QV1 UPSIZED FROM 2.5" TO 5": 57 X 2.5 = 142.5"
30 QV4 UPSIZED FROM 2.5" TO 3": 30 X .5 = 15"

TOTAL PINE "DBH REMOVED: 634"
TOTAL PINE "DBH REPLANTED: 637"
88 PE AT 4": 88 X 4 = 352"
190 PE AT 1.5": 190 X 1.5 = 285"

TOTAL "DBH REQUIRING MITIGATION: 813.25"
TOTAL "DBH REPLANTED: 794.5"
TOTAL "DBH REMAINING: 18.75"

FEE-IN-LEUI: 18.75" X $250 = $4,687.5"

TREE MITIGATION

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

407 E WEATHERBEE ROAD

Ballarena Group
Fort Pierce, Florida

DESIGNED ACE
DRAWN ACE
APPROVED ACE
JOB NUMBER 24-0303
DATE 07-17-24
REVISIONS 10-18-24
01-28-25

SHEET 1 OF 1

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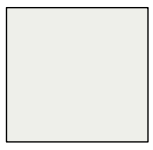
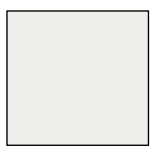
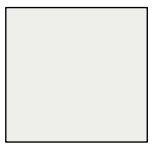
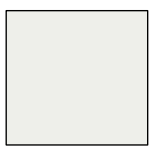
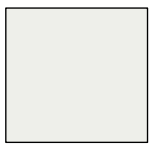
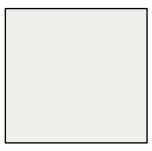
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.



Ryan (FL) Lake Core & Simply Ryan/Lifestyle Single Family Attached (SFA) Exterior Color Schemes

Scheme	Primary Siding (Sherwin Williams)	Accent Siding (Sherwin Williams)	Trim (Sherwin Williams)	Shutter Color	Front Door Paint Color	Environmental Stone (if applicable)	Boral Dutch Quality Stone (if applicable)	Shingles
Lake TH 01	Tradewind (SW6218)	Nebulous White (SW7063)	Extra White (SW7006)	Dovetail (SW7018)	Dovetail (SW7018)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2001								
Lake TH 02	Meditative (SW6227)	Meditative (SW6227)	Extra White (SW7006)	Extra White (SW7006)	Convival Yellow (SW6393)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2002								
Lake TH 03	Uncertain Gray (SW6234)	Misty (SW6232)	Extra White (SW7006)	Marea Baja (SW9185)	Marea Baja (SW9185)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2003								
Lake TH 04	Light French Gray (SW0055)	Light French Gray (SW0055)	Extra White (SW7006)	Westchester Gray (SW2849)	Meditative (SW6227)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2004								
Lake TH 05	Rare Gray (SW6199_)	Aloof Gray (SW6197)	Extra White (SW7006)	Mount Etna (SW7625)	Mount Etna (SW7625)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2005								
Lake TH 06	Oyster Bay (SW6206)	Oyster Bay (SW6206)	Extra White (SW7006)	Salty Dog (SW9177)	Salty Dog (SW9177)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2006								
Lake TH 07	Dorian Gray (SW7017)	Repose Gray (SW7015)	Extra White (SW7006)	Extra White (SW7006)	Tradewind (SW6218)	Carolina Ledgestone	Quail Gray Weather Ledge	Rustic Black
ETF2007								

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

BUREAU OF FIRE PREVENTION

SITE PLAN REVIEW

TO: Site Plan Applicant

SITE PLAN: PZSITE 2024-00008-Weatherbee Road Townhomes

REVIEW DATE: 10/9/2024, 10/28/2024

PLANNER: Kerry C. Driver

REVIEWED BY: Captain Andres Elizondo, Lt Jesse Almand

Site Plan Approved with conditions: _X_____

Site Plan Requires Re-submittal: _____

Site Plan Rejected: _____

The Following Conditions/Revisions Are Necessary:

1. ~~**Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.**~~ **Received 10/28/2024**

2. ~~**Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.**~~ **Received 11/5/2024**

3. ~~**Please provide an electronic revised copy of the site plan (pdf format).**~~ **Received 10/28/2024**

4. ~~**Please provide written acknowledgement of the conditions/revisions provided**~~ **Received 10/28/2024**

5. **A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems. Acknowledged 10/28/2024**

ST. LUCIE COUNTY FIRE DISTRICT
Community Risk Reduction Division
Office of the Fire Marshal

Telephone: **(772) 621-3322**
Fax: **(772) 621-3604**

6. **Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4). Surface. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)** **Acknowledged 10/28/2024**

7. **Security gates must either be manned 24 hour/day or provide an access control key switch on the control panel to allow for Fire Department entry in an emergency. Security gates must maintain a clear width of 12 feet when open and provide a means to open the gates manually upon loss of power. (SLCFD Resolution 740-23)** **Acknowledged 10/28/2024**

8. **Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.)** **Acknowledged 10/28/2024**

9. **The Fire District reserves the right for future comments at the site plan & building construction phase.** **Acknowledged 10/28/2024**

10. **Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)*** **Acknowledged 10/28/2024**

11. **Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheel base, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)** **Acknowledged 10/28/2024**

12. **Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)** **Acknowledged 10/28/2024**

13. **A fire department access road shall extend to within 50 ft (15 m) of at least one exterior door that can be opened from the outside and that provides access to the interior of the building. (NFPA 1.18.2.3.2.1)** **Acknowledged 10/28/2024**

14. **Where a one- or two-family dwelling, or townhouse, is protected with an approved automatic sprinkler system that is installed in accordance with NFPA 1 Section 13.3, NFPA 13D or NFPA 13R, the distance in 18.2.3.2.1 shall be permitted to be increased to 150 ft (46 m). (NFPA 1.18.2.3.2.1.1)** Acknowledged 10/28/2024

15. **Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.** Acknowledged 10/28/2024

16. **An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4.**
    Acknowledged 10/28/2024
17. **Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.**
    Acknowledged 10/28/2024

18. **The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.**
    Acknowledged 10/28/2024

19. **Where underground water mains and hydrants are to be provided, they shall be installed, completed, and in service prior to commencing construction work on any structure. It is not intended to prohibit the construction of non-combustible structure foundation elements such as foundations and footings prior to the completion of underground water mains and hydrants (NFPA 1 16.4.3.1.3).**
    Acknowledged 10/28/2024

20. **The minimum size of water mains for supplying water for firefighting purposes shall be six (6) inches. b. The minimum size of water mains supplying hydrants on a dead end main shall be eight (8) inches. c. The maximum number of hydrants located on a dead end main shall be one (1). d. Grid or Tee systems shall be supplied by a minimum of an eight (8) inch looped main. Exceptions may be granted based**

on the capacity of the water distribution system but in no case shall the main size be less than six (6) inches. e. The minimum size water main(s) shall be determined by the needed fire flow as established by the Fire Marshal and based on the current Insurance Service Office (ISO) requirements. **Acknowledged 10/28/2024**

21. **Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).** **Acknowledged 10/28/2024**

22. **Site Plans submitted in accordance with this Fire Prevention Code shall include the size, layout, and offsite connections for the water distribution system and the location of all existing and proposed fire hydrants within one thousand (1,000) feet of the proposed project.** **Acknowledged 10/28/2024**

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

October 18, 2024

Kerry Driver
Planning Department
City of Fort Pierce
100 North US 1
Fort Pierce, FL 34950

Project Name: Treasure Townhomes 407 Weatherbee
Application Type: Site plan Application
Project Number: PZSITE2024-00001

Dear Kerry,

Please see below the responses to Staff's initial review for Gordy Creek, provided on August 14, 2024.

Fort Pierce Planning Department

Resubmittal of Site Plan is required to reflect the following:

a) The acreage should reflect correct size of 9

Response: The approximately half acre which Poinsettia Ave is located is owned by the applicant. Although the applicant is relinquishing this area to preserve the road, it was agreed with the City that the acreage would still be counted towards the site calculations. Additional documentation is included in this resubmittal explaining the situation.

b) The Capacity Analysis West has it listed as single-family when it should reflect a Mobile Home Park

Response: Acknowledged, please see updated Concurrency Review form.

c) Architecture design should reflect more innovative and building and elevation renderings with innovative design features. Landscape renderings should be included. Please refer to Innovative Design Code Sec. 125-243

Response: The applicant is no longer requesting a density bonus through innovative design.

d) Site Plan should reflect the following:
   - Dumpster location with coverage
   - Amenities center
   - Mail kiosk
   - Water (lake) feature
   - Stop signs, stop bars, and directional arrow striping will need to be placed in proper intersection locations throughout the property
   - Building height

Response: No dumpster, mail kiosk, or amenity center is being provided in this development. Building height has been added to the site data at a maximum of 23' feet.

e) Clarify if site plan buffer is a ditch or actual landscape buffer

Response: The 15' landscape buffer is landscaped.

f) Provide Design Review narrative

Response: Acknowledged, please see attached a separate narrative for design review.

g) Sidewalk required along the property line of Regina Dr.

Response: The 5' sidewalk is already included in the Site Plan and Civil Plan.

h) Environmental Survey is needed.

Response: Acknowledged, please see updated environmental report attached.

i) Please adhere to Sec. 127-37 General Landscaping requirements:
   1. Landscape strips. Between street right-of-way and vehicular use, building and retention/detention areas, there shall be a landscaped strip of land, except where driveways are locate, meeting these requirements:
      a. The strip shall be at least 6 feet wide for lots under 10,000 square feet of required landscape area. The remainder of the required landscape area shall be completely covered with grass, ground cover or other landscaped treatment and shall additionally contain a screen of landscaping which shall be installed and maintained so as to form a 36-inch or higher continuous, unbroken, solid, visual screen within a maximum of one year after the landscaping takes place, except in clear vision areas required in Sec. 125-308.

Response: There is an 8' landscape strip between the road and the sidewalk, meeting this requirement.

Fort Pierce Engineering Department

1. The submittal Boundary Survey was not signed and sealed. A signed and sealed survey shall be submitted in accordance with the City of Fort Pierce Code of Ordinance Section 119(2)(a)(7).

Response: Acknowledged, please see the signed and sealed boundary survey included in this resubmittal.

2. The site plan shall be revised to have dumpster locations in accordance with the City of Fort Pierce Code of Ordinance Section 125-313(a)(3)(c)(12).

Response: No dumpsters are being proposed on this site, each unit will have individual roll out cans.

3. Provide sidewalks on both sides of the development's interior roadways.

Response: Acknowledged, the plans have been revised to show sidewalks on both sides of the street.

4. Is the development to be platted or remain under one ownership? If platting is proposed, please update the site plan to reflect the proposed lot/tract boundaries.

Response: A plat and will be prepared and submitted at a later date. Tracts are not required to be shown on a site plan per the submittal requirements listed under Section 125-313

5. The site plan shall be updated with the note "All construction shall comply with the City of Fort Pierce Code of Ordinance Sections 107, 119 and 125."

Response: Acknowledged, the requested note has been added to the Site Plan at the bottom right corner of Sheet 1.

6. The site plan shall be updated with the size of the lake on the plan.

Response: The site data includes the size of the like, 0.84 acres, plus 0.41 acres of LME and lake planting area. This value has been added to the graphics for clarity.

7. The site proposes a total of 36 visitor parking stalls (35 regular and 1 handicapped). Please revise the plan to indicate two (2) of the stalls as being ADA accessible in accordance with the Americans with Disabilities Act.

Response: Acknowledged, a second ADA space has been added to the southern end of the property. There are now 34 regular spaces and two ADA spaces, one at each end of the property.

8. Indicate the proposed driveway widths servicing the townhome units.

Response: The driveways have been labeled at 10', please see the labels provided on building #5 on the Site Plan.

9. The site plan shall be updated with a stop sign that shall be placed at the outbound driveway entrance within the property boundary.

Response: Acknowledged, the stop signs and stop bar are located at the outbound driveway and crosswalk intersections. Labels have been added to make these clearer.

10. Drive aisles shall be updated to 26 feet when abutting parking stalls in accordance with the City of Fort Pierce Code of Ordinance Section 125-315(c)(5)(b)(1).

Response: Acknowledged, the drive isle at the southern edge of the property adjacent to the on-street parking spaces has been updated to 26 feet.

11. Parking stall shall include bumper rails in accordance with the City of Fort Pierce Code of Ordinance Section 125-315(c)(7).

Response: The parking details on Sheet 2 of the Site Plan show wheel stops at the end of the parking space. These are applicable for the parking spaces along the southern edge of the property. The wheel stops are also labeled along those southern parking spaces on Sheet 1 of the Site Plan.

<u>Advisory Comments</u>

1. E. Weatherbee Road and Regina Drive are Saint Lucie County (SLC) roadways. A driveway connection permit shall be approved by SLC.

Response: Acknowledged, the applicant will coordinate with Fort Pierce and St. Lucie County on this permit.

2. Saint Lucie County shall advise for turn lanes and any further roadway improvements along the E. Weatherbee Road right of way.

Response: Acknowledged.

3. A permit shall be required to outfall to the North Saint Lucie River Water Control District (NSLRWCD) canal.

Response: Acknowledged, this will be processed by the project engineer at the appropriate time.

4. A South Florida Water Management District (SFWMD) permit shall be required.

Response: Acknowledged, this will be processed by the project engineer at the appropriate time.

5. An updated Environmental Assessment shall be required.

Response: Please see the updated Environmental Assessment as requested.

6. The project shall have a Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit in place prior to conducting any land clearing operations as the submitted Environmental Assessment indicates that gopher tortoises are present on the site.

Response: Acknowledged, this will be coordinated by the project environmental engineer.

7. The drainage plan was reviewed conceptually and will be reviewed in depth.

Response: Acknowledged. An updated conceptual civil plan is included in this submittal and a more detailed one will be provided at Site Development Permit.

Fort Pierce Building Department

1. Building Official or his representative has no comment at the time of this meeting but reserves the submission of comments upon comments upon completion of the official plan review.

Response: Acknowledged.

2. Pre-construction meeting with the City's building Department is requested.

Response: Acknowledged, a pre-construction meeting will be held at the appropriate time.

3. All new construction or alterations shall meet the requirements pf the Florida Building Code 8th Edition.

Response: Acknowledged.

4. Building Permit required.

Response: Building permits will be applied for at the appropriate time.

5. Signed and sealed construction drawings required.

Response: These will be provided when finalized at Site Development Permit stage.

6. Must meet the following Accessibility requirements:
    a. Accessed route

b. Handicapped parking spaces
c. Means of egress

Response: The construction plans meet these requirements.

7. Final plat and approved parcel ID's required to submit of DPCR and building permit review.

Response: Acknowledged, this will be provided and applied for.

8. Shall meet Fire Prevention Code:
    a. Sprinkler system is required
    b. Smoke alarm system is required

Response: Sprinklers are required if a firefighting hose is not able to reach an area of the building, which is not the case in these buildings. All sides and areas of the buildings will be reachable by a firefighter's hose.

Fort Pierce Police Department

Regarding the construction of the proposed multi-family dwelling units, please keep in mind the impact it may have upon the police department with regards to calls for service. While the frequency and exact type of calls cannot be predicted at this time, it should be presumed that calls for service will arise from within this project, once it is completed and occupied by the intended users. A table is included below, showing the predicted needs for additional police officers based on the proposed development.

Current population of Ft Pierce (2021 Census)		47927
Current total of Officers Ft Pierce PD (FY24)		141
Current rate of Officers per 1000 population		2.9
Number of proposed housing units		114
Average number of people per household	x	2.5
total proposed population increase		285
	/1000	0.285
	x	2.9
Additional Officers Necessary		0.83

Response: Please notice the units have been reduced to 94, generating a new calculation for an additional 0.68 officers.

St. Lucie County Planning Department

The prior Site Plan's Traffic Impact Report was evaluated, but due to changes in adjacent traffic volumes and other project approvals (i.e. Preserve at the Savannahs, etc.), review for the current project is anticipated. The City should evaluate design transition from the project's edges to adjacent homes, and roadways – further considering secondary access on Regina.

St. Lucie County PW/Engineering

Corrections:

1. A 5-foot sidewalk is required along Poinsettia Avenue

Response: A 40-foot ROW dedication is being provided for the portion of Poinsettia Ave which encroaches onto the property. The attached Survey Report file details this encroachment and discrepancy of the road.

2. A traffic analysis review by the County's third-party consultant is required at the cost of the applicant. Please provide written acknowledgement to this comment and authorization to proceed.

Response: Please see the attached letter from the applicant authorizing the third-party traffic reviewer to proceed.

3. Please confirm that gated access is not being requested.

Response: This is correct, no gates are proposed for this development.

Conditions:

1. A Site Development Permit is required prior to performing site improvement activities

Response: Acknowledged, a Site Development Permit will be submitted by the project engineer in the near future.

City Clerk Office

No comments at this time.

Code Enforcement

No comments at this time.

Fort Pierce Utilities Authority

- W/WW Engineering: Concept Approved
  - To connect water and wastewater services please submit Utility Plan (2 complete sets) along with a completed commercial service application, plan review application and lift station calculations to FPUA's Water and Wastewater Engineering department, at 1701 S 37th Street Fort Pierce Florida 34947. Please see the Developer's Responsibilities page attached or on the FPUA website for important steps to guide through the entire process including utility details and permit applications (link below). For questions, please contact Shane Ostrander sostrander@FPUA.com or 772-466-1600 ext 3468
  - Electric Engineering: The submission is outside of the FPUA electric service area.
  - Gas: Approved. Natural gas is available.
  - FPUAnet Fiber: FPUAnet Approves.

Response: Acknowledged.

St. Lucie County Fire District

1. Please submit a completed application for Development/Site Plan Review (St. Lucie County Fire District Development & Site Plan Review Application). This form is available on-line at https://www.slcfd.com.

Response: Acknowledged, an application to the fire district is being submitted with this resubmittal.

2. Fire District review fees are due at the time of submittal. An abbreviated fee schedule is included on the application form.

Response: The fire district application fee is being provided to the Fire District.

3. Please provide an electronic revised copy of the site plan (pdf format).

Response: An electronic copy of the plans have been submitted to the Fire District.

4. Please provide written acknowledgement of the conditions/ revisions provided.

Response: Please see acknowledgement and responses below.

5. A separate review and permit is required for Underground Fire Mains connected to standpipes or sprinkler systems.

Response: Acknowledged.

6. Fire department access roads provided in accordance with 18.2.3 shall be provided at the start of a project and shall be maintained throughout construction. (NFPA 1 16.1.4) Surface.

Response: These access roads will be provided and maintained during construction.

7. Fire department access roads shall be designed and maintained to support the imposed loads of fire apparatus and shall be provided with an all-weather driving surface. (NFPA 1.18.2.3.5.2)

Response: Acknowledged.

8. Per the St. Lucie County Fire District Fire Prevention Code Resolution 740-23, at least 13 feet 6 inches nominal vertical clearance shall be provided and maintained over the full width of all means of access (including, but not limited to trees, canopies, etc.)

Response: Acknowledged.

9. The Fire District reserves the right for future comments at the site plan & building construction phase.

Response: Acknowledged, any additional comments will be addressed in future.

10. Fire apparatus access roads shall be provided such that any portion of the facility or any portion of an exterior wall of the first story of the building is located not more than 150 ft from fire apparatus access roads as measured by an approved route around the exterior of the building or facility. NFPA 1 18.2.3.2.2. (*Installation of a sprinkler system will be required if this distance requirement is not met.)*

Response: Acknowledged.

11. Be advised: Dimensions of largest vehicle are as follows: 38 tons or 77,000 lbs, 47.5 ft. total length, 21.5 ft. wheelbase, 10.5 ft. total width, 41.5 degree turning radius. (SLCFD Resolution 740-23)

Response: Acknowledged.

12. Minimum roadway pavement width (two-way traffic) shall be twenty (20) ft. (SLCFD Resolution 740-23)

Response: Acknowledged, the onsite roads meet this requirement.

13. Multiple Access Roads. More than one fire apparatus access road shall be provided when it is determined by the AHJ that access by a single road could be impaired by vehicle congestion, condition of terrain, climate conditions, or other factors that could limit access. (NFPA 1 18.2.3.3)

Response: There are two ingress and egress lanes for an ingress and egress access of 20' each. If one of these is inaccessible in an emergency, the other one will effectively function as a one-lane ingress and one-lane egress access for emergencies.

14. Fire hydrants (shall be) are provided for buildings other than detached one-and-two-family dwellings IAW both of the following 1) The maximum distance to a fire hydrant from the closest point in the building shall not exceed 400 feet. 2) The maximum distance between fire hydrants shall not exceed 500 feet. NFPA 1:18.5.3. Please provide fire flow calculations for hydrants.

Response: Acknowledged, fire hydrants are being proposed and meeting these requirements.

15. An approved water supply capable of supplying the required fire flow for fire protection (shall be) is identified to all premises upon which facilities, buildings, or portions of buildings which are to be constructed or moved into the jurisdiction. The approved water supply shall be in accordance with NFPA 1:18.4. (NFPA 1.18.3.1)

Response: Acknowledged.

16. Fire department connections shall be located on the street side of buildings and shall be located and arranged so that hose lines can be readily attached to the inlets without interference from any nearby objects, including buildings, fences, landscaping, or other fire department connections. The locations of connections shall be based upon the access requirements of the fire department.

Response: Acknowledged, hose lines will be able to reach all sides of the buildings and access not be incumbered.

17. The distance allowed between the fire department connection and a fire hydrant shall be no more than one hundred fifty (150) feet as a vehicle travels.

Response: Acknowledged.

18. Hydrants shall be located no more than 12ft. from the curb of roadways or from the edge of payment. Clearances of three feet (3 ft.) shall be maintained around the circumference of hydrants. A clear space of not less than five feet (5ft.) shall be provided in front of each hydrant connection having a diameter greater than 2 ½ inches. The center of hose outlet shall be not less than 18 inches above final grade. (SLCFD Fire Prevention Code Resolution 740-23).

Response: Acknowledged.

Florida Department of Transportation

Comments may be forthcoming.

St. Lucie County School Board

Comments may be forthcoming.

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

October 18, 2024

Kerry Driver
Planning Department
City of Fort Pierce
100 N US Hwy 1
Fort Pierce, FL 34950

Treasure Townhomes 407 Weatherbee
PZSITE2024-00001
Design Review Narrative

Consistent with the developments created by the applicant, this neighborhood is designed to provide a sense of community and pride in a townhome project, while still maintaining attainable housing prices for these fee simple lots. From the street view approaching the community, there is a large monument sign at the entrance with detailed landscaping. As residents and visitors turn into the neighborhood, a large central lake with fountains is the first feature they see.

Walking through the community, the architectural features give a sense of place through intricate design, such as gabled and hip roofs, differing first floor and second floor façade materials, and building recesses that create dimension and a dynamic streetscape. Aside from the architectural details, each unit will have landscaping in the front, as well as street trees lining the road. Additionally, the private road is designed with sidewalks on both sides of the road and ample space for emergency vehicles. Street parking is also available at the northern and southern edges of the site for any additional visitors. Streetlights are provided at reasonable intervals to enhance the community, ensuring safety and visibility during the later hours.

Surrounding the site is a luscious landscape buffer; 25’ on the north side, 20’ on the west side, and 15’ on the south and east sides. The east buffer includes a 5’ sidewalk on the outer side, to enhance the Regina Drive corridor and provide quality pedestrian connection north and southbound. Additionally, the inside of these east and west buffers are abutted by a 10’ swale before reaching the back yards and patios of the townhomes. These swales are intended to provide additional habitat for native fauna, as well as aid in the drainage system. The applicant is also promoting environmental measures to relocate approximately 65% of the existing trees onsite, as opposed to removing and mitigating them.

Cotleur & Hearing
LC26000535
LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION
1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

October 7, 2024

City of Fort Pierce
Planning Department
100 N US Highway 1
Fort Pierce, FL 34950

407 Weatherbee
Site Plan Application
Narrative

Description:
Parcel ID: 3403-501-0025-000-5
Site Location: East of US-1, on the south side of E Weatherbee Rd, west of Regina Dr
Project Site: 9.574 acres
Existing Land Use: RM
Existing Zoning: R-4

To whom it may concern,

On Behalf of the applicant, Treasure Townhomes LLC, please accept this narrative as part of the Site Plan application for the proposed residential development project on E Weatherbee Road, west of Regina Drive. This 9-acre site has an existing land use of RM and existing zoning of R-4 and is identified as Parcel ID 3403-501-0025-000-5 and has an address of 4601 Regina Drive.

Due to the site's proximity to the major commercial corridor of US Highway 1, being within 1,500 feet, this site is optimal for medium density residential, as also demonstrated by the existing Land Use and Zoning designations. The proposed townhome community is an excellent transition between the existing Tanglewood Mobile Home Park to the west (with an existing zoning of C-3) and the single-family residences to the east.

The applicant is proposing a total of 94 townhome units, divided into 16 six- and seven-unit buildings, consistent with the permitted medium-density residential density of no more than 12 units per acre. These units are also consistent with the existing R-4 permitted density of up to 10 units per acre. The applicant is not requesting the density bonus of an additional 2du/ac for innovative design.

There is no native upland habitat located on site. The environmental assessment report acknowledges that there is native vegetation present, but they are not considered to be native habitat due to not having significant associations. Please see attached environmental assessment report representing sample of vegetative species observed during the site visit.

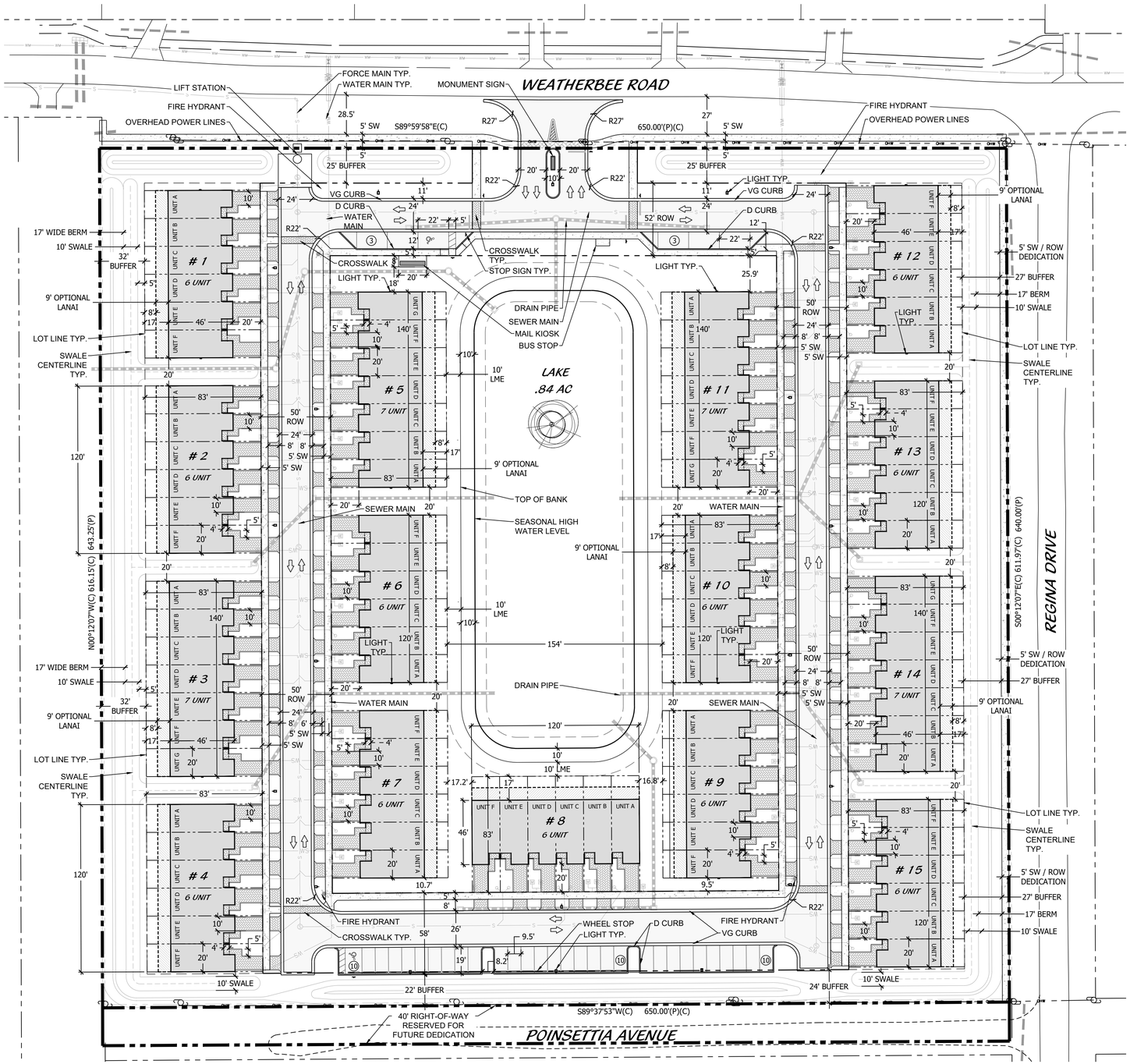
This ungated community will feature aesthetic architecture compatible with the surrounding residences. The first floor façade will be of textured stucco, while the second floor will feature vertical and horizontal siding veneer, preventing visual monotony and creating depth and dimension to the buildings. The central lake will act as the focal point of the community.

We look forward to working with staff to facilitate the development of this project. Should you have any questions or clarification about this project, please do not hesitate to contact me at dsorrow@cotleur-hearing.com or 561-747-6336.

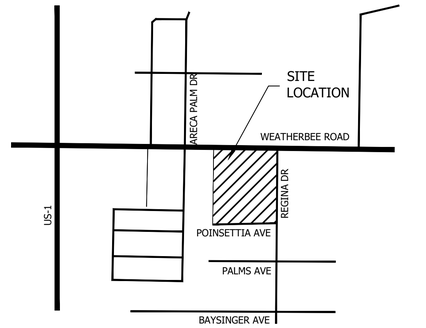
Sincerely,



Daniel T. Sorrow, AICP, PLA, LEED AP BD+C
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458



KEY MAP



LEGEND

HC	HANDICAP	HC SIGN	PARKING LIGHT
LB	LANDSCAPE BUFFER	STOP SIGN	
SB	SETBACK	DO NOT ENTER	BUILDING/ACCENT LIGHT
SW	SIDEWALK	PEDESTRIAN CROSSING	
TYP	TYPICAL		

TREASURE TOWNHOMES SITE DATA

PARCEL: 340350100250005
4601 REGINA DRIVE

LAND USE	**RM**
ZONING	**R-4**
FIRM/FLOOD ZONE	**ZONE X, A; MAP # 12111C0279K**

BUILDING DATA

	ACRES	SQUARE FEET	
TOTAL SITE AREA	**9.574**	**417,043**	
TOTAL BUILDINGS		**15**	**BUILDINGS**
7 UNIT BUILDINGS		4	
6 UNIT BUILDINGS		11	
TOTAL PROPOSED UNITS		**94**	**UNITS**
DENSITY		**9.82**	**UNITS/ACRE**
MEDIAN ROOF HEIGHT		**23'**	

PARKING CALCULATIONS

REQUIRED PARKING	188	SPACES
*1.5 SPACES PER UNIT		
PROVIDED PARKING		
OFF-STREET STANDARD PARKING	34	SPACES
OFF-STREET HANDICAPPED PARKING	2	SPACES
DRIVEWAY PARKING	94	SPACES
GARAGE PARKING	94	SPACES
TOTAL	**224**	SPACES

PERVIOUS/IMPERVIOUS CALCULATIONS

PERVIOUS	ACRES	SQUARE FEET	PERCENT
BUFFER TRACT	1.49	65,055	15.6%
LME & LAKE PLANTING	0.41	17,909	4.3%
40' WIDTH TRACT	0.41	17,916	4.3%
LOT OPEN SPACE	0.76	33,134	7.9%
OTHER LANDSCAPE AREA	0.96	41,852	10.0%
SUB-TOTAL	**4.04**	**175,866**	42.2%
IMPERVIOUS	**ACRES**	**SQUARE FEET**	**PERCENT**
BUILDING COVERAGE	1.86	80,888	19.4%
VEHICULAR USE AREA	1.29	56,129	13.5%
PAVER DRIVEWAYS & WALKS	0.75	32,806	7.9%
OPTIONAL LANAI (MAX COVERAGE)	0.39	16,920	4.1%
SIDEWALKS, CONCRETE PADS	0.41	17,809	4.3%
WATER SURFACE	0.84	36,625	8.8%
SUB-TOTAL	5.54	**241,177**	57.8%
TOTAL	**9.574**	**417,043**	**100.0%**

NOTE: ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCE SECTIONS 107, 109, AND 125

LEGAL DESCRIPTION

LEGAL DESCRIPTION SOURCE (ORB 4723, PG. 2287):

LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 2; LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 3 AND THAT PART OF VACATED ENGLAR AVENUE ADJACENT THERETO, REGINA PALMS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 82, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 9.574 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (AS SURVEYED):

A PARCEL OF LAND LYING IN BLOCKS 2 AND 3, REGINA PALMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 82 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 2; THENCE SOUTH 00°12'07" EAST ALONG THE EAST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF REGINA DRIVE (A 60.00 FOOT RIGHT-OF-WAY) , A DISTANCE OF 611.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POINSETTIA AVENUE (A 40.00 FOOT RIGHT-OF-WAY)(AS LAID OUT AND IN SUE); THENCE SOUTH 89°37'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 650.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (A 60.00 FOOT CANAL RIGHT-OF-WAY); THENCE NORTH 00°12'07" WEST ALONG THE WEST LINE OF SAID BLOCKS 2 AND 3, A DISTANCE OF 616.15 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WEATHERBEE BOULEVARD (A 90.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 89°59'58" EAST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.163 ACRES, MORE OR LESS.

SITE PLAN

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Ivy Development Group
Fort Pierce, Florida

DESIGNED	ACE
DRAWN	ACE
APPROVED	DTS
JOB NUMBER	24-0303
DATE	07-17-24
REVISIONS	10-18-24

SHEET 1 OF 2

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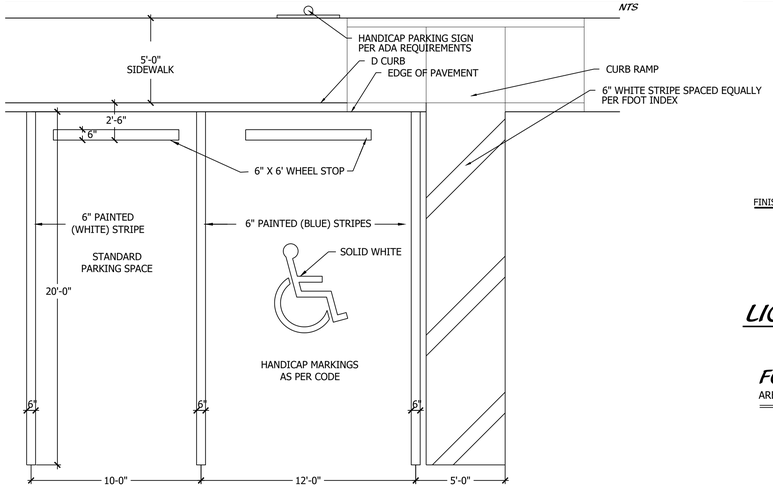
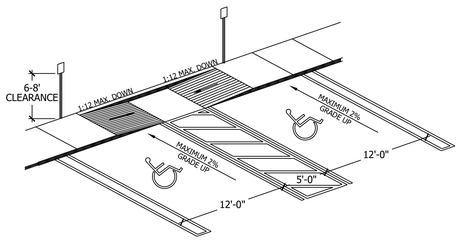
TYPICAL GUEST AND HANDICAP PARKING DETAIL

NTS



HANDICAP RAMP DETAIL

NTS

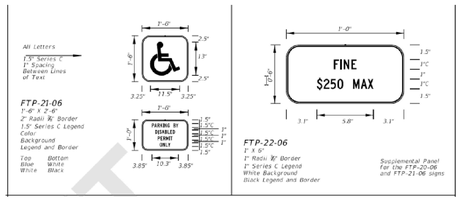


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

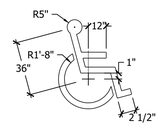
HANDICAP SIGN DETAIL

NTS



HANDICAP SYMBOL DETAIL

NTS

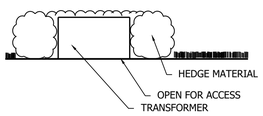


NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL HANDICAP STALLS

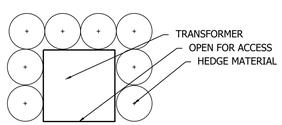
TRANSFORMER DETAIL

NTS

ELEVATION VIEW

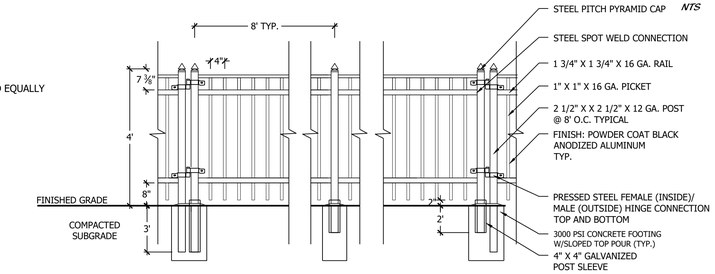


PLAN VIEW



DECORATIVE FENCE DETAIL

NTS



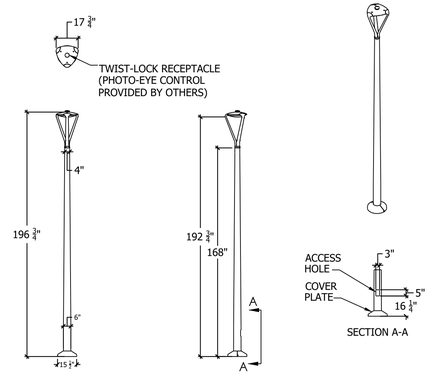
LIGHTING DETAIL

NTS

FGP LIGHT

AREA LIGHT, 16 FT, TYPE 5, WITH COVER PLATE, TWIST LOCK

Date: 10/5/2018
Ph: 800.521.2546
www.landscapeforms.com



landscapeforms Drawing: AG503-04
U.S. Patent No. D752,268
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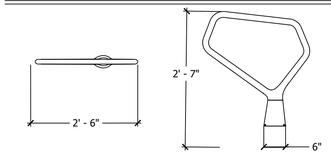
BIKE RACK DETAIL

NTS

FGP BIKE RACK

Product Drawing

Date: 6/8/2015
Ph: 800.521.2546
www.landscapeforms.com



TYPE: LANDSCAPE FORMS FPG BIKE RACK
COLOR: DARK GREY/SILVER
FINISH: POWDER COAT

landscapeforms
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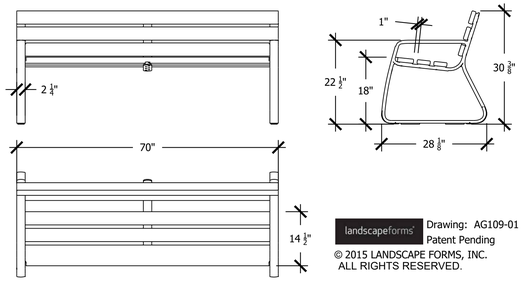
BENCH DETAIL

NTS

FGP BENCH, BACKED, 70", WOOD, END ARMS

Product Drawing

Date: 6/8/2015
Ph: 800.521.2546
www.landscapeforms.com



landscapeforms Drawing: AG109-01
Patent Pending
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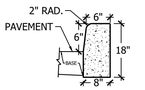
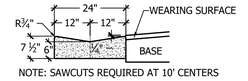
D CURB DETAIL

NTS



VALLEY CURB DETAIL

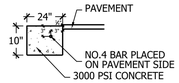
NTS



NOTE: SAWCUTS REQUIRED AT 10' CENTERS

HEADER CURB DETAIL

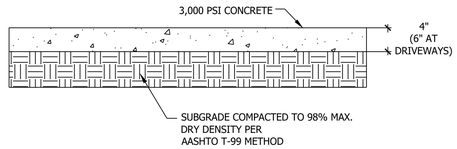
NTS



NOTE: SUBGRADE TO EXTEND 6" BEYOND HEADER CURB

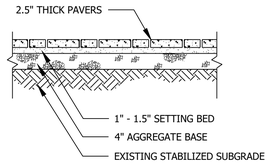
SIDEWALK DETAIL

NTS



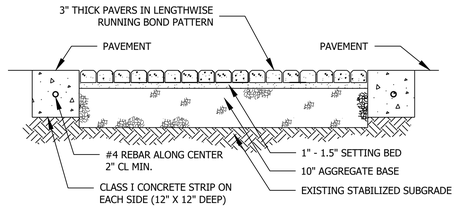
PEDESTRIAN PAVER DETAIL

NTS



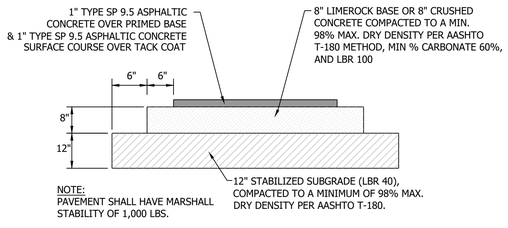
VEHICULAR PAVER DETAIL

NTS



VEHICULAR PAVEMENT DETAIL

NTS



NOTE:
PAVEMENT SHALL HAVE MARSHALL STABILITY OF 1,000 LBS.

SITE DETAILS

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Ivy Development Group
Fort Pierce, Florida

DESIGNED	ACE
DRAWN	ACE
APPROVED	DTS
JOB NUMBER	24-0303
DATE	07-17-24
REVISIONS	10-18-24

SHEET 2 OF 2

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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			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA					
Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

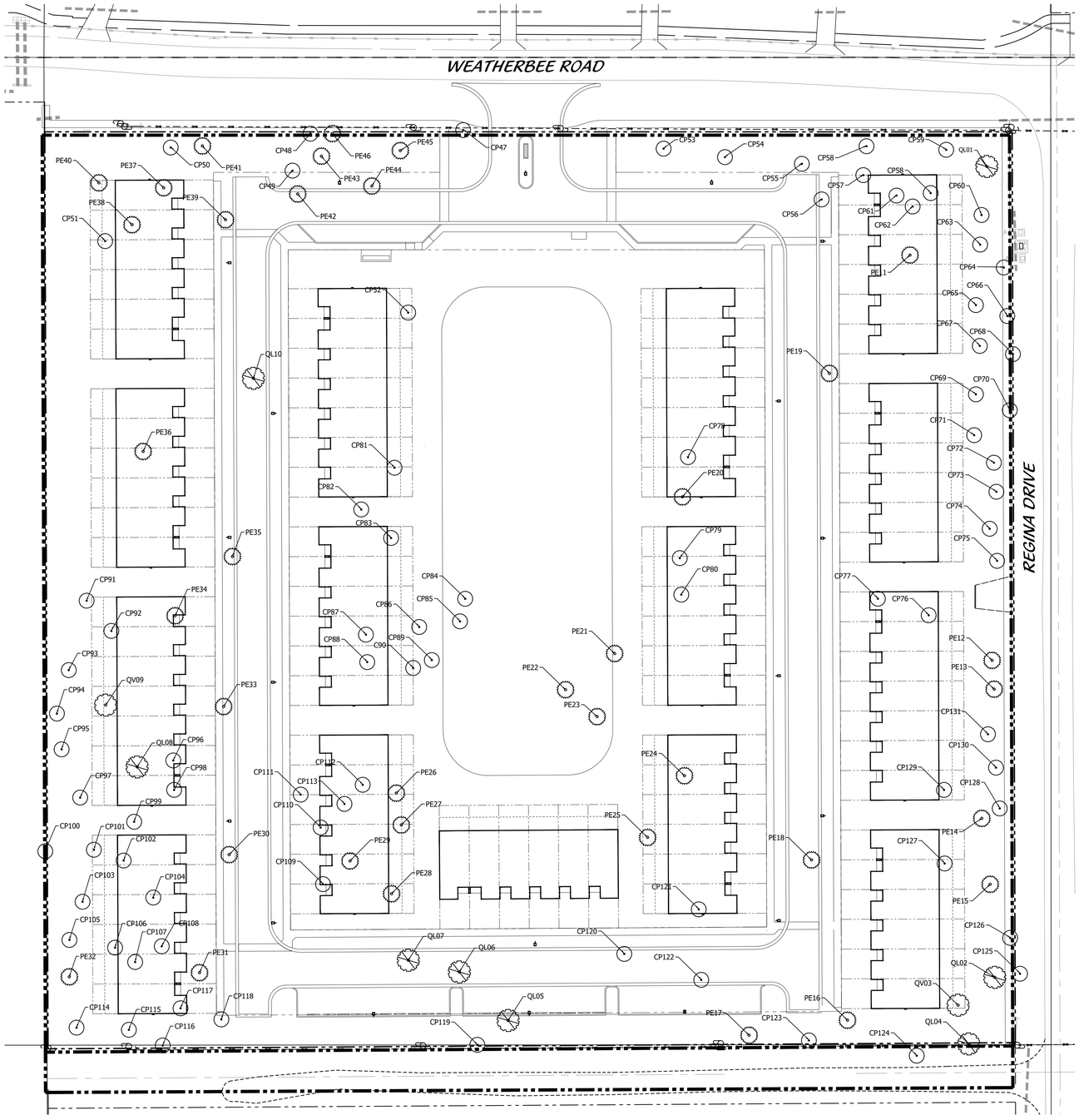
NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding



TREE INVENTORY

POINT	SPECIES	"DBH	CT	REMOVED	RELOCATED
1	LAUREL OAK	29		X	
2	LAUREL OAK	17		X	
3	LIVE OAK	21.5		X	
4	LAUREL OAK	14		X	
5	LAUREL OAK	17		X	
6	LAUREL OAK	17		X	
7	LAUREL OAK	15.75		X	
8	LAUREL OAK	15		X	
9	LIVE OAK	16		X	
10	LAUREL OAK	17		X	
11	SLASH PINE	14		X	
12	SLASH PINE	14		X	
13	SLASH PINE	14.5		X	
14	SLASH PINE	14		X	
15	SLASH PINE	14		X	
16	SLASH PINE	15.25		X	
17	SLASH PINE	14		X	
18	SLASH PINE	18.5		X	
19	SLASH PINE	14		X	
20	SLASH PINE	15		X	
21	SLASH PINE	23.25		X	
22	SLASH PINE	20		X	
23	SLASH PINE	20		X	
24	SLASH PINE	16		X	
25	SLASH PINE	21.5		X	
26	SLASH PINE	19		X	
27	SLASH PINE	19		X	
28	SLASH PINE	21		X	
29	SLASH PINE	16		X	
30	SLASH PINE	16.25		X	
31	SLASH PINE	16.5		X	
32	SLASH PINE	15.5		X	
33	SLASH PINE	14		X	
34	SLASH PINE	17		X	
35	SLASH PINE	23.25		X	
36	SLASH PINE	18		X	
37	SLASH PINE	26		X	
38	SLASH PINE	21		X	
39	SLASH PINE	15		X	
40	SLASH PINE	19		X	
41	SLASH PINE	22.5		X	
42	SLASH PINE	24		X	
43	SLASH PINE	18		X	
44	SLASH PINE	17		X	
45	SLASH PINE	14		X	
46	SLASH PINE	14		X	
47	CABBAGE PALM		>10'		X
48	CABBAGE PALM		>10'		X
49	CABBAGE PALM		>10'		X
50	CABBAGE PALM		>10'		X
51	CABBAGE PALM		>10'		X
52	CABBAGE PALM		>10'		X
53	CABBAGE PALM		>10'		X
54	CABBAGE PALM		>10'		X
55	CABBAGE PALM		>10'		X
56	CABBAGE PALM		>10'		X
57	CABBAGE PALM		>10'		X
58	CABBAGE PALM		>10'		X
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61	CABBAGE PALM		>10'		X
62	CABBAGE PALM		>10'		X
63	CABBAGE PALM		>10'		X
64	CABBAGE PALM		>10'		X
65	CABBAGE PALM		>10'		X
66	CABBAGE PALM		>10'		X
67	CABBAGE PALM		>10'		X
68	CABBAGE PALM		>10'		X
69	CABBAGE PALM		>10'		X
70	CABBAGE PALM		>10'		X
71	CABBAGE PALM		>10'		X
72	CABBAGE PALM		>10'		X
73	CABBAGE PALM		>10'		X
74	CABBAGE PALM		>10'		X
75	CABBAGE PALM		>10'		X
76	CABBAGE PALM		>10'		X
77	CABBAGE PALM		>10'		X
78	CABBAGE PALM		>10'		X
79	CABBAGE PALM		>10'		X
80	CABBAGE PALM		>10'		X
81	CABBAGE PALM		>10'		X
82	CABBAGE PALM		>10'		X
83	CABBAGE PALM		>10'		X
84	CABBAGE PALM		>10'		X
85	CABBAGE PALM		>10'		X
86	CABBAGE PALM		>10'		X
87	CABBAGE PALM		>10'		X
88	CABBAGE PALM		>10'		X
89	CABBAGE PALM		>10'		X
90	CABBAGE PALM		>10'		X
91	CABBAGE PALM		>10'		X
92	CABBAGE PALM		>10'		X
93	CABBAGE PALM		>10'		X
94	CABBAGE PALM		>10'		X
95	CABBAGE PALM		>10'		X
96	CABBAGE PALM		>10'		X
97	CABBAGE PALM		>10'		X
98	CABBAGE PALM		>10'		X
99	CABBAGE PALM		>10'		X
100	CABBAGE PALM		>10'		X
101	CABBAGE PALM		>10'		X
102	CABBAGE PALM		>10'		X
103	CABBAGE PALM		>10'		X
104	CABBAGE PALM		>10'		X
105	CABBAGE PALM		>10'		X
106	CABBAGE PALM		>10'		X
107	CABBAGE PALM		>10'		X
108	CABBAGE PALM		>10'		X
109	CABBAGE PALM		>10'		X
110	CABBAGE PALM		>10'		X
111	CABBAGE PALM		>10'		X
112	CABBAGE PALM		>10'		X
113	CABBAGE PALM		>10'		X
114	CABBAGE PALM		>10'		X
115	CABBAGE PALM		>10'		X
116	CABBAGE PALM		>10'		X
117	CABBAGE PALM		>10'		X
118	CABBAGE PALM		>10'		X
119	CABBAGE PALM		>10'		X
120	CABBAGE PALM		>10'		X
121	CABBAGE PALM		>10'		X
122	CABBAGE PALM		>10'		X
123	CABBAGE PALM		>10'		X
124	CABBAGE PALM		>10'		X
125	CABBAGE PALM		>10'		X
126	CABBAGE PALM		>10'		X
127	CABBAGE PALM		>10'		X
128	CABBAGE PALM		>10'		X
129	CABBAGE PALM		>10'		X
130	CABBAGE PALM		>10'		X
131	CABBAGE PALM		>10'		X
	SUM OAK "DBH:	179.25			
	SUM PINE "DBH:	634			
	SUM SABAL COUNT:	85			

TREE MITIGATION

TOTAL CABBAGE PALMS TO BE RELOCATED ONSITE: 85

TOTAL OAK "DBH REMOVED: 179.25"
TOTAL OAK "DBH REPLANTED: 157.5"
57 QV1 UPSIZED FROM 2.5" TO 5": 57 X 2.5 = 142.5"
30 QV4 UPSIZED FROM 2.5" TO 3": 30 X .5 = 15"

TOTAL PINE "DBH REMOVED: 634"
TOTAL PINE "DBH REPLANTED: 637"
88 PE AT 4": 88 X 4 = 352"
190 PE AT 1.5": 190 X 1.5 = 285"

TOTAL "DBH REQUIRING MITIGATION: 813.25"
TOTAL "DBH REPLANTED: 794.5"
TOTAL "DBH REMAINING: 18.75"

FEE-IN-LEUI: 18.75" X $250 = $4,687.5"

TREE MITIGATION

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

407 E WEATHERBEE ROAD

Ballarena Group
Fort Pierce, Florida

DESIGNED ACE
DRAWN ACE
APPROVED DTS
JOB NUMBER 24-0303
DATE 07-17-24
REVISIONS 10-18-24

SHEET 1 OF 1

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

Cotleur & Hearing

LAND PLANNING • LANDSCAPE ARCHITECTURE • TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

August 23, 2024

City of Fort Pierce
Planning Department
100 N US Highway 1
Fort Pierce, FL, 34950

407 Weatherbee Authorization Acknowledgment

To whom it may concern,

On behalf of the applicant, Treasure Townhomes LLC, please accept this letter of authorization regarding the traffic report for the 9-acre project located at 4601 Regina Drive. The undersigned below grants The City of Fort Pierce authorization to forward the traffic report, pertaining to the 407 Weatherbee project, to their third-party reviewer for further analysis.

For:

Authorized Person

10/08/24
Date

SANTIAGO SILVA
Printed name

NOTARY ACKNOWLEDGEMENT

STATE OF FLORIDA

COUNTY OF Palm beach

I hereby certify that the foregoing instrument was acknowledged before me this 8th day of October, 2024, by Santiago Silva. He or she is personally known to me. produced Florida Drivers license - MC

Notary Public Signature

Manuel candelario
Printed Name

State of Florida at-large

MANUEL CANDELARIO
MY COMMISSION # HH 587418
EXPIRES: August 27, 2028

O'ROURKE ENGINEERING & PLANNING

A TMC Company

TRAFFIC ANALYSIS

FOR

407 E. Weatherbee

Prepared for:

Santiago Silva & Martin Ugarte
IVY DEVELOPMENT COMPANY
12555 Orange Dr.
Davie, FL 33330

Prepared by:

O'Rourke Engineering & Planning
3725 SE Ocean Blvd, Suite 201
Stuart, Florida 34996
772-781-7918

July 9, 2024
SR21062.0
Revised October 7, 2024

PROFESSIONAL ENGINEERING CERTIFICATION

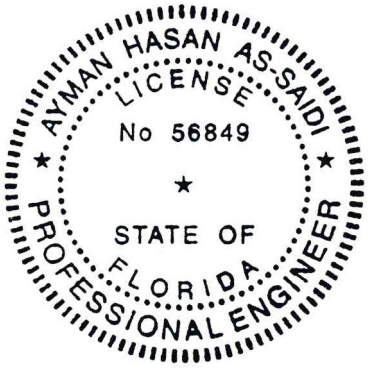
PROJECT: 407 E. Weatherbee

LOCATION: St Lucie County, Florida

CLIENT: Ivy Development Company

I hereby acknowledge that the procedures and references used to develop the results contained in these computations are standard to the professional practice of Transportation Engineering as applied through professional judgment and experience.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY



ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

SUSAN E. O'ROURKE, PE, LLC
3725 SE OCEAN BOULEVARD, SUITE 201
STUART, FLORIDA 34996

CERTIFICATE OF AUTHORIZATION CA-26869

Ayman H. As-Saidi, P.E. № 56849

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APPENDIX B: St. Lucie County 2024 Level of Service Report and FDOT 2023 Quality Level of Service
APPENDIX C: Other Project Data/Growth Rate
APPENDIX D: Intersection Analysis Data
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INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed 407 E. Weatherbee development located on Weatherbee Road, north of Poinsettia Avenue, west of Regina Drive in Ft. Pierce, St. Lucie County, Florida. The project takes access from a full access driveway on Weatherbee Road. The purpose of this report is to determine the project's impact on the surrounding roadway system and its compliance with concurrency requirements.

In order to make the determination, the following analytical steps were taken:

- summary of the project
- summary of existing lane geometrics
- summary of the existing traffic volumes
- assessment of project traffic
- determination of study area
- assignment other traffic plus growth
- evaluation of total traffic

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The 407 E. Weatherbee development proposes 94 Low Rise multi-family units. The project is expected to be completed in 2026. The site is currently vacant. The project's general location is shown in **Figure 1**.

Appendix A includes a site plan of the project.



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O'ROURKE ENGINEERING & PLANNING

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Stuart, Fl, 34996

Job Number: SR21062.0 | Date: 07/10/2024

Legend

= Site Location

Figure 1

Project Location

407 E. Weatherbee

EXISTING CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 5% of the level of service capacity of the roadway and 1% on the adjacent link. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing Lane Geometrics and Traffic Control

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- Weatherbee Road is a two-lane urban collector with a general east/ west alignment.
- US Highway 1 is a four-lane urban principal arterial with a north/south alignment.
- Regina Drive is a two-lane local roadway with a north/south alignment.
- Midway Road is a two-lane urban minor arterial roadway with an east/west alignment.

Existing Traffic Volumes/ Service Volume

Traffic volumes were obtained from the St. Lucie County TPO and FDOT. The count data along with the number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. The service volumes were developed based on the functional classification contained in the County Comprehensive Plan and the St. Lucie County Traffic Counts and Level of Service Report. The 2023 FDOT Quality Level of Service was used to augment data included in the St. Lucie TPO 2024 Level of Service Report. These documents are included in **Appendix B.**

PROJECT TRAFFIC

To estimate traffic generated by the development, the ITE Trip Generation, 11th Edition trip rates for Single Family (Land Use Code 215) were applied to estimate the trips generated by the proposed development. These calculations are shown in **Tables 1a, 1b, and 1c**.

As shown, the project will generate 982 new daily trips. There will be 72 AM peak hour trips with 18 entering the project and 54 trips exiting the project. The project will generate 96 new PM peak hour trips. There will be 57 trips entering the project and 39 trips exiting the project in the PM peak hour.

Table 1A - Trip Generation - Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Single- Family Attached Housing	215	94	DU	T=7.62(X)-50.48	50%	50%	491	491	982
Total							**491**	**491**	**982**

Source: Trip Generation Manual 11th Edition

Table 1B - Trip Generation - AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Single- Family Attached Housing	215	94	DU	T=0.52(X)-5.70	25%	75%	18	54	72
Total							**18**	**54**	**72**

Source: Trip Generation Manual 11th Edition

Table 1C - Trip Generation - PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Single- Family Attached Housing	215	94	DU	T=0.60(X)-3.93	59%	41%	57	39	96
Total							**57**	**39**	**96**

Source: Trip Generation Manual 11th Edition

PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

Distribution/ Assignment – This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 2.**

Impact – Tables 2a and 2b summarize the project impact as a percent of service volume capacity. Significant is defined as 1% or more on an adjacent link and 5% or more on all other links. As shown, the project is significant on E. Weatherbee Road.

OTHER PROJECT TRAFFIC/GROWTH RATE

Existing traffic volumes on Weatherbee Road were grown using a 5-year historical growth rate. The historical growth rate was calculated as 1.01% using the historical AADT from FDOT Florida Traffic Online from 2018 to 2023. Therefore, a minimum growth rate of 2.5% was applied to the analysis. Fort Pierce planners indicated an expansion to the Gator Acres residential development is proposed. The application and traffic analysis have not yet been submitted. However, it is expected there is sufficient capacity on Weatherbee Road to accommodate the expansion. Additionally, there is a proposed self-storage warehouse being proposed in the vicinity of the project. The trips associated with this project were included as committed trips in the analysis.

Details of the background traffic are included in **Appendix C**.

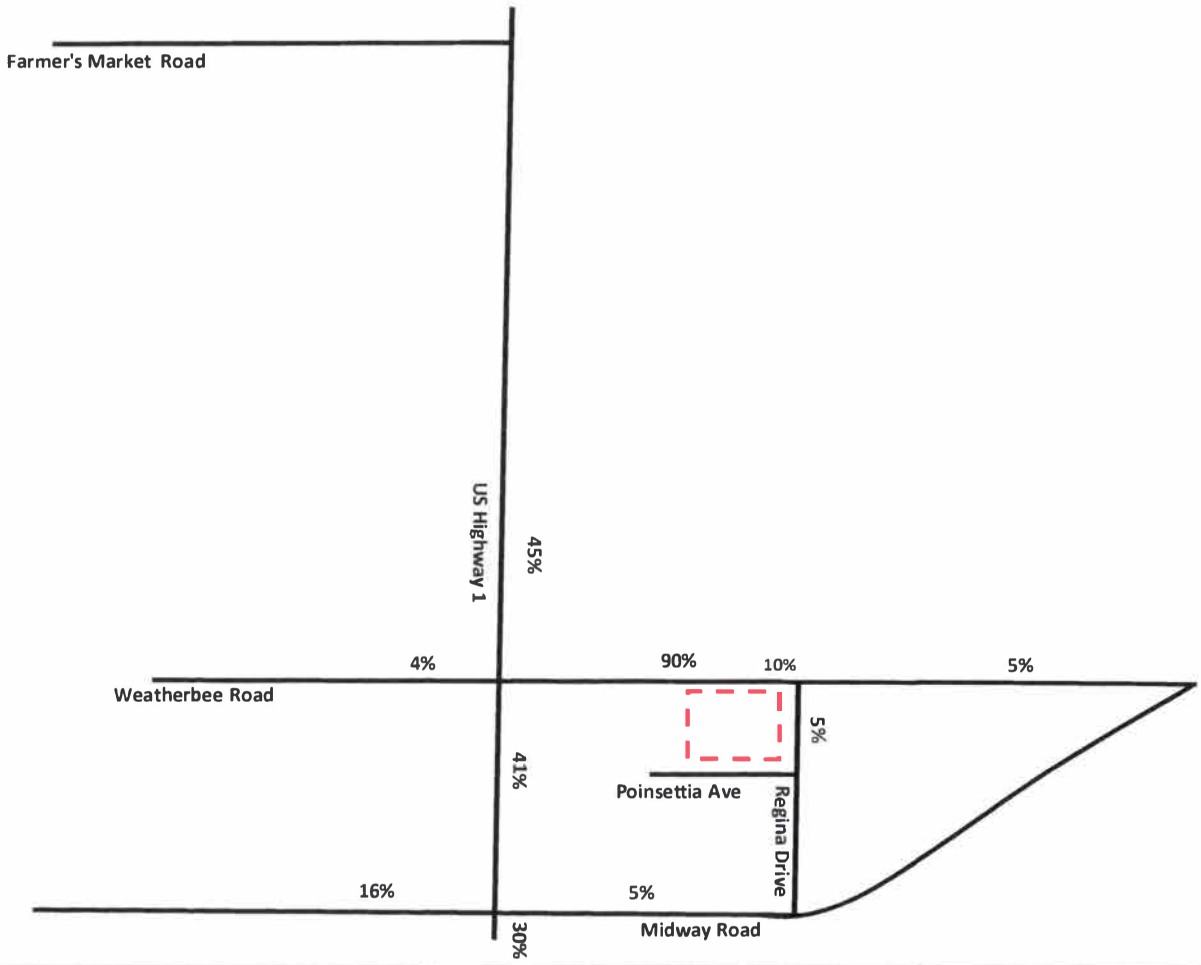
LINK ANALYSIS / REVIEW

The adjacent link of Weatherbee Road was analyzed further to ensure it will meet concurrency. **Tables 3a and 3b** summarize the results of the link analysis. As shown, all roadways will operate at acceptable levels of service at project buildout.

INTERSECTION ANALYSIS

The intersection of US Highway 1 at W. Weatherbee Road was analyzed for the AM and PM peak hours. A turning movement count was conducted at the intersection on June 29, 2021. A peak season factor of 1.09 was applied to the count, which is the average of the seasonal factor east of US 1 and west of US 1. Project traffic and background growth were then added. The existing, 2026 without project, and 2026 with project volumes were then analyzed using Highway Capacity Software HCS.

The intersection will operate at Level of Service C in the AM and D in the PM peak hours from existing conditions through project build out.



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Legend

= Site Location

Figure 2

Project Assignment

407 E. Weatherbee

TABLE 2a - Project Percent Impact - AM

Segment	From	To	Direction	IN/OUT	[2]Greater than 5% (1% on Adjacent Links)	[1] Peak Hour Service Capacity	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
US Hwy 1	E Midway Rd	E Weatherbee Rd	NB	IN	NO	2100	7	0.33%	41%
	E Midway Rd	E Weatherbee Rd	SB	OUT	NO	2100	22	1.05%	41%
	E Weatherbee Rd	Farmer's Market Rd	NB	OUT	NO	2000	24	1.20%	45%
	E Weatherbee Rd	Farmer's Market Rd	SB	IN	NO	2000	8	0.40%	45%
E Weatherbee Rd	US Hwy 1	Project Driveway	EB	IN	NO	750	16	2.13%	90%
	US Hwy 1	Project Driveway	WB	OUT	YES	750	49	6.53%	90%
	Project Driveway	E Midway Rd	EB	OUT	NO	750	3	0.40%	5%
	Project Driveway	E Midway Rd	WB	IN	NO	750	1	0.13%	5%
Regina Dr	E Midway Rd	Weatherbee Rd	NB	OUT	NO	790	3	0.38%	5%
	E Midway Rd	Weatherbee Rd	SB	IN	NO	790	1	0.13%	5%
E Midway Rd	US Hwy 1	Wallace St	EB	IN	NO	790	1	0.13%	5%
	US Hwy 1	Wallace St	WB	OUT	NO	790	3	0.38%	5%

(1) St. Lucie County 2024 Traffic Counts and LOS Report

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	72
Net In:	18
Net Out:	54

TABLE 2b - Project Percent Impact - PM

Segment	From	To	Direction	IN/OUT	[2]Greater than 5% (1% on Adjacent Links)	[1] Peak Hour Service Capacity	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
US Hwy 1	E Midway Rd	E weatherbee Rd	NB	IN	NO	2100	23	1.10%	41%
	E Midway Rd	E weatherbee Rd	SB	OUT	NO	2100	16	0.76%	41%
	E Weatherbee Rd	Farmer's Market Rd	NB	OUT	NO	2000	18	0.90%	45%
	E Weatherbee Rd	Farmer's Market Rd	SB	IN	NO	2000	26	1.30%	45%
E Weatherbee Rd	US Hwy 1	Project Driveway	EB	IN	YES	750	51	6.80%	90%
	US Hwy 1	Project Driveway	WB	OUT	NO	750	35	4.67%	90%
	Project Driveway	E Midway Rd	EB	OUT	NO	750	2	0.27%	5%
	Project Driveway	E Midway Rd	WB	IN	NO	750	3	0.40%	5%
Regina Dr	E Midway Rd	Weatherbee Rd	NB	OUT	NO	790	2	0.25%	5%
	E Midway Rd	Weatherbee Rd	SB	IN	NO	790	3	0.38%	5%
E Midway Rd	US Hwy 1	Wallace St	EB	IN	NO	790	3	0.38%	5%
	US Hwy 1	Wallace St	WB	OUT	NO	790	2	0.25%	5%

(1) St. Lucie County 2024 Traffic Counts and LOS Report

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	96
Net In:	57
Net Out:	39

TABLE 3a - Link Analysis - AM

Segment	From	To	Direction	IN/OUT	[3]Greater than 5% (1% on Adjacent Links)	D Factor (4)	[1] 2024 Peak Hour Directional Volumes	[2] Growth Rate	2026 AM Peak Hour + Growth	AM Peak Hour Committed Projects Directional	2026 Growth + Committed Projects	Peak Hour Service Capacity	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity- Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
E Weatherbee Rd	US Hwy 1	Project Driveway	EB	IN	NO	0.37	223	2.50%	234	0	234	750	16	250	2.13%	YES	90%
	US Hwy 1	Project Driveway	WB	OUT	YES	0.63	379	2.50%	398	1	399	750	49	448	6.53%	YES	90%

(1) St. Lucie County 2024 Traffic Counts and LOS Report
(2) Area Wide Historical Growth
(3) According to the Guidelines prepared by the TPO and modified by the City and County
(4) D Factor calculation provided in Appendix

Two-Way:	72
Net In:	18
Net Out:	54
Years Grown:	2

TABLE 3b - Link Analysis - PM

Segment	From	To	Direction	IN/OUT	[3]Greater than 5% (1% on Adjacent Links)	D Factor (4)	[1] 2024 Peak Hour Directional Volumes	[2] Growth Rate	2026 PM Peak Hour + Growth	PM Peak Hour Committed Projects Directional	2026 Growth + Committed Projects	Peak Hour Service Capacity	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity- Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
E Weatherbee Rd	US Hwy 1	Project Driveway	EB	IN	YES	0.53	379	2.50%	398	1	399	750	51	450	6.80%	YES	90%
	US Hwy 1	E Weatherbee Rd	WB	OUT	NO	0.47	336	2.50%	353	0	353	750	35	388	4.67%	YES	90%

(1) St. Lucie County 2024 Traffic Counts and LOS Report
(2) Area Wide Historical Growth
(3) According to the Guidelines prepared by the TPO and modified by the City and County
(4) D Factor calculation provided in Appendix

Two-Way:	96
Net In:	57
Net Out:	39
Years Grown:	2

DRIVEWAY ANALYSIS

The project will have one driveway. Driveway 1 will be a full access driveway on E. Weatherbee Road. **Figure 3** shows the driveway volumes for the AM and PM peak hours. Driveway 1 and Weatherbee Road were analyzed using HCS. The analysis shows the driveway will operate at an acceptable Level of Service B at project buildout.

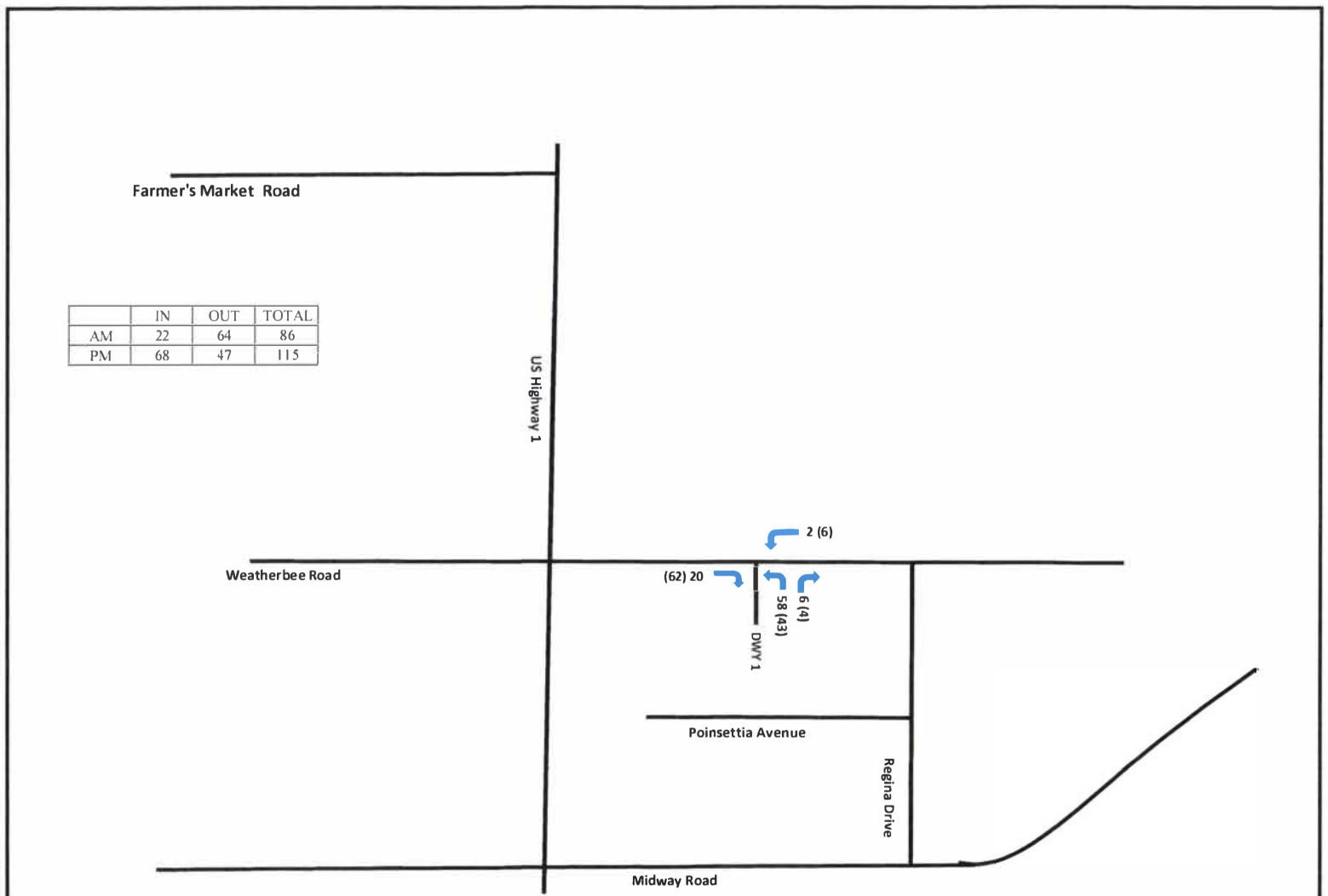
The project driveway was also analyzed to determine if turn lanes are warranted at the project driveway. The FDOT Access Management Guidebook 2023 was used to determine the need for a right-turn lane. With a speed limit of 45 MPH or less, a right-turn lane is recommended when right turning vehicles exceed 80 vehicles in the peak hour. With a peak hour right-turning volume of 62 vehicles, a right-turn lane is not recommended.

The need for a left-turn lane was evaluated using NCHRP 279 based on the percent of left turns and the approaching and opposing volumes. The left-turn volume is less than 1% of the approach traffic with an approach volume of 272 and an opposing volume of 309. Using the two-lane 40 MPH graph, a left-turn lane is not warranted.

Appendix E includes the driveway analysis and turn-lane data.

CONCLUSION

With 72 net AM peak hour trips and 96 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network. Therefore, the project meets the requirements for concurrency.



	IN	OUT	TOTAL
AM	22	64	86
PM	68	47	115

NTS

O'ROURKE ENGINEERING & PLANNING

3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number: SR21062.0

Date: 07/11/2024

Legend

xx (xx) = AM (PM)

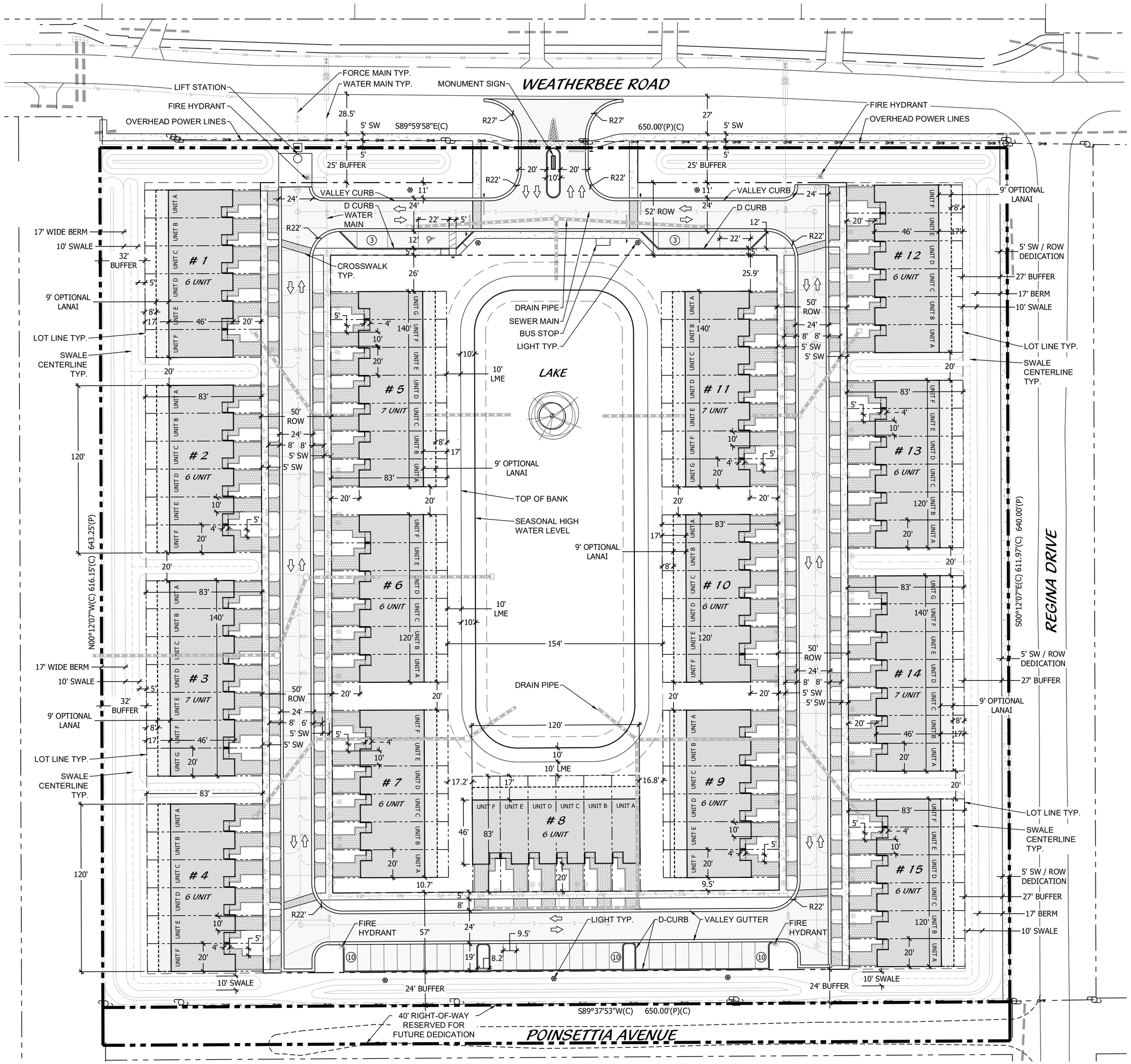
Figure 3

Driveway Assignment

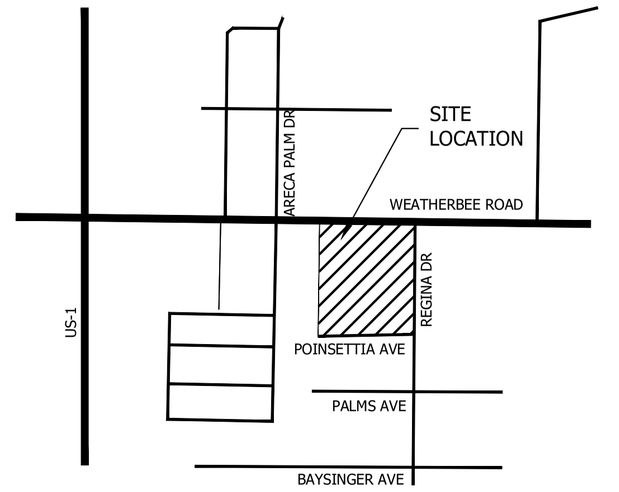
407 E. Weatherbee

APPENDIX A

SITE PLAN



KEY MAP



LEGEND

HC	HANDICAP	HC SIGN	PARKING LIGHT
LB	LANDSCAPE BUFFER	STOP SIGN	
SB	SETBACK	DO NOT ENTER	BUILDING/ACCENT LIGHT
SW	SIDEWALK	PEDESTRIAN CROSSING	
TYP	TYPICAL		

TREASURE TOWNHOMES SITE DATA

PARCEL: 340350100250005
4601 REGINA DRIVE

LAND USE	**RM**
ZONING	**R-4**
FIRM/FLOOD ZONE	**ZONE X, A; MAP # 12111C0279K**

BUILDING DATA

	ACRES	SQUARE FEET
TOTAL SITE AREA	**9.574**	**417,043**
TOTAL BUILDINGS	**15**	**BUILDINGS**
7 UNIT BUILDINGS	4	
6 UNIT BUILDINGS	11	
TOTAL PROPOSED UNITS	**94**	**UNITS**
DENSITY	**9.82**	**UNITS/ACRE**

PARKING CALCULATIONS

REQUIRED PARKING	188	SPACES
*1.5 SPACES PER UNIT		
PROVIDED PARKING		
OFF-STREET STANDARD PARKING	35	SPACES
OFF-STREET HANDICAPPED PARKING	1	SPACES
DRIVEWAY PARKING	94	SPACES
GARAGE PARKING	94	SPACES
TOTAL	**224**	SPACES

PERVIOUS/IMPERVIOUS CALCULATIONS

PERVIOUS	ACRES	SQUARE FEET	PERCENT
BUFFER TRACT	1.49	65,055	15.6%
LME & LAKE PLANTING	0.41	17,909	4.3%
40' WIDTH TRACT	0.41	17,916	4.3%
LOT OPEN SPACE	0.76	33,134	7.9%
OTHER LANDSCAPE AREA	0.98	42,482	10.2%
SUB-TOTAL	**4.05**	**176,496**	42.3%

IMPERVIOUS	ACRES	SQUARE FEET	PERCENT
BUILDING COVERAGE	1.86	80,888	19.4%
VEHICULAR USE AREA	1.27	55,499	13.3%
PAVER DRIVEWAYS & WALKS	0.75	32,806	7.9%
OPTIONAL LANAI (MAX COVERAGE)	0.39	16,920	4.1%
SIDEWALKS, CONCRETE PADS	0.41	17,809	4.3%
WATER SURFACE	0.84	36,625	8.8%
SUB-TOTAL	5.52	**240,547**	57.7%
TOTAL	**9.574**	**417,043**	**100.0%**

LEGAL DESCRIPTION

LEGAL DESCRIPTION SOURCE (ORB 4723, PG. 2287):

LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 2; LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 3 AND THAT PART OF VACATED ENGLAR AVENUE ADJACENT THERETO, REGINA PALMS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 82, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 9.574 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (AS SURVEYED):

A PARCEL OF LAND LYING IN BLOCKS 2 AND 3, REGINA PALMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 82 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 2; THENCE SOUTH 00°12'07" EAST ALONG THE EAST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF REGINA DRIVE (A 60.00 FOOT RIGHT-OF-WAY) , A DISTANCE OF 611.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POINSETTIA AVENUE (A 40.00 FOOT RIGHT-OF-WAY)(AS LAID OUT AND IN SUE); THENCE SOUTH 89°37'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 650.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (A 60.00 FOOT CANAL RIGHT-OF-WAY); THENCE NORTH 00°12'07" WEST ALONG THE WEST LINE OF SAID BLOCKS 2 AND 3, A DISTANCE OF 616.15 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WEATHERBEE BOULEVARD (A 90.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 89°59'58" EAST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.163 ACRES, MORE OR LESS.

SITE PLAN

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Ivy Development Group
Fort Pierce, Florida

DESIGNED ACE
DRAWN ACE
APPROVED DTS
JOB NUMBER 24-0303
DATE 07-17-24
REVISIONS 09-11-24

SHEET 1 OF 2

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

APPENDIX B

ST. LUCIE COUNTY 2024 LEVEL OF SERVICE REPORT
&
FDOT 2023 QUALITY LEVEL OF SERVICE

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	679	3,734	2021	790	258	C	0.33	245	C	0.31
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	306	10,212	2023	920	645	C	0.70	582	C	0.63
LYNGATE DR	MORNINGSIDE BLVD to US 1	306	10,212	2023	920	645	C	0.70	582	C	0.63
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	166	6,758	2023	880	526	C	0.60	501	C	0.57
MCCARTY RD	WILLIAMS RD to MIDWAY RD	680	368	2022	540	27	C	0.05	25	C	0.05
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	681	300	2024	540	24	C	0.04	21	C	0.04
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	682	5,510	2023	790	345	C	0.44	336	C	0.43
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	682	5,510	2023	540	345	D	0.64	336	D	0.62
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	683	9,600	2024	920	613	C	0.67	586	C	0.64
MIDWAY RD	EAST TORINO PKWY to MILNER DR	134	25,500	2024	880	1,275	F	1.45	1,380	F	1.57
MIDWAY RD	MILNER DR to W OF SELVITZ RD	134	25,500	2024	790	1,275	F	1.61	1,380	F	1.75
MIDWAY RD	OKEECHOBEE RD to SHINN RD	940732	6,743	2023	760	342	C	0.45	342	C	0.45
MIDWAY RD	SHINN RD to MCCARTY RD	940732	6,743	2023	630	342	C	0.54	342	C	0.54
MIDWAY RD	MCCARTY RD to I-95	940732	6,743	2023	700	342	C	0.49	342	C	0.49
MIDWAY RD	I-95 to GLADES CUT-OFF RD	945140	21,637	2023	2,100	1,060	C	0.50	1,060	C	0.50
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	228	23,000	2024	2,100	1,203	C	0.57	1,193	C	0.57
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	134	25,500	2024	2,100	1,275	C	0.61	1,380	C	0.66
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	132	22,500	2024	2,100	1,155	C	0.55	1,222	C	0.58
MIDWAY RD	CHRISTENSEN RD to 25TH ST	132	22,500	2024	2,100	1,155	C	0.55	1,222	C	0.58
MIDWAY RD	25TH ST to SUNRISE BLVD	130	25,000	2024	2,100	1,943	C	0.93	1,569	C	0.75
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	130	25,000	2024	2,100	1,943	C	0.93	1,569	C	0.75
MIDWAY RD	OLEANDER AVE to US 1	242	19,000	2024	2,100	1,050	C	0.50	972	C	0.46
MIDWAY RD	US 1 to WALLACE ST	940023	3,813	2023	790	189	C	0.24	189	C	0.24
MIDWAY RD	WALLACE ST to WEATHERBEE RD	940023	3,813	2023	920	189	C	0.21	189	C	0.21
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	940023	3,813	2023	630	189	C	0.30	189	C	0.30
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	333	2,110	2022	920	113	C	0.12	113	C	0.12
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	331	3,200	2024	880	262	C	0.30	258	C	0.29
NEBRASKA AVE	25TH ST to 13TH ST	684	3,437	2022	1,710	228	C	0.13	176	C	0.10
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	6,100	2024	700	304	C	0.43	289	C	0.41
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	3,632	2022	540	192	C	0.36	212	C	0.39
OHIO AVE	COLONIAL RD to US 1	686	3,632	2022	750	192	C	0.26	212	C	0.28
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	687	9,900	2024	1,580	536	B	0.34	542	B	0.34

B-1

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						Volume	LOS	V/C	Volume	LOS	V/C
SUNRISE BLVD	EDWARDS RD to CORTEZ BLVD	511	6,751	2023	600	520	D	0.87	454	D	0.76
SUNRISE BLVD	CORTEZ BLVD to VIRGINIA AVE	511	6,751	2023	750	520	D	0.69	454	D	0.61
SUNRISE BLVD	VIRGINIA AVE to OLEANDER AVE	509	5,522	2023	750	345	C	0.46	343	C	0.46
SUNRISE BLVD	OLEANDER AVE to 7TH ST	708	4,722	2022	1,540	272	C	0.18	333	C	0.22
SUNRISE BLVD	7TH ST to US 1	708	4,722	2022	1,710	272	C	0.16	333	C	0.19
TIFFANY AVE	US 1 to HILLMOOR DR	322	17,081	2022	2,100	967	C	0.46	880	C	0.42
TIFFANY AVE	HILLMOOR DR to VILLAGE GREEN DR	322	17,081	2022	2,100	967	C	0.46	880	C	0.42
TIFFANY AVE	VILLAGE GREEN DR to LENNARD RD	320	4,145	2021	2,100	201	C	0.10	195	C	0.09
TORINO PKWY	CASHMERE BLVD to CALIFORNIA BLVD	709	5,500	2024	630	308	C	0.49	287	C	0.46
TORINO PKWY	CALIFORNIA BLVD to EAST TORINO PKWY	238	5,144	2021	630	339	C	0.54	277	C	0.44
TRADITION PKWY	COMMUNITY BLVD to VILLAGE PKWY	711	7,800	2021	1,710	816	D	0.48	791	D	0.46
TRADITION PKWY	VILLAGE PKWY to W OF I-95	712	43,500	2024	3,170	2,047	C	0.65	2,040	C	0.64
TULIP BLVD	DARWIN BLVD to PORT ST LUCIE BLVD	713	8,851	2022	790	580	D	0.73	524	D	0.66
TULIP BLVD	PORT ST LUCIE BLVD to PAAR DR	714	8,900	2024	790	569	D	0.72	518	D	0.66
TULIP BLVD	PAAR DR to DARWIN BLVD	714	8,900	2024	790	569	D	0.72	518	D	0.66
TURNPIKE FEEDER RD	TURNPIKE FEEDER RD SB RAMP to US 1	940078	4,903	2015							
TURNPIKE FEEDER RD	INDIAN PINES BLVD to TURNPIKE FEEDER RD SB R...	940269	11,658	2023							
TURNPIKE FEEDER RD	INDRIO RD to INDIAN PINES BLVD	940745	13,517	2023							
US 1	MARTIN C.L. to LENNARD RD	945071	48,145	2023							
US 1	LENNARD RD to PORT ST LUCIE BLVD	945071	48,145	2023							
US 1	PORT ST LUCIE BLVD to JENNINGS RD	945070	33,953	2023							
US 1	JENNINGS RD to TIFFANY AVE	945070	33,953	2023							
US 1	TIFFANY AVE to WALTON RD	945070	33,953	2023							
US 1	WALTON RD to VILLAGE GREEN DR	945150	47,030	2023							
US 1	VILLAGE GREEN DR to SPANISH LAKES BLVD	940265	46,803	2023							
US 1	SPANISH LAKES BLVD to PRIMA VISTA BLVD	940265	46,803	2023							
US 1	PRIMA VISTA BLVD to RIO MAR DR	940264	36,400	2023							
US 1	RIO MAR DR to KITTERMAN RD	940266	32,710	2023							
US 1	KITTERMAN RD to S OF SAEGER AVE	940266	32,710	2023							
US 1	S OF SAEGER AVE to EASY ST	940266	32,710	2023							
US 1	EASY ST to MIDWAY RD	945156	30,097	2023							
US 1	MIDWAY RD to WEATHERBEE RD	940012	30,959	2023							

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						Volume	LOS	V/C	Volume	LOS	V/C
US 1	WEATHERBEE RD to FARMER'S MARKET RD	940012	30,959	2023							
US 1	FARMER'S MARKET RD to EDWARDS RD	940012	30,959	2023							
US 1	EDWARDS RD to SAVANNAH RD	945002	28,117	2023							
US 1	GARDENIA AVE to VIRGINIA AVE	945002	28,117	2023							
US 1	SAVANNAH RD to GARDENIA AVE	945002	28,117	2023							
US 1	VIRGINIA AVE to OHIO AVE	945003	26,002	2023							
US 1	OHIO AVE to GEORGIA AVE	945003	26,002	2023							
US 1	GEORGIA AVE to DELAWARE AVE	945008	27,500	2023							
US 1	DELAWARE AVE to CITRUS AVE	945014	29,114	2023							
US 1	CITRUS AVE to ORANGE AVE	940118	25,392	2023							
US 1	ORANGE AVE to AVENUE A	945014	29,114	2023							
US 1	AVENUE A to AE BACKUS AVE	945014	29,114	2023							
US 1	AE BACKUS AVE to AVENUE D	945014	29,114	2023							
US 1	AVENUE D to SR A1A SOUTH	945014	29,114	2023							
US 1	SR A1A SOUTH to AVENUE H	715	30,660	2023	2,100	1,524	C	0.73	1,521	C	0.72
US 1	AVENUE H to OLD DIXIE HWY	715	30,660	2023	2,000	1,524	C	0.76	1,521	C	0.76
US 1	OLD DIXIE HWY to AVENUE O	940123	28,240	2023							
US 1	AVENUE O to SR A1A NORTH	940123	28,240	2023							
US 1	SR A1A NORTH to JUANITA AVE	940010	20,140	2023							
US 1	JUANITA AVE to ST LUCIE BLVD	940010	20,140	2023							
US 1	ST LUCIE BLVD to 25TH ST	940009	19,911	2023							
US 1	25TH ST to INDRIO RD	940009	19,911	2023							
US 1	INDRIO RD to TURNPIKE FEEDER RD	940107	25,091	2023							
US 1	TURNPIKE FEEDER RD to INDIAN RIVER C.L.	940107	25,091	2023							
VETERANS MEMORIAL PKWY	PORT ST LUCIE BLVD to LYNGATE DR	329	15,671	2022	2,100	763	C	0.36	741	C	0.35
VETERANS MEMORIAL PKWY	LYNGATE DR to US 1	327	8,900	2024	2,100	507	C	0.24	480	C	0.23
VILLAGE GREEN DR	US 1 to WALTON RD	716	17,000	2024	2,100	1,060	C	0.50	1,146	C	0.55
VILLAGE GREEN DR	WALTON RD to TIFFANY AVE	717	4,612	2022	920	302	C	0.33	255	C	0.28
VILLAGE PKWY	DISCOVERY WAY to TRADITION PKWY	718	26,500	2024	2,650	1,226	C	0.46	1,309	D	0.49
VILLAGE PKWY	BECKER RD to DISCOVERY WAY	734	8,800	2024	1,710	590	C	0.35	609	C	0.36
VILLAGE PKWY	TRADITION PKWY to WESTCLIFFE LN	719	27,500	2024	1,710	1,482	D	0.87	1,462	D	0.85
VILLAGE PKWY	WESTCLIFFE LN to CROSSTOWN PKWY	720	17,629	2023	1,710	935	D	0.55	987	D	0.58

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						Volume	LOS	V/C	Volume	LOS	V/C
VIRGINIA AVE	35TH ST to 25TH ST	940032	23,450	2023							
VIRGINIA AVE	OKEECHOBEE RD to HARTMAN RD	940030	22,526	2023							
VIRGINIA AVE	HARTMAN RD to 35TH ST	940030	22,526	2023							
VIRGINIA AVE	25TH ST to 13TH ST	940033	21,782	2023							
VIRGINIA AVE	13TH ST to 11TH ST	940794	23,667	2023							
VIRGINIA AVE	11TH ST to SUNRISE BLVD	940794	23,667	2023							
VIRGINIA AVE	SUNRISE BLVD to OLEANDER AVE	940792	20,380	2023							
VIRGINIA AVE	OLEANDER AVE to COLONIAL RD	940034	18,402	2023							
VIRGINIA AVE	COLONIAL RD to US 1	940034	18,402	2023							
WALTON RD	US 1 to VILLAGE GREEN DR	330	10,000	2024	1,710	581	C	0.34	589	C	0.34
WALTON RD	VILLAGE GREEN DR to LENNARD RD	328	17,500	2024	1,710	957	D	0.56	1,057	D	0.62
WALTON RD	LENNARD RD to GREEN RIVER PKWY	326	12,000	2024	880	747	C	0.85	757	C	0.86
WALTON RD	GREEN RIVER PKWY to INDIAN RIVER DR	324	6,014	2022	630	386	C	0.61	366	C	0.58
WEATHERBEE RD	OLEANDER AVE to US 1	721	3,164	2023	750	198	C	0.26	180	C	0.24
WEATHERBEE RD	US 1 to MIDWAY RD	158	5,987	2023	750	379	D	0.51	379	D	0.51
WESTCLIFFE LN	TREMONTE AVE to VILLAGE PKWY	722	6,219	2023	1,470	457	C	0.31	419	C	0.29
WESTMORELAND BLVD	MORNINGSIDE BLVD to PORT ST LUCIE BLVD	339	14,645	2023	920	784	C	0.85	884	D	0.96
WESTMORELAND BLVD	MARTIN C.L. to MORNINGSIDE BLVD	245	9,076	2022	920	477	C	0.52	522	C	0.57

B-4

Countywide Performance

Weighted V/C = **64.29**

% VMT below Standard = **77.98%**

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT. FDOT count stations use standard K and D factors to determine peak hour values. Peak hour data is not available for locations on State roads due to differences in data availability, LOS Methodologies, and service level thresholds. Please refer to FDOT sources for detailed data on FDOT traffic counts.

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

* **NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

TABLE 7 Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	830	880	**
2	Divided	*	1,910	2,000	**
3	Divided	*	2,940	3,020	**
4	Divided	*	3,970	4,040	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	370	750	800
2	Divided	*	730	1,630	1,700
3	Divided	*	1,170	2,520	2,560
4	Divided	*	1,610	3,390	3,420

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
1	Divided	Yes	No	+5%
1	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
2	2,230	3,100	3,740	4,080
3	3,280	4,570	5,620	6,130
4	4,310	6,030	7,490	8,170
5	5,390	7,430	9,370	10,220
6	6,380	8,990	11,510	12,760

Urbanized

Lanes	B	C	D	E
2	2,270	3,100	3,890	4,230
3	3,410	4,650	5,780	6,340
4	4,550	6,200	7,680	8,460
5	5,690	7,760	9,520	10,570

Freeway Adjustments

Auxiliary Lane	Ramp Metering
+ 1,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
1	Undivided	580	890	1,200	1,610
2	Divided	1,800	2,600	3,280	3,730
3	Divided	2,700	3,900	4,920	5,600

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
1	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1]Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

APPENDIX C

OTHER PROJECT DATA/GROWTH RATE

BARON
MIDWAY & US 1
ITE 11TH EDITION TRIP GENERATION RATES

DAILY TRIPS

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Mini-Warehouse	151	638	Storage Units	T=17.96(X/100)	50%	50%	57	57	115
Office	712	1,400	S.F.	T=14.39(X/1000)	50%	50%	10	10	20
						TOTAL	**67**	**67**	**135**

A.M. PEAK HOUR TRIPS

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Mini-Warehouse	151	638	Storage Units	T=2.04(X/100)	58%	42%	8	5	13
Office	712	1,400	S.F.	T=2.61(X/1000)	60%	40%	2	1	4
						TOTAL	**10**	**7**	**17**

P.M. PEAK HOUR TRIPS

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Mini-Warehouse	151	638	Storage Units	T=2.07(X/100)	48%	52%	6	7	13
Office	712	1,400	S.F.	T=3.15(X/1000)	42%	58%	2	3	4
						TOTAL	**8**	**9**	**18**

SATURDAY PEAK HOUR TRIPS

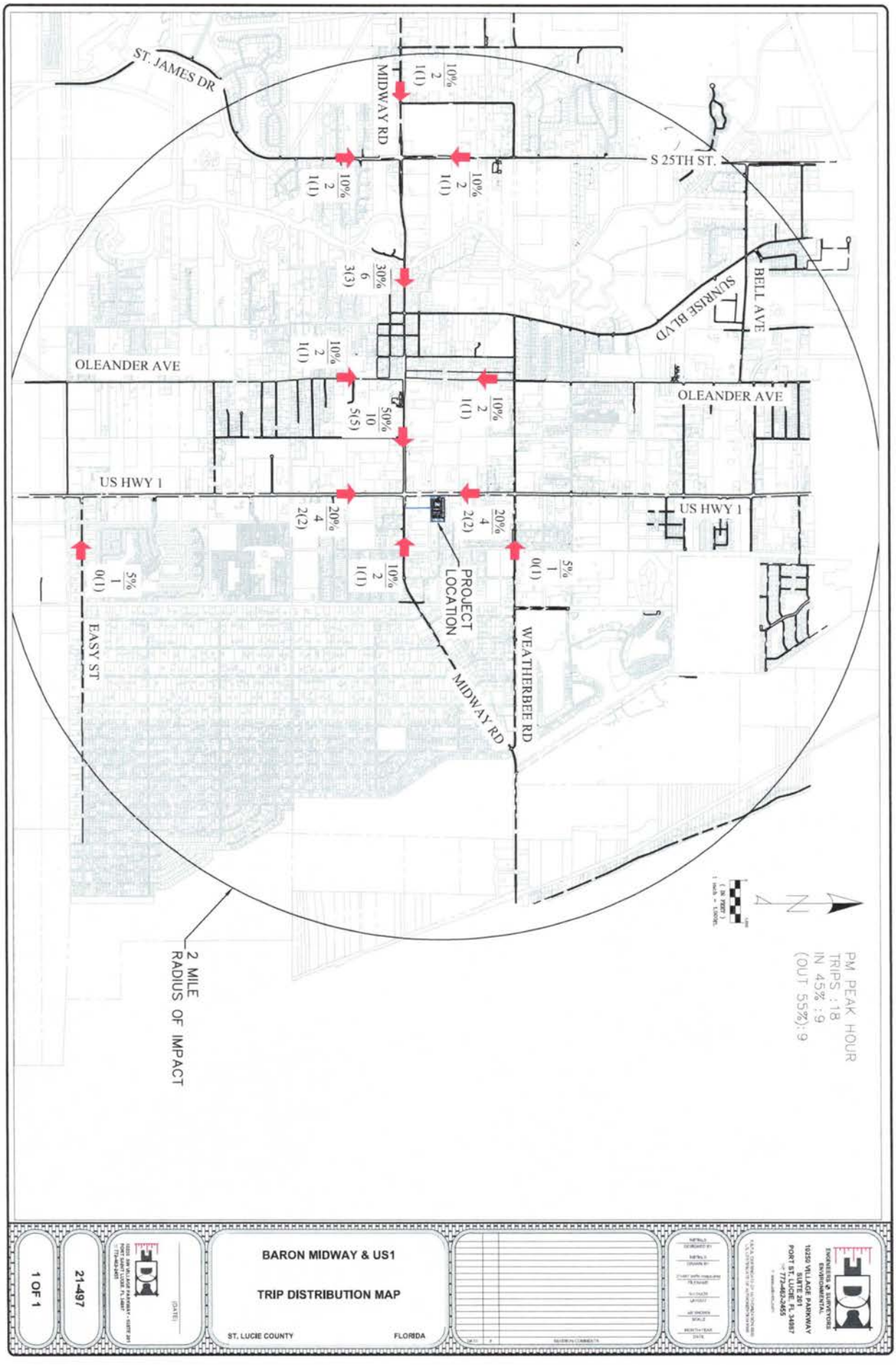
Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Mini-Warehouse	151	638	Storage Units	T=2.67(X/100)	56%	44%	10	7	17

SATURDAY PEAK HOUR TRIPS

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Mini-Warehouse	151	638	Storage Units	T=2.10(X/100)	45%	55%	6	7	13

Internal Capture:
This project contains no internal capture

Pass-by Trip Capture:
This project contains no internal capture


ST. JAMES DR
MIDWAY RD
S 25TH ST.
SUNRISE BLVD
BELL AVE
OLEANDER AVE
OLEANDER AVE
US HWY 1
US HWY 1
EASY ST
PROJECT LOCATION
MIDWAY RD
WEATHERBEE RD
2 MILE RADIUS OF IMPACT
PM PEAK HOUR
TRIPS : 18
IN 45% : 9
(OUT 55%): 9
BARON MIDWAY & US1
TRIP DISTRIBUTION MAP
ST. LUCIE COUNTY
FLORIDA
21-497
1 OF 1

Historical Growth Rate Calculation (5 Year)

Segment	From	To	2018 AADT	2023 AADT	5 Year Historical Growth Rate
Weatherbee Road	US Highway 1	Midway Road	5,800	6,100	1.01%
		Total	5,800	6,100	1.01%

*Source FDOT Historical Traffic Counts

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7046 - WEATHERBEE RD - E. OF US 1 SOUTH (COUNTY 158)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	6100 R	E 3000	W 3100	9.00	52.30	7.10
2022	5900 T	E 2900	W 3000	9.00	52.30	5.00
2021	5900 S	E 2900	W 3000	9.00	51.80	7.20
2020	5900 F	E 2900	W 3000	9.00	52.60	31.50
2019	6100 C	E 3000	W 3100	9.00	52.50	7.80
2018	5800 V	E 2900	W 2900	9.00	52.40	5.80
2017	5600 R	E 2800	W 2800	9.00	52.00	10.00
2016	5400 T	E 2700	W 2700	9.00	52.30	6.20
2015	5200 S	E 2600	W 2600	9.00	52.70	41.80
2014	5200 F	E 2600	W 2600	9.00	52.50	49.50
2013	5200 C	E 2600	W 2600	9.00	55.90	11.90
2012	5100 F	E 2600	W 2500	9.00	55.80	7.10
2011	5100 C	E 2600	W 2500	9.00	56.20	12.20
2010	5400 F	E 2800	W 2600	11.16	56.34	12.20
2009	5400 C	E 2800	W 2600	11.51	56.49	12.20
2008	6200 C	E 3300	W 2900	11.31	55.19	5.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

APPENDIX D

INTERSECTION ANALYSIS

St. Lucie County

ECONOLITE

MOVING TRAFFIC FORWARD

00051 - US1 @ Weatherbee Rd. - - Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1 Ø in use

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N-L	S-T	E-L	W-T	S-L	N-T	W-L	E-T	N	N	N	N	N	N	N	N
Min Green	7	7	7	7	7	7	7	7	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	24	0	24	0	24	0	24	0	0	0	0	0	0	0	0
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	4.0	5.0	4.0	4.0	4.0	5.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	15	60	15	25	15	60	15	25	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.8	4.8	4.0	4.0	4.8	4.8	4.0	4.0	4.7	4.7	4.0	4.0	4.7	4.7	4.0	4.0
Red Clear	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9400 EAST-A1A TO US1

MOCF: 0.92

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	1.00	1.09
2	01/03/2021 - 01/09/2021	1.01	1.10
3	01/10/2021 - 01/16/2021	1.01	1.10
4	01/17/2021 - 01/23/2021	0.99	1.08
5	01/24/2021 - 01/30/2021	0.98	1.07
6	01/31/2021 - 02/06/2021	0.97	1.05
* 7	02/07/2021 - 02/13/2021	0.95	1.03
* 8	02/14/2021 - 02/20/2021	0.94	1.02
* 9	02/21/2021 - 02/27/2021	0.93	1.01
*10	02/28/2021 - 03/06/2021	0.91	0.99
*11	03/07/2021 - 03/13/2021	0.90	0.98
*12	03/14/2021 - 03/20/2021	0.88	0.96
*13	03/21/2021 - 03/27/2021	0.89	0.97
*14	03/28/2021 - 04/03/2021	0.90	0.98
*15	04/04/2021 - 04/10/2021	0.91	0.99
*16	04/11/2021 - 04/17/2021	0.92	1.00
*17	04/18/2021 - 04/24/2021	0.93	1.01
*18	04/25/2021 - 05/01/2021	0.94	1.02
*19	05/02/2021 - 05/08/2021	0.95	1.03
20	05/09/2021 - 05/15/2021	0.96	1.04
21	05/16/2021 - 05/22/2021	0.98	1.07
22	05/23/2021 - 05/29/2021	0.99	1.08
23	05/30/2021 - 06/05/2021	1.00	1.09
24	06/06/2021 - 06/12/2021	1.01	1.10
25	06/13/2021 - 06/19/2021	1.02	1.11
26	06/20/2021 - 06/26/2021	1.03	1.12
27	06/27/2021 - 07/03/2021	1.03	1.12
28	07/04/2021 - 07/10/2021	1.04	1.13
29	07/11/2021 - 07/17/2021	1.04	1.13
30	07/18/2021 - 07/24/2021	1.06	1.15
31	07/25/2021 - 07/31/2021	1.07	1.16
32	08/01/2021 - 08/07/2021	1.08	1.17
33	08/08/2021 - 08/14/2021	1.09	1.18
34	08/15/2021 - 08/21/2021	1.11	1.21
35	08/22/2021 - 08/28/2021	1.10	1.20
36	08/29/2021 - 09/04/2021	1.10	1.20
37	09/05/2021 - 09/11/2021	1.09	1.18
38	09/12/2021 - 09/18/2021	1.09	1.18
39	09/19/2021 - 09/25/2021	1.08	1.17
40	09/26/2021 - 10/02/2021	1.08	1.17
41	10/03/2021 - 10/09/2021	1.07	1.16
42	10/10/2021 - 10/16/2021	1.06	1.15
43	10/17/2021 - 10/23/2021	1.06	1.15
44	10/24/2021 - 10/30/2021	1.06	1.15
45	10/31/2021 - 11/06/2021	1.06	1.15
46	11/07/2021 - 11/13/2021	1.06	1.15
47	11/14/2021 - 11/20/2021	1.06	1.15
48	11/21/2021 - 11/27/2021	1.05	1.14
49	11/28/2021 - 12/04/2021	1.03	1.12
50	12/05/2021 - 12/11/2021	1.02	1.11
51	12/12/2021 - 12/18/2021	1.00	1.09
52	12/19/2021 - 12/25/2021	1.01	1.10
53	12/26/2021 - 12/31/2021	1.01	1.10

* PEAK SEASON

08-MAR-2022 12:36:27 830UPD 4_9400_PKSEASON.TXT

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9401 CEN.-W OF US1 TO I95

MOCF: 0.97

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	1.00	1.03
2	01/03/2021 - 01/09/2021	1.01	1.04
3	01/10/2021 - 01/16/2021	1.01	1.04
4	01/17/2021 - 01/23/2021	1.00	1.03
5	01/24/2021 - 01/30/2021	1.00	1.03
6	01/31/2021 - 02/06/2021	0.99	1.02
7	02/07/2021 - 02/13/2021	0.99	1.02
* 8	02/14/2021 - 02/20/2021	0.98	1.01
* 9	02/21/2021 - 02/27/2021	0.97	1.00
*10	02/28/2021 - 03/06/2021	0.97	1.00
*11	03/07/2021 - 03/13/2021	0.96	0.99
*12	03/14/2021 - 03/20/2021	0.95	0.98
*13	03/21/2021 - 03/27/2021	0.96	0.99
*14	03/28/2021 - 04/03/2021	0.96	0.99
*15	04/04/2021 - 04/10/2021	0.97	1.00
*16	04/11/2021 - 04/17/2021	0.97	1.00
*17	04/18/2021 - 04/24/2021	0.98	1.01
*18	04/25/2021 - 05/01/2021	0.98	1.01
*19	05/02/2021 - 05/08/2021	0.99	1.02
*20	05/09/2021 - 05/15/2021	0.99	1.02
21	05/16/2021 - 05/22/2021	0.99	1.02
22	05/23/2021 - 05/29/2021	1.00	1.03
23	05/30/2021 - 06/05/2021	1.00	1.03
24	06/06/2021 - 06/12/2021	1.01	1.04
25	06/13/2021 - 06/19/2021	1.01	1.04
26	06/20/2021 - 06/26/2021	1.02	1.05
27	06/27/2021 - 07/03/2021	1.02	1.05
28	07/04/2021 - 07/10/2021	1.03	1.06
29	07/11/2021 - 07/17/2021	1.03	1.06
30	07/18/2021 - 07/24/2021	1.03	1.06
31	07/25/2021 - 07/31/2021	1.04	1.07
32	08/01/2021 - 08/07/2021	1.04	1.07
33	08/08/2021 - 08/14/2021	1.05	1.08
34	08/15/2021 - 08/21/2021	1.05	1.08
35	08/22/2021 - 08/28/2021	1.05	1.08
36	08/29/2021 - 09/04/2021	1.05	1.08
37	09/05/2021 - 09/11/2021	1.05	1.08
38	09/12/2021 - 09/18/2021	1.05	1.08
39	09/19/2021 - 09/25/2021	1.04	1.07
40	09/26/2021 - 10/02/2021	1.03	1.06
41	10/03/2021 - 10/09/2021	1.01	1.04
42	10/10/2021 - 10/16/2021	1.00	1.03
43	10/17/2021 - 10/23/2021	1.00	1.03
44	10/24/2021 - 10/30/2021	1.01	1.04
45	10/31/2021 - 11/06/2021	1.01	1.04
46	11/07/2021 - 11/13/2021	1.02	1.05
47	11/14/2021 - 11/20/2021	1.02	1.05
48	11/21/2021 - 11/27/2021	1.02	1.05
49	11/28/2021 - 12/04/2021	1.01	1.04
50	12/05/2021 - 12/11/2021	1.01	1.04
51	12/12/2021 - 12/18/2021	1.00	1.03
52	12/19/2021 - 12/25/2021	1.01	1.04
53	12/26/2021 - 12/31/2021	1.01	1.04

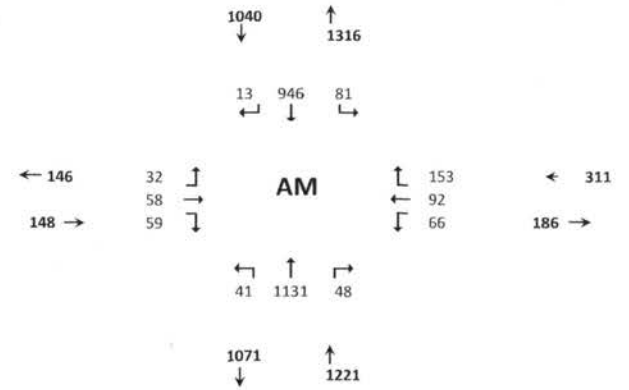
* PEAK SEASON

08-MAR-2022 12:36:27 830UPD 4_9401_PKSEASON.TXT

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: US-1 **E/W STREET:** Weatherbee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/29/2021 **DAY:** Tuesday **CITY:** Ft. Pierce **INTERSECTION:** US-1 and Weatherbee Rd
REPORT DATE: 6/30/2021 **ANALYSIS YEAR:** 2021

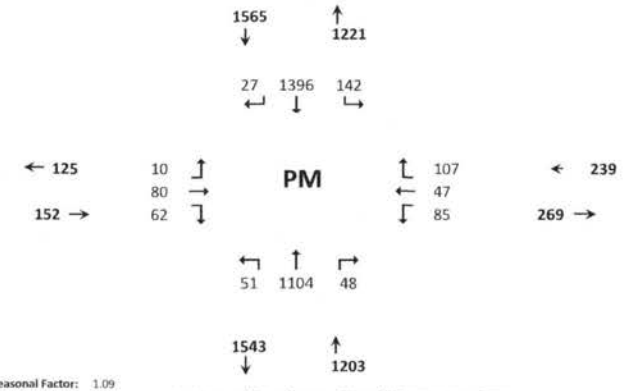
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	6	162	13	10	174	3	3	12	8	14	6	32	443	2349
7:15-7:30	11	245	7	23	202	2	10	9	8	17	12	32	578	2466
7:30-7:45	9	302	14	23	208	2	8	14	9	15	11	30	645	2495
7:45-8:00	10	301	11	15	224	3	5	11	8	15	26	54	683	2405
8:00-8:15	11	204	7	19	208	2	7	15	19	15	28	25	560	2297
8:15-8:30	8	231	12	17	228	5	9	13	18	16	19	31	607	
8:30-8:45	14	208	9	15	230	7	3	7	4	16	14	28	555	
8:45-9:00	6	224	14	13	251	3	6	10	11	7	6	24	575	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	38	1038	44	74	868	12	29	53	54	61	84	140	2495	
Season Factor	41	1131	48	81	946	13	32	58	59	66	92	153	2720	
Growth	41	1131	48	81	946	13	32	58	59	66	92	153	2720	
In/Out	-	-			-	-	-		-				-	
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	41	1131	48	81	946	13	32	58	59	66	92	153	2720	



Seasonal Factor: 1.09
Trips In
Trips Out
Growth Rate: 1
Years Grown: 1
PHF 0.91

Peak Seasonal Factor Average of East of US-1 AND West of US-1

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	6	265	11	20	280	5	2	12	16	13	8	17	655	2704
4:15-4:30	10	266	24	21	256	4	5	13	19	16	8	26	668	2808
4:30-4:45	14	237	13	22	293	3	3	19	13	28	13	25	683	2864
4:45-5:00	12	253	11	31	302	8	1	13	9	25	10	23	698	2898
5:00-5:15	12	248	8	38	337	9	4	24	17	19	15	28	759	2867
5:15-5:30	11	246	10	29	349	3	1	22	13	10	7	23	724	
5:30-5:45	12	266	15	32	293	5	3	14	18	24	11	24	717	
5:45-6:00	11	258	15	25	268	6	2	13	14	20	9	26	667	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM											
Volumes	47	1013	44	130	1281	25	9	73	57	78	43	98	2898	
Season Factor	51	1104	48	142	1396	27	10	80	62	85	47	107	3159	
Growth	51	1104	48	142	1396	27	10	80	62	85	47	107	3159	
In/Out	-	-	0	0	-	-	-	0	-	0	0	0	-	
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Project	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	51	1104	48	142	1396	27	10	80	62	85	47	107	3159	

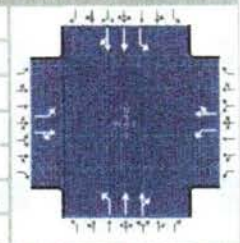


Seasonal Factor: 1.09
Growth Rate: 1
Trips In:
Trips Out:
Years Grown: 1
PHF 0.95

Peak Seasonal Factor Average of East of US-1 AND West of US-1

HCS Signalized Intersection Results Summary

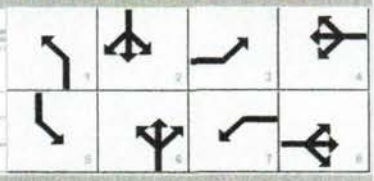
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Nov 25, 2022	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	AM Peak Hour	PHF	0.91
Urban Street	US-1	Analysis Year	2021	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 Weatherbee - Existing - AM - 11.25.22....		
Project Description	Existing				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	32	58	59	66	92	153	41	1131	48	81	946	13

Signal Information			
Cycle, s	87.2	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	4.7	1.5		35.2	4.0	1.8		14.4				
Yellow	4.8	0.0		4.8	4.0	0.0		4.0				
Red	2.0	0.0		2.0	2.0	0.0		2.0				



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	10.0	20.4	11.8	22.2	11.5	42.0	13.0	43.5
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	3.4	7.9	4.8	15.6	3.2	29.9	4.4	21.9
Green Extension Time (g_e), s	0.0	0.7	0.1	0.6	0.0	5.2	0.1	5.3
Phase Call Probability	0.57	1.00	0.83	1.00	0.66	1.00	0.88	1.00
Max Out Probability	0.00	0.00	0.00	0.01	0.00	0.04	0.00	0.01

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	35	129		73	269		45	652	644	89	528	526
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1715		1781	1681		1781	1870	1843	1781	1870	1861
Queue Service Time (g_s), s	1.4	5.9		2.8	13.6		1.2	27.9	27.9	2.4	19.9	19.9
Cycle Queue Clearance Time (g_c), s	1.4	5.9		2.8	13.6		1.2	27.9	27.9	2.4	19.9	19.9
Green Ratio (*g/C*)	0.21	0.17		0.23	0.19		0.46	0.40	0.40	0.48	0.42	0.42
Capacity (*c*), veh/h	173	283		325	312		270	755	744	245	788	784
Volume-to-Capacity Ratio (*X*)	0.203	0.454		0.223	0.863		0.167	0.863	0.865	0.363	0.670	0.670
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	1.0	4.2		2.1	9.7		0.8	16.7	16.5	1.6	12.4	12.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	28.8	32.9		27.1	34.5		15.8	23.8	23.8	18.3	20.4	20.4
Incremental Delay (d_2), s/veh	0.2	0.4		0.1	6.2		0.1	1.4	1.4	0.3	0.4	0.4
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	29.0	33.3		27.2	40.7		15.9	25.2	25.3	18.6	20.7	20.7
Level of Service (LOS)	C	C		C	D		B	C	C	B	C	C
Approach Delay, s/veh / LOS	32.4	C		37.8	D		24.9	C		20.6	C	
Intersection Delay, s/veh / LOS	25.1						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.29	B	2.29	B	1.91	B	1.91	B
Bicycle LOS Score / LOS	0.76	A	1.05	A	1.59	B	1.43	A

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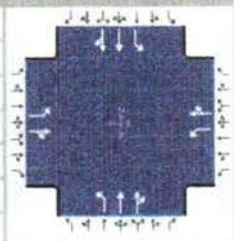
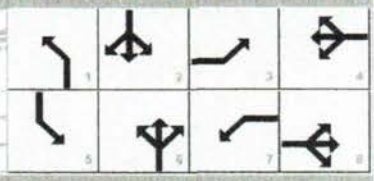
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency				Duration, h	0.250
Analyst	James Kemp	Analysis Date	Nov 25, 2022	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	PM Peak Hour	PHF	0.95
Urban Street	US-1	Analysis Year	2021	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 Weatherbee - Existing - PM - 11.25.22....		
Project Description	Existing				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	10	80	62	85	47	107	51	1104	48	142	1396	27

Signal Information					EB		WB			NB			SB		
Cycle, s	86.7	Reference Phase	2												
Offset, s	0	Reference Point	End	Green	5.1	1.7	38.3	1.6	4.6	9.8					
Uncoordinated	Yes	Simult. Gap E/W	On	Yellow	4.8	0.0	4.8	4.0	0.0	4.0					
Force Mode	Fixed	Simult. Gap N/S	On	Red	2.0	0.0	2.0	2.0	0.0	2.0					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	7.6	15.8	12.2	20.4	11.9	45.1	13.6	46.8
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	2.4	9.3	5.7	9.8	3.3	25.5	5.8	33.4
Green Extension Time (g_e), s	0.0	0.5	0.1	0.5	0.0	6.8	0.1	6.6
Phase Call Probability	0.22	1.00	0.88	1.00	0.73	1.00	0.97	1.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.06	0.00	0.13

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	11	149		89	162		54	611	602	149	751	747
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1734		1781	1662		1781	1870	1843	1781	1870	1858
Queue Service Time (g_s), s	0.4	7.3		3.7	7.8		1.3	23.5	23.5	3.8	31.3	31.4
Cycle Queue Clearance Time (g_c), s	0.4	7.3		3.7	7.8		1.3	23.5	23.5	3.8	31.3	31.4
Green Ratio (*g/C*)	0.13	0.11		0.19	0.17		0.50	0.44	0.44	0.52	0.46	0.46
Capacity (*c*), veh/h	180	196		247	276		215	827	815	302	864	858
Volume-to-Capacity Ratio (*X*)	0.058	0.763		0.363	0.587		0.250	0.738	0.739	0.495	0.869	0.871
Back of Queue (Q), ft/ln (95 th percentile)												
Back of Queue (Q), veh/ln (95 th percentile)	0.3	5.5		2.7	5.5		0.9	14.0	13.9	2.4	18.3	18.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	33.1	37.4		30.2	33.4		18.0	20.0	20.1	15.6	21.0	21.0
Incremental Delay (d_2), s/veh	0.0	2.3		0.3	0.7		0.2	0.5	0.5	0.5	3.0	3.1
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	33.2	39.7		30.6	34.2		18.2	20.5	20.6	16.0	24.0	24.1
Level of Service (LOS)	C	D		C	C		B	C	C	B	C	C
Approach Delay, s/veh / LOS	39.3	D		32.9	C		20.4	C		23.3	C	
Intersection Delay, s/veh / LOS	23.7						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.30	B	2.29	B	1.90	B	1.90	B
Bicycle LOS Score / LOS	0.75	A	0.90	A	1.53	B	1.85	B

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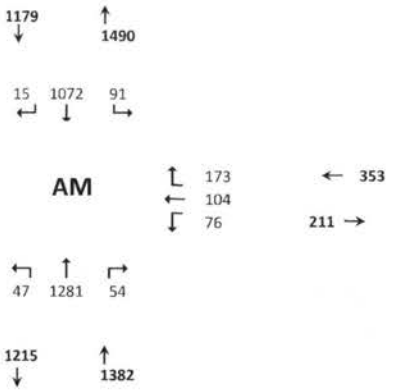
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: US-1 **E/W STREET:** Weatherbee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/29/2021 **DAY:** Tuesday **CITY:** Ft. Pierce **INTERSECTION:** US-1 and Weatherbee Rd
REPORT DATE: 6/30/2021 **ANALYSIS YEAR:** 2026

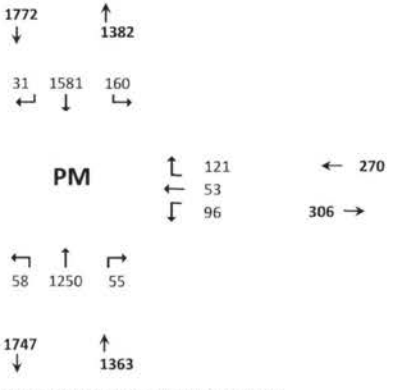
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	6	162	13	10	174	3	3	12	8	14	6	32	443	2349
7:15-7:30	11	245	7	23	202	2	10	9	8	17	12	32	578	2466
7:30-7:45	9	302	14	23	208	2	8	14	9	15	11	30	645	2495
7:45-8:00	10	301	11	15	224	3	5	11	8	15	26	54	683	2405
8:00-8:15	11	204	7	19	208	2	7	15	19	15	28	25	560	2297
8:15-8:30	8	231	12	17	228	5	9	13	18	16	19	31	607	
8:30-8:45	14	208	9	15	230	7	3	7	4	16	14	28	555	
8:45-9:00	6	224	14	13	251	3	6	10	11	7	6	24	575	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	38	1038	44	74	868	12	29	53	54	61	84	140	2495	
Season Factor	41	1131	48	81	946	13	32	58	59	66	92	153	2720	
Growth	47	1280	54	91	1070	15	36	65	67	75	104	173	3077	
In/Out	-	-			-	-	-		-				-	
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Baron Midway		1			2					1				
Total	47	1281	54	91	1072	15	36	65	67	76	104	173	3081	



Seasonal Factor: 1.09
Trips In
Trips Out
Growth Rate: 1.025
Years Grown: 5
PHF 0.91

Peak Seasonal Factor Average of East of US-1 AND West of US-1

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	6	265	11	20	280	5	2	12	16	13	8	17	655	2704
4:15-4:30	10	266	24	21	256	4	5	13	19	16	8	26	668	2808
4:30-4:45	14	237	13	22	293	3	3	19	13	28	13	25	683	2864
4:45-5:00	12	253	11	31	302	8	1	13	9	25	10	23	698	2898
5:00-5:15	12	248	8	38	337	9	4	24	17	19	15	28	759	2867
5:15-5:30	11	246	10	29	349	3	1	22	13	10	7	23	724	
5:30-5:45	12	266	15	32	293	5	3	14	18	24	11	24	717	
5:45-6:00	11	258	15	25	268	6	2	13	14	20	9	26	667	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM											
Volumes	47	1013	44	130	1281	25	9	73	57	78	43	98	2898	
Season Factor	51	1104	48	142	1396	27	10	80	62	85	47	107	3159	
Growth	58	1249	54	160	1580	31	11	90	70	96	53	121	3574	
In/Out	-	-	0	0	-	-	-	0	-	0	0	0	-	
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Project	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Baron Midway		1	1		1									
Total	58	1250	55	160	1581	31	11	90	70	96	53	121	3577	

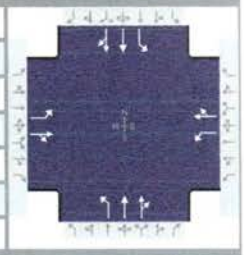


Seasonal Factor: 1.09
Growth Rate: 1.025
Trips In:
Trips Out:
Years Grown 5
PHF 0.95

Peak Seasonal Factor Average of East of US-1 AND West of US-1

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jul 12, 2024	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	AM Peak Hour	PHF	0.91
Urban Street	US-1	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 & Weatherbee - AM - Without Project.xus		
Project Description	Future Total with Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	36	65	67	76	104	173	47	1281	54	91	1072	15

Signal Information			
Cycle, s	104.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	5.4	1.2	46.1	4.8	1.6	19.3	1	2	3	4		
Yellow	4.8	0.0	4.8	4.0	0.0	4.0	5	6	7	8		
Red	2.0	0.0	2.0	2.0	0.0	2.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	10.8	25.3	12.4	26.9	12.2	52.9	13.4	54.1
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	3.8	9.8	5.9	20.4	3.6	40.0	5.1	28.8
Green Extension Time (g_e), s	0.0	0.8	0.1	0.4	0.1	6.0	0.1	6.5
Phase Call Probability	0.68	1.00	0.91	1.00	0.78	1.00	0.94	1.00
Max Out Probability	0.00	0.00	0.00	0.39	0.00	0.21	0.00	0.07

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	40	145		84	304		52	737	730	100	599	596
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1714		1781	1681		1781	1870	1843	1781	1870	1861
Queue Service Time (g_s), s	1.8	7.8		3.9	18.4		1.6	37.8	38.0	3.1	26.8	26.8
Cycle Queue Clearance Time (g_c), s	1.8	7.8		3.9	18.4		1.6	37.8	38.0	3.1	26.8	26.8
Green Ratio (*g/C*)	0.23	0.19		0.25	0.20		0.50	0.44	0.44	0.51	0.45	0.45
Capacity (*c*), veh/h	157	319		317	338		246	830	818	211	851	847
Volume-to-Capacity Ratio (*X*)	0.252	0.455		0.263	0.899		0.210	0.889	0.892	0.474	0.704	0.704
Back of Queue (*Q*), ft/ln (95 th percentile)	35	146		74	354		27	597	594	53	417	409
Back of Queue (*Q*), veh/ln (95 th percentile)	1.4	5.8		2.9	13.9		1.1	23.5	23.4	2.1	16.4	16.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	33.2	37.7		31.3	40.6		17.7	26.6	26.7	22.5	22.8	22.8
Incremental Delay (d_2), s/veh	0.3	0.4		0.2	18.5		0.2	6.5	6.8	0.6	0.9	0.9
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	33.5	38.1		31.5	59.1		17.9	33.1	33.5	23.1	23.7	23.7
Level of Service (LOS)	C	D		C	E		B	C	C	C	C	C
Approach Delay, s/veh / LOS	37.1	D		53.2	D		32.8	C		23.7	C	
Intersection Delay, s/veh / LOS	31.9						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.30	B	2.30	B	1.91	B	1.91	B
Bicycle LOS Score / LOS	0.79	A	1.13	A	1.74	B	1.56	B

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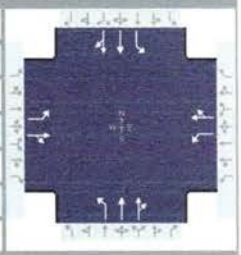
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency				Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jul 12, 2024	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	PM Peak Hour	PHF	0.95
Urban Street	US-1	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 & Weatherbee - PM - WithOUT Project....		
Project Description	Future without Project				

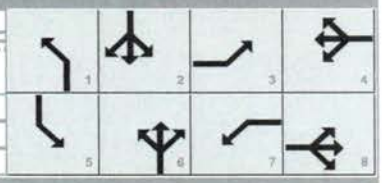


Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	11	90	70	96	53	121	58	1250	55	160	1581	31

Signal Information			
Cycle, s	101.5	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	5.8	1.2		50.1	2.0	4.7	12.2					
Yellow	4.8	0.0		4.8	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	8.0	18.2	12.6	22.9	12.6	56.9	13.7	58.0
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	2.6	11.6	6.9	12.5	3.6	32.3	6.6	44.2
Green Extension Time (g_e), s	0.0	0.6	0.1	0.5	0.1	8.3	0.2	7.0
Phase Call Probability	0.28	1.00	0.94	1.00	0.82	1.00	0.99	1.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.20	0.00	0.44

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	12	168		101	183		61	691	683	168	850	847
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1734		1781	1662		1781	1870	1842	1781	1870	1857
Queue Service Time (g_s), s	0.6	9.6		4.9	10.5		1.6	30.2	30.3	4.6	41.9	42.2
Cycle Queue Clearance Time (g_c), s	0.6	9.6		4.9	10.5		1.6	30.2	30.3	4.6	41.9	42.2
Green Ratio (*g/C*)	0.14	0.12		0.19	0.17		0.55	0.49	0.49	0.56	0.51	0.51
Capacity (*c*), veh/h	158	209		219	277		192	924	910	270	945	939
Volume-to-Capacity Ratio (*X*)	0.073	0.806		0.461	0.661		0.317	0.748	0.750	0.623	0.899	0.902
Back of Queue (*Q*), ft/ln (95 th percentile)	11	188		96	192		30	456	452	78	645	637
Back of Queue (*Q*), veh/ln (95 th percentile)	0.4	7.4		3.8	7.5		1.2	17.9	17.8	3.0	25.4	25.5
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	38.1	43.5		35.7	39.7		21.8	20.7	20.7	18.6	22.8	22.9
Incremental Delay (d_2), s/veh	0.1	2.8		0.6	1.0		0.3	1.8	1.8	0.9	8.3	8.6
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	38.2	46.3		36.2	40.7		22.2	22.4	22.5	19.4	31.1	31.5
Level of Service (LOS)	D	D		D	D		C	C	C	B	C	C
Approach Delay, s/veh / LOS	45.8	D		39.1	D		22.5	C		30.2	C	
Intersection Delay, s/veh / LOS	28.7						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.30	B	2.30	B	1.90	B	1.90	B
Bicycle LOS Score / LOS	0.78	A	0.96	A	1.67	B	2.03	B

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TURNING MOVEMENT VOLUME COUNTS

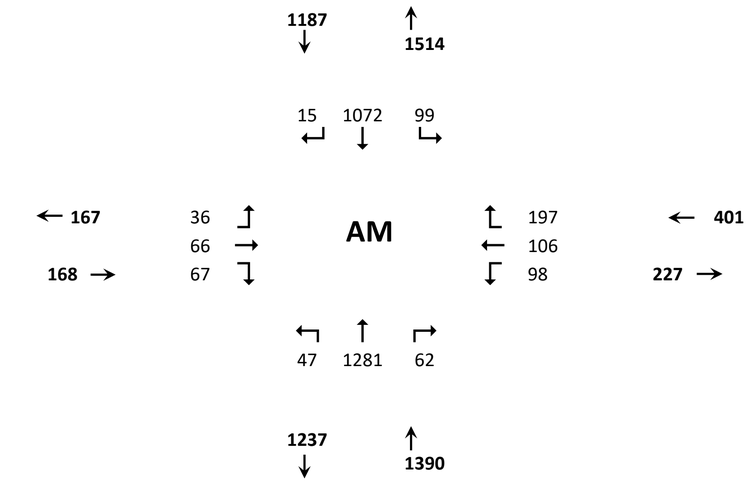
N/S STREET: US-1 **E/W STREET**: Weatherbee Rd **CONTROL**: Signalized

FILENAME:

COUNT DATE: 6/29/2021 **DAY**: Tuesday **CITY**: Ft. Pierce **INTERSECTION**: US-1 and Weatherbee Rd

REPORT DATE: 6/30/2021 **ANALYSIS YEAR**: 2026

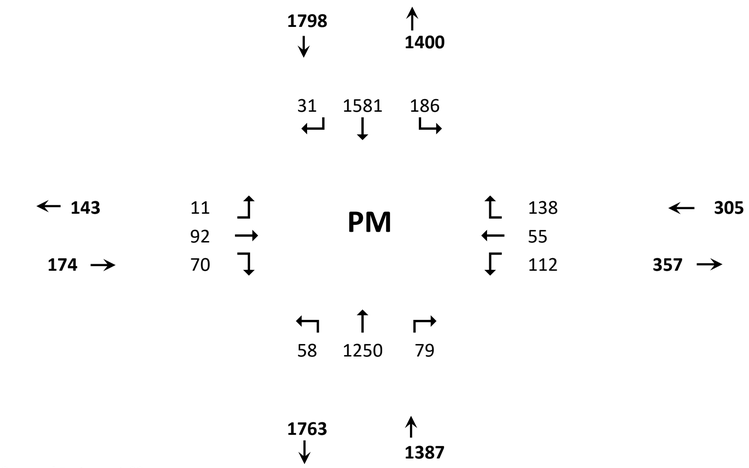
	Northbound			Southbound			Eastbound			Westbound				
15 Min Period	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	6	162	13	10	174	3	3	12	8	14	6	32	443	2349
7:15-7:30	11	245	7	23	202	2	10	9	8	17	12	32	578	2466
7:30-7:45	9	302	14	23	208	2	8	14	9	15	11	30	645	2495
7:45-8:00	10	301	11	15	224	3	5	11	8	15	26	54	683	2405
8:00-8:15	11	204	7	19	208	2	7	15	19	15	28	25	560	2297
8:15-8:30	8	231	12	17	228	5	9	13	18	16	19	31	607	
8:30-8:45	14	208	9	15	230	7	3	7	4	16	14	28	555	
8:45-9:00	6	224	14	13	251	3	6	10	11	7	6	24	575	
AM PEAK HOUR IS FROM:			**7:30 AM TO 8:30AM**											
Volumes	38	1038	44	74	868	12	29	53	54	61	84	140	2495	
Season Factor	41	1131	48	81	946	13	32	58	59	66	92	153	2720	
Growth	47	1280	54	91	1070	15	36	65	67	75	104	173	3077	
In/Out	-	-	IN	IN	-	-	-	IN	-	OUT	OUT	OUT	-	
Percentage	0%	0%	41%	45%	0%	0%	0%	4%	0%	41%	4%	45%	0%	
PROJECT	0	0	7	8	0	0	0	1	0	22	2	24	**0**	
Baron Midway		1			2					1				
Total	47	1281	62	99	1072	15	36	66	67	98	106	197	3146	



Seasonal Factor: 1.09
Trips In 18
Trips Out 54
Growth Rate: 1.025
Years Grown: 5
PHF 0.91

Peak Seasonal Factor Average of East of US-1 AND West of US-1

	Northbound			Southbound			Eastbound			Westbound				
15 Min Period lanes	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	6	265	11	20	280	5	2	12	16	13	8	17	655	2704
4:15-4:30	10	266	24	21	256	4	5	13	19	16	8	26	668	2808
4:30-4:45	14	237	13	22	293	3	3	19	13	28	13	25	683	2864
4:45-5:00	12	253	11	31	302	8	1	13	9	25	10	23	698	2898
5:00-5:15	12	248	8	38	337	9	4	24	17	19	15	28	759	2867
5:15-5:30	11	246	10	29	349	3	1	22	13	10	7	23	724	
5:30-5:45	12	266	15	32	293	5	3	14	18	24	11	24	717	
5:45-6:00	11	258	15	25	268	6	2	13	14	20	9	26	667	
PM PEAK HOUR IS FROM:			**4:45PM TO 5:45PM**											
Volumes	47	1013	44	130	1281	25	9	73	57	78	43	98	2898	
Season Factor	51	1104	48	142	1396	27	10	80	62	85	47	107	3159	
Growth	58	1249	54	160	1580	31	11	90	70	96	53	121	3574	
In/Out	-	-	IN	IN	-	-	-	IN	-	OUT	OUT	OUT	-	
Percentage	0%	0%	41%	45%	0%	0%	0%	4%	0%	41%	4%	45%	0%	
Project	0	0	23	26	0	0	0	2	0	16	2	18	**0**	
Baron Midway		1	1		1									
Total	58	1250	79	186	1581	31	11	92	70	112	55	138	3663	

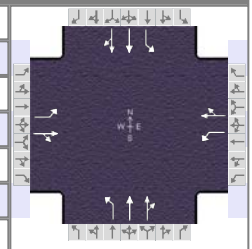


Seasonal Factor: 1.09
Growth Rate: 1.025
Trips In: 57
Trips Out: 39
Years Grown: 5
PHF 0.95

Peak Seasonal Factor Average of East of US-1 AND West of US-1

HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jul 12, 2024	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	AM Peak Hour	PHF	0.91
Urban Street	US-1	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 & Weatherbee - AM - With Project.xus		
Project Description	Future Total with Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	36	66	67	98	106	197	47	1281	62	99	1072	15

Signal Information			
Cycle, s	109.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	5.5	1.2	48.3	4.9	2.1	21.4	1	2	3	4		
Yellow	4.8	0.0	4.8	4.0	0.0	4.0	5	6	7	8		
Red	2.0	0.0	2.0	2.0	0.0	2.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	10.9	27.4	13.0	29.5	12.3	55.1	13.5	56.3
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	3.9	10.2	7.2	23.3	3.7	42.3	5.5	30.1
Green Extension Time (g_e), s	0.0	0.8	0.1	0.2	0.1	5.9	0.1	6.5
Phase Call Probability	0.70	1.00	0.96	1.00	0.79	1.00	0.96	1.00
Max Out Probability	0.00	0.00	0.00	1.00	0.00	0.26	0.00	0.09

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	40	146		108	333		52	742	733	109	599	596
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1715		1781	1674		1781	1870	1840	1781	1870	1861
Queue Service Time (g_s), s	1.9	8.2		5.2	21.3		1.7	40.0	40.3	3.5	28.1	28.1
Cycle Queue Clearance Time (g_c), s	1.9	8.2		5.2	21.3		1.7	40.0	40.3	3.5	28.1	28.1
Green Ratio (*g/C*)	0.24	0.20		0.26	0.22		0.49	0.44	0.44	0.51	0.45	0.45
Capacity (*c*), veh/h	149	337		332	362		240	828	815	202	849	845
Volume-to-Capacity Ratio (*X*)	0.266	0.434		0.324	0.921		0.215	0.896	0.900	0.538	0.705	0.705
Back of Queue (*Q*), ft/ln (95 th percentile)	36	153		100	416		29	641	638	63	440	432
Back of Queue (*Q*), veh/ln (95 th percentile)	1.4	6.0		3.9	16.4		1.1	25.2	25.1	2.5	17.3	17.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	34.2	38.5		32.1	41.9		18.7	28.1	28.2	24.0	24.0	24.0
Incremental Delay (d_2), s/veh	0.4	0.3		0.2	25.6		0.2	7.9	8.3	0.8	1.2	1.2
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	34.6	38.9		32.3	67.5		18.9	36.0	36.5	24.8	25.1	25.1
Level of Service (LOS)	C	D		C	E		B	D	D	C	C	C
Approach Delay, s/veh / LOS	38.0	D		58.9	E		35.6	D		25.1	C	
Intersection Delay, s/veh / LOS	34.8						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.30	B	2.30	B	1.91	B	1.91	B
Bicycle LOS Score / LOS	0.79	A	1.21	A	1.75	B	1.56	B

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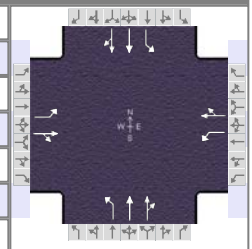
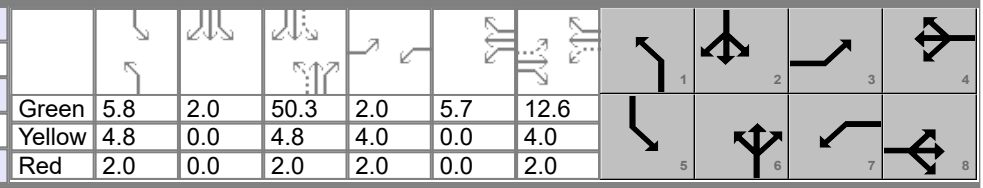
HCS Signalized Intersection Results Summary

General Information				Intersection Information	
Agency				Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jul 12, 2024	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	PM Peak Hour	PHF	0.95
Urban Street	US-1	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 & Weatherbee - PM - With Project.xus		
Project Description	Future with Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	11	92	70	112	55	138	58	1250	79	186	1581	31

Signal Information			
Cycle, s	104.0	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On



Green	5.8	2.0	50.3	2.0	5.7	12.6						
Yellow	4.8	0.0	4.8	4.0	0.0	4.0						
Red	2.0	0.0	2.0	2.0	0.0	2.0						

Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	8.0	18.6	13.7	24.3	12.6	57.1	14.7	59.1
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	2.6	12.0	7.8	14.0	3.7	34.8	7.7	45.4
Green Extension Time (g_e), s	0.0	0.6	0.1	0.6	0.1	8.3	0.2	6.8
Phase Call Probability	0.28	1.00	0.97	1.00	0.83	1.00	1.00	1.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.25	0.01	0.48

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	12	171		118	203		61	706	693	196	850	847
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1735		1781	1657		1781	1870	1831	1781	1870	1857
Queue Service Time (g_s), s	0.6	10.0		5.8	12.0		1.7	32.6	32.8	5.7	43.1	43.4
Cycle Queue Clearance Time (g_c), s	0.6	10.0		5.8	12.0		1.7	32.6	32.8	5.7	43.1	43.4
Green Ratio (*g/C*)	0.14	0.12		0.21	0.18		0.54	0.48	0.48	0.56	0.50	0.50
Capacity (*c*), veh/h	153	211		232	292		188	904	885	269	941	935
Volume-to-Capacity Ratio (*X*)	0.076	0.809		0.508	0.697		0.325	0.780	0.783	0.729	0.903	0.906
Back of Queue (*Q*), ft/ln (95 th percentile)	12	195		113	214		30	497	492	98	670	662
Back of Queue (*Q*), veh/ln (95 th percentile)	0.5	7.7		4.4	8.4		1.2	19.6	19.4	3.9	26.4	26.5
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	39.1	44.6		35.4	40.3		22.5	22.3	22.4	20.7	23.6	23.6
Incremental Delay (d_2), s/veh	0.1	2.8		0.6	1.4		0.4	2.5	2.7	1.5	9.0	9.4
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	39.1	47.4		36.1	41.7		22.9	24.8	25.0	22.2	32.6	33.0
Level of Service (LOS)	D	D		D	D		C	C	C	C	C	C
Approach Delay, s/veh / LOS	46.9	D		39.7	D		24.9	C		31.7	C	
Intersection Delay, s/veh / LOS	30.5						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.31	B	2.30	B	1.90	B	1.90	B
Bicycle LOS Score / LOS	0.79	A	1.02	A	1.69	B	2.05	B

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APPENDIX E

DRIVEWAY ANALYSIS DATA

TURNING MOVEMENT VOLUME COUNTS

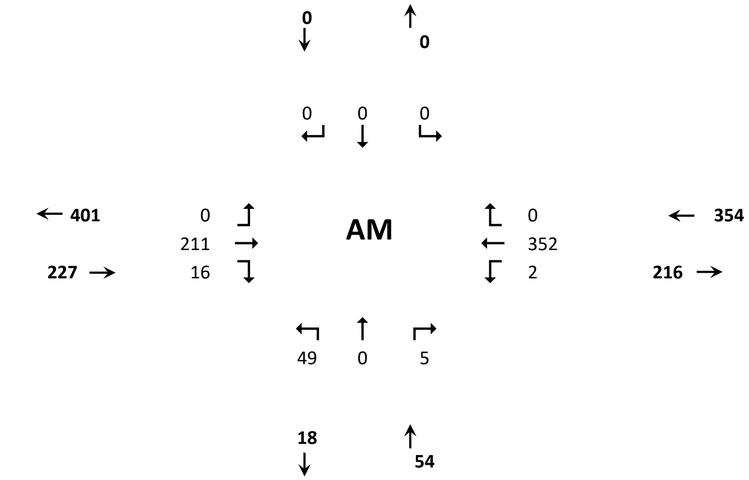
N/S STREET: Project Driveway **E/W STREET**: Weatherbee Road **CONTROL**: TWSC

FILENAME:

COUNT DATE: 6/29/2021 **DAY**: Tuesday **CITY**: Fort Pierce **INTERSECTION:**

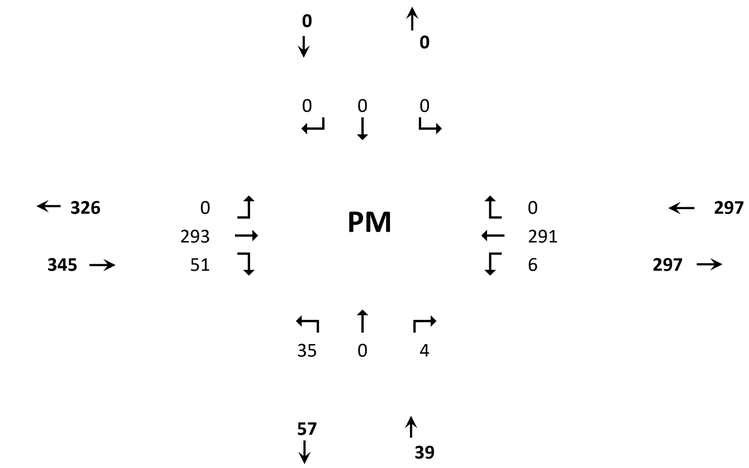
REPORT DATE: 10/07/2024 **ANALYSIS YEAR**: 2026

	Northbound			Southbound			Eastbound			Westbound			
15 Min Period	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15								35			52		87	424
7:15-7:30								39			59		98	446
7:30-7:45								51			56		107	456
7:45-8:00								37			95		132	438
8:00-8:15								41			68		109	380
8:15-8:30								42			66		108	
8:30-8:45								31			58		89	
8:45-9:00								37			37		74	
AM PEAK HOUR IS FROM:	7:30 AM TO 8:30AM													
Volumes	0	0	0	0	0	0	0	171	0	0	285	0	456	
Season Factor	0	0	0	0	0	0	0	186	0	0	311	0	497	
Growth	0	0	0	0	0	0	0	211	0	0	351	0	562	
In/Out	OUT	-	OUT	-	-	-	-	IN	IN	IN	OUT	-	-	
Percentage	90%	0%	10%	0%	0%	0%	0%	0%	90%	10%	0%	0%	0%	
PROJECT	49	0	5	0	0	0	0	0	16	2	0	0	**72**	
Baron Midway											1			
Total	49	0	5	0	0	0	0	211	16	2	352	0	635	



Seasonal Factor: 1.09
Trips In 18
Trips Out 54
Growth Rate: 1.025
Years Grown: 5
PHF: 0.86

	Northbound			Southbound			Eastbound			Westbound			
15 Min Period lanes	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15								43			38		81	422
4:15-4:30								58			50		108	473
4:30-4:45								54			66		120	472
4:45-5:00								55			58		113	471
5:00-5:15								70			62		132	460
5:15-5:30								61			46		107	
5:30-5:45								61			58		119	
5:45-6:00								53			49		102	
PM PEAK HOUR IS FROM:	4:15PM TO 5:15PM													
Volumes	0	0	0	0	0	0	0	237	0	0	236	0	473	
Season Factor	0	0	0	0	0	0	0	258	0	0	257	0	516	
Growth	0	0	0	0	0	0	0	292	0	0	291	0	583	
In/Out	OUT	-	OUT	-	-	-	-	IN	IN	IN	OUT	-	-	
Percentage	90%	0%	10%	0%	0%	0%	0%	0%	90%	10%	0%	0%	0%	
Project	35	0	4	0	0	0	0	0	51	6	0	0	**96**	
Baron Midway								1						
Total	35	0	4	0	0	0	0	293	51	6	291	0	680	



Seasonal Factor: 1.09
Growth Rate: 1.025
Trips In: 57
Trips Out: 39
Years Grown: 5
PHF: 0.90

HCS Two-Way Stop-Control Report

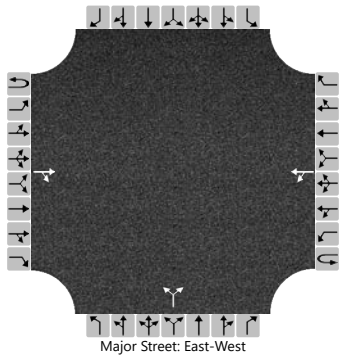
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	7/12/2024
Analysis Year	2026
Time Analyzed	AM Peak Hour
Intersection Orientation	East-West
Project Description	407 E. Weatherbee

Site Information

Intersection	Weatherbee & Driveway 1
Jurisdiction	St. Lucie County
East/West Street	Weatherbee Road
North/South Street	Driveway 1
Peak Hour Factor	0.86
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			211	16		2	352			49		5				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						2					63					
Capacity, c (veh/h)						1294					439					
v/c Ratio						0.00					0.14					
95% Queue Length, Q_{95} (veh)						0.0					0.5					
95% Queue Length, Q_{95} (ft)						0.0					12.8					
Control Delay (s/veh)						7.8	0.0				14.6					
Level of Service (LOS)						A	A				B					
Approach Delay (s/veh)					0.1				14.6							
Approach LOS					A				B							

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HCS Two-Way Stop-Control Report

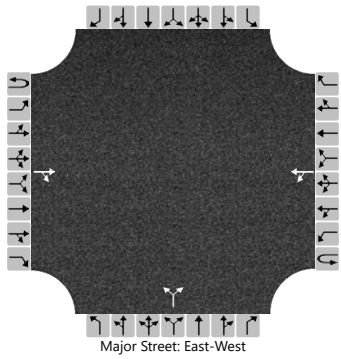
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	7/12/2024
Analysis Year	2026
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	407 E. Weatherbee

Site Information

Intersection	Weatherbee & Driveway 1
Jurisdiction	St. Lucie County
East/West Street	Weatherbee Road
North/South Street	Driveway 1
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			293	51		6	291			35		4				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						7					43					
Capacity, c (veh/h)						1171					424					
v/c Ratio						0.01					0.10					
95% Queue Length, Q_{95} (veh)						0.0					0.3					
95% Queue Length, Q_{95} (ft)						0.0					7.7					
Control Delay (s/veh)						8.1	0.1				14.5					
Level of Service (LOS)						A	A				B					
Approach Delay (s/veh)					0.2				14.5							
Approach LOS					A				B							

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ENGINEERS & SURVEYORS
ENVIRONMENTAL

March 16, 2022

SURVEYOR'S REPORT
PARCEL ID **3403-501-0025-000-5**
4701 REGINA DRIVE, FORT PIERCE

The purpose of this report is to evaluate the overlap / encroachment of the right-of-way of Poinciana Avenue (a 40' wide right of way) with Block 3 of Regina Palms, recorded in Plat Book 4 page 82 of the public records in St. Lucie County.

A boundary survey was performed by this office for, Lots 1 through 26, Block 2 and Lots 1 through 26, Block 3 and that part of a vacated Englar Ave, according said Plat of Regina Palms. The field work was performed by this office in June of 2021, and a +/-28' encroachment of roadway improvements and utilities for Poinciana Ave. into said Block 3 was discovered.

A request was made by St Lucie County to determine if a proration factor should be applied, based on the premise that the found monumentation was not the original platted monumentation. To determine if a proration is necessary, a field survey of Section 3, Township 36 South, Range 40 East, would need to be performed. For this report we did not recover or reestablish all of Section 3, we used historical survey, survey by others and DOT Right of Way maps. From this data we created a breakdown of said Section 3 and used the East line of Section 3 as the bases of evaluation.

We are using the East line of said Section 3 because we are looking for a North, South discrepancy.

My findings are as follows:

East line, according to the GLO Survey "80.1 chains"	2,643.3'
East line, according to the Plat of White City Subdivision PB 1, Pg 23	2,652.1'
East line, according to DOT R/W map for Midway Rd PB 21, Pg 9	2,650.6'
East line, according to Regina Palms PB 4, Pg 82	(info not shown)
East line, according to survey data / maps	2,651.2'

DOT R/W map for Midway Rd agrees within +/- 0.6', with the survey data of Section 3.; The plat of White City subdivision agrees within +/- 0.9' with the survey data of Section 3; Since the Plat of White City agrees with Section 3 survey data, I am assuming that the plat of Regina Palms will also agree.

A few issues to consider:

The Plat of Regina Palms does not identify the north section line or the quarter section line, nor does it provide a distance from the North line of the section to the South line of the quarter section. The legibility of the Plat - it is difficult to read and understand especially when it nears the south end of the Plat, "Midway Road". Regina Palm is a replat of White City subdivision, which is based on the Public Land Survey System, "PLSS", Governmental Land Office "GLO". The resolution for Section 3 36 40 is based on historical surveys and other survey data and the monumentation found is not the original monumentation for the section.

The plat of Regina Palms was prepared in 1925 and we cannot rely on finding the "original plat monumentation". I do believe that some of the monumentation we recovered may not be original, but was set very early. Due to the age of the Plat and the platting requirements of the time, it would be very difficult to determine what was the original plat control.

In my opinion:

Recovering the original monumentation for Lots 1 & 2, 14-18 and 29-31 of White City Subdivision, and establishing the right of way limits of Midway Road as laid out and in use in 1926 is the correct way of determining if the lots within Regina Palms should be prorated, but that historical control is lost or destroyed.

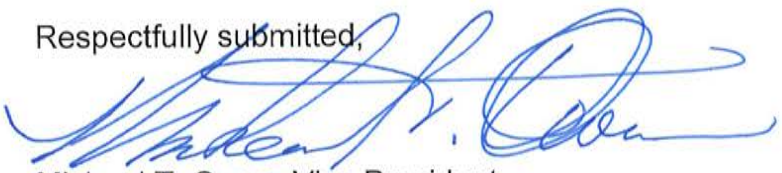
The original platted monumentation does not have to exist to establish occupation and/or existing conditions.

There should be no proration of lots or blocks within the Plat of Regina Palms. The original monumentation may or may not have been found, however, enough monumentation was found to support and/or establish occupation and/or existing conditions, and the control for Section 3 is consistent with the Plat of White City subdivision and Regina Palms

Reference material:

GLO Survey for Township 36 South Range 40 East
Plat of White City Subdivision PB 1, Pg 23
Plat of Regina Palms PB 4, Pg 82
DOT R/W map for Midway Rd PB 21, Pg 9
Miscellaneous survey data & maps
Certified corner records (east side of Section 3 only
CAD file from James A. Kirby "Star Net" file

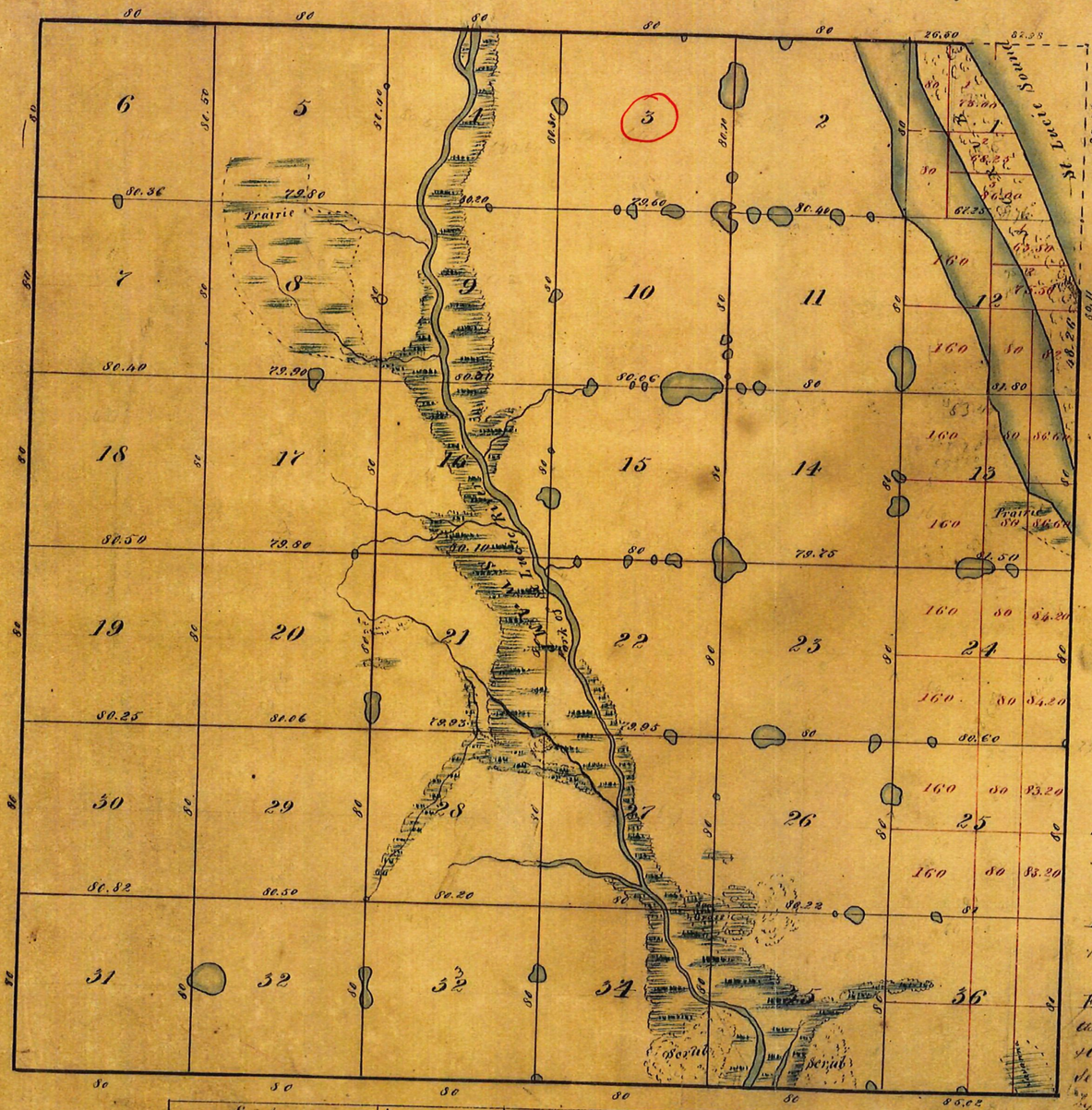
Respectfully submitted,



Michael T. Owen, Vice President
Engineering Design & Construction Inc.
PSM #5556

T. 36. S. R. 40. E.

State of Florida.



Traverse		
No	Course	Dist
	Sec 12	
1	N 25½ W	35.00
	Sec 1	
1	N 25 W	30.00
2	N 26 W	30.00
3	N 35½ W	31.00

Contents					
No	Area	No	Area	No	Area
1	387.25	13	653.20	25	646.40
2	642.00	14	639.00	26	640.80
3	640.00	15	640.24	27	639.80
4	643.60	16	641.60	28	640.72
5	642.80	17	638.80	29	642.24
6	643.44	18	643.60	30	644.28
7	643.04	19	643.00	31	644.28
8	638.80	20	639.44	32	642.00
9	642.00	21	640.12	33	640.80
10	638.64	22	639.80	34	640.00
11	641.60	23	639.00	35	640.88
12	621.00	24	648.40	36	
	7424.17		7716.20		7662.20
Aggregate			2280257 acres		

The West Boundary was run by A H Jones Dep Surv. in 1845

The North South & East Boundaries were surveyed by Geo. Houston in 1845

Sectioned in the month of May 1853 by Chas. E. Hopkins Dep. Surv.r

Wesley Oberry } were Chainmen
Benj. Townsend }

Scale 40 chains to an inch. Var. 4.07 East

Examined compared with the Field Notes and find the Eastern tier of sections not closed according to instructions, & the Measurement not agreeing with the North Boundary of Section 1. and South Boundary of Section 6, as previously made by Houston - See letter of Surv. Genl to Comr. Sept 24th 1853 & Comr. to Surv. Genl. Decr 7th 1853 accordingly

Approved Dec 26th 1853

[illegible]

[illegible]

Land Surveyed	By whom Surveyed	Date of Contract	No. of Miles	Rate per Mile	Amt of each
Section Lines	C. F. Hopkins	27 April 1853	59.76.65	$4	239.83
Traverse			1.46.—		6.30
					246.13

1-23

WHITE CITY

Subdivision of

SECTIONS 3, 4, 5, 8, 9 and 10

TOWNSHIP 36 S. RANGE 40 E.

St. Lucie County Fla.

SCALE: 600' to 1" Franklin Sheen, Surveyor. April 1911.

R = SECTION 3

▭ = REGINA PALMS

FLORIDA EAST COAST RY. CO.

FLORIDA COAST LINE CANAL

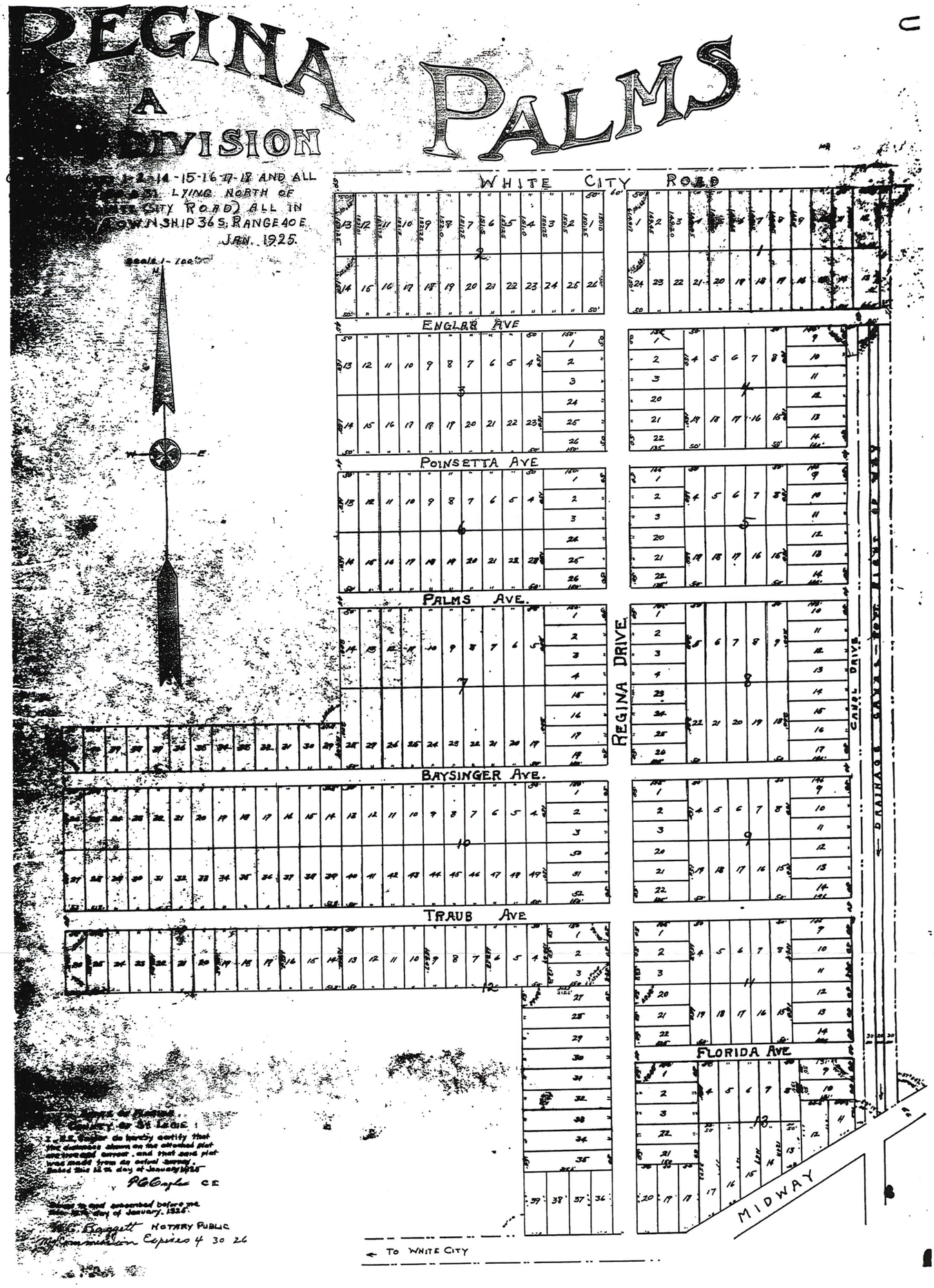
TRANSPORTATION COMPANY

FLORIDA EAST COAST RY. CO.

FLORIDA COAST LINE CANAL and TR. CO.

FLORIDA EAST COAST RY. CO.

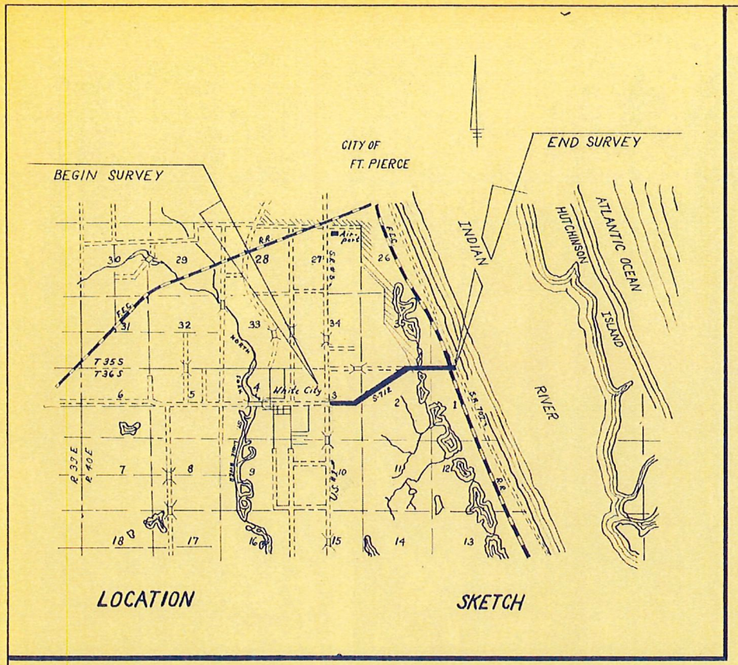
1-23

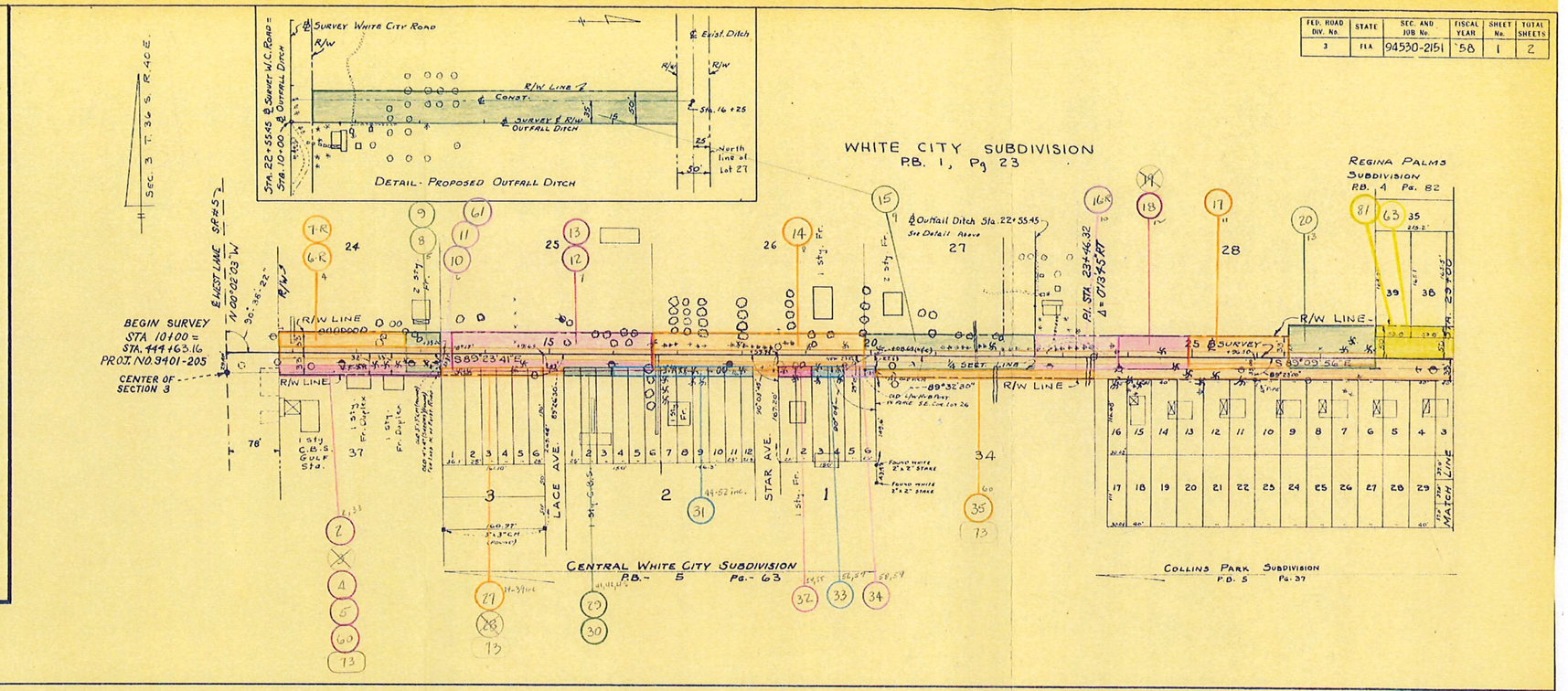

REGINA PALMS
A
DIVISION
1-2-14-15-16-17-18 AND ALL
LYING NORTH OF
CITY ROAD) ALL IN
OWNSHIP 36 S. RANGE 40 E.
JAN. 1925.
WHITE CITY ROAD
ENGLAR AVE
POINSETTA AVE
PALMS AVE.
BAYSINGER AVE.
TRAUB AVE
FLORIDA AVE
REGINA DRIVE
CANAL DRIVE
MIDWAY
TO WHITE CITY
COUNTY OF ST. LUCIE
I, R.E. Engler do hereby certify that the dimensions shown on the attached plat are true and correct, and that said plat was made from an actual survey.
Dated this 12th day of January 1925
P.C. Engler C.E.
Sworn to and subscribed before me this 12th day of January, 1925.
H.C. Baggett NOTARY PUBLIC
My Commission Expires 4 30 26

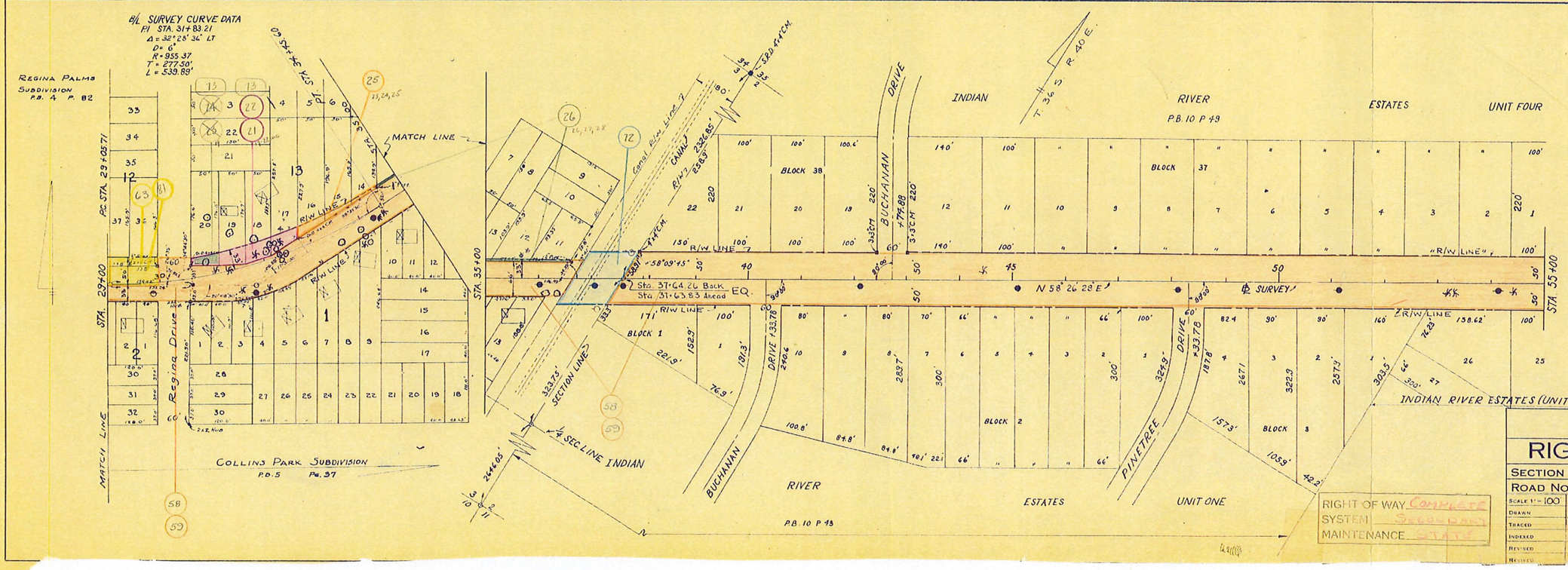
4-82

4-82

FED. ROAD DIV. No.	STATE	SEC. AND JOB No.	FISCAL YEAR	SHEET No.	TOTAL SHEETS
3	FLA	94530-2151	'58	1	2







"This right-of-way map when recorded is an instrument of title conveyance, transferring in accordance with Florida Statutes 337.29 (1977) all right, title, and interest of the Florida Department of Transportation in the road, street, highway, set forth on this map to ST. LUCIE County."

Recorded in Public Records of ST. LUCIE County, Florida, this 29 day of SEPT A.D. 1980 in Road Plat Book 27 Page 9, 9A.

Clerk of Circuit Court
ST. LUCIE County, Florida

STATE OF FLORIDA
STATE ROAD DEPARTMENT

RIGHT OF WAY MAP

SECTION No. 94530 - 2151

ROAD No. S-712 ST. LUCIE COUNTY

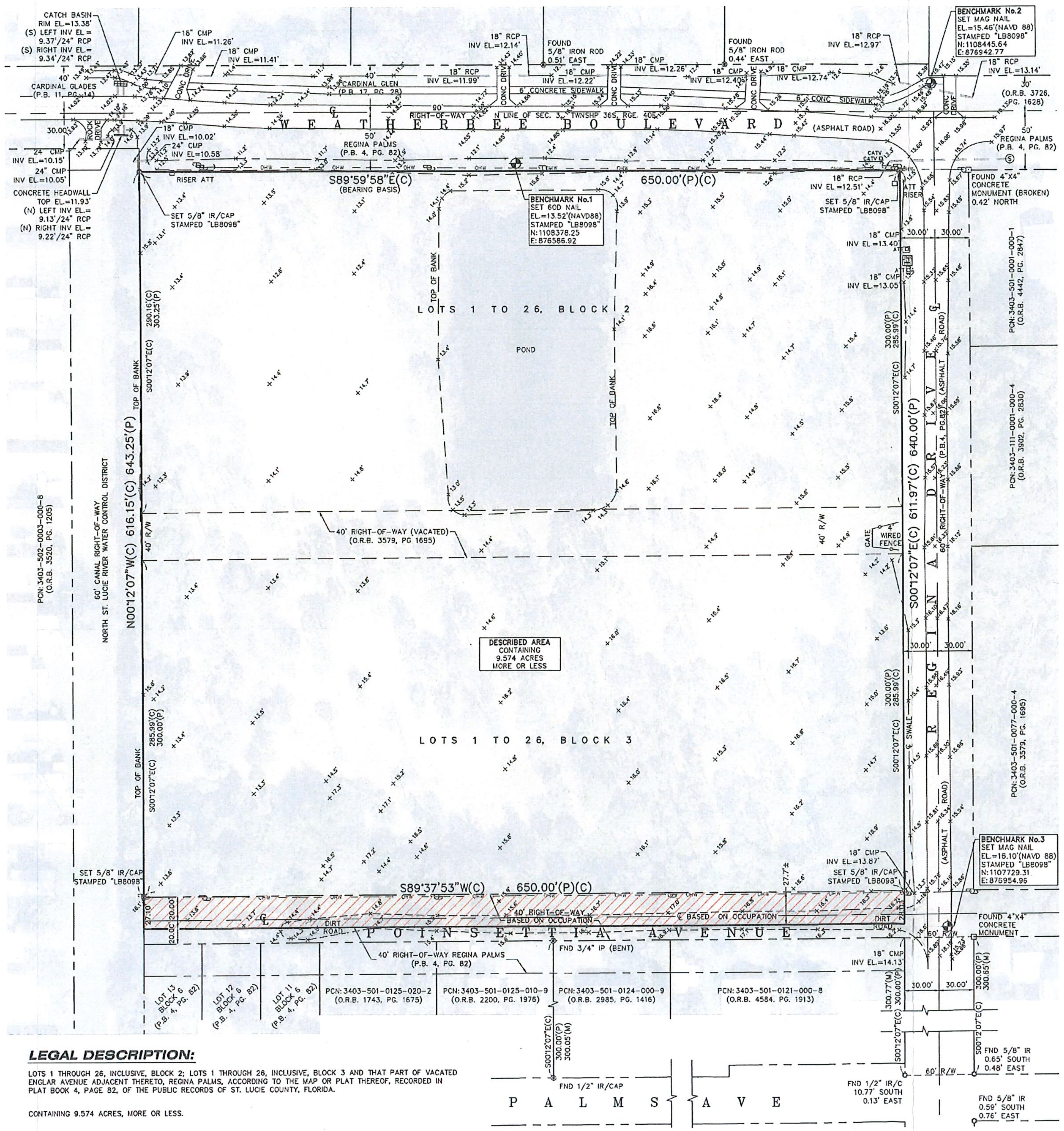
SCALE 1" = 100'	NAMES	DATES
DRAWN	Yale	9-58
TRACED	Yale	9-58
INDEXED		
REVISED		
REVISED		

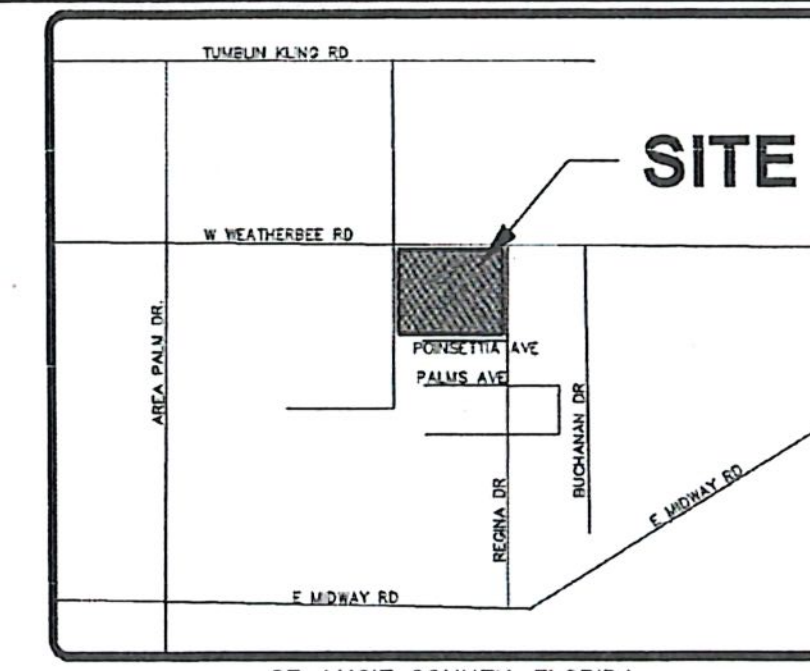
APPROVED BY
Winter Carter
6-1-59 DIVISION ENGINEER
Harpa Buchanan 6-10-59
for STATE HIGHWAY ENGINEER

RIGHT OF WAY COMPLETE
SYSTEM SECONDARY
MAINTENANCE STATE

BOUNDARY SURVEY WITH TOPOGRAPHY

FOR: BALLARENA CONSTRUCTION





ST. LUCIE COUNTY, FLORIDA
VICINITY MAP
NO SCALE

SYMBOL & ABBREVIATION LEGEND:

Symbol	Meaning
Ⓐ	AIR RELEASE VALVE
AL	ARC LENGTH
ASPH	ASPHALT
BFP	BACK FLOW PREVENTER
	BENCHMARK (BM)
	BIKE RACK
CATV □	CABLE RISER
(C)	CALCULATED
	CATCH BASIN
℄	CENTERLINE
CCR	CERTIFIED CORNER RECORD
CLF	CHAIN LINK FENCE
CHD.	CHORD
CO O	CLEAN OUT
COMM RISER	COMMUNICATION RISER
CONC	CONCRETE
	CONCRETE LIGHT POST
CM	CONCRETE MONUMENT
CPP ⊠	CONCRETE POWER POLE (CPP)
	CONCRETE POWER POLE W/STREET LIGHT
	CONCRETE SIGNAL LIGHT POLE
CMP	CORRUGATED METAL PIPE
	CURB INLET
	DECORATIVE LIGHT POST
(D)	DEED
D.B.	DEED BOOK
ø	DIAMETER (DIA.)
Ⓓ	DRAINAGE MANHOLE
DIP	DUCTILE IRON PIPE
E	EAST/EASTING
EOW	EDGE OF WATER
EB	ELECTRIC BOX
EHH	ELECTRIC HAND HOLE (EHH)
EM	ELECTRIC METER
ELEC PANEL	ELECTRICAL PANEL
EL./ELEV.	ELEVATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.O.	FIBER OPTIC
FOHH	FIBER OPTIC HAND HOLE
	FIBER OPTIC MARKER
FIBER RISER	FIBER OPTIC RISER
(M)	FIELD MEASURED
F.F.E.	FINISHED FLOOR ELEVATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FPL	FLORIDA POWER AND LIGHT
FT	FOOT
FM	FORCE MAIN
FND	FOUND
Ⓕ	FPL MANHOLE
SQ FT.	SQUARE FEET
GAS	GAS VALVE
GIS	GEOGRAPHIC INFORMATION SYSTEMS
GND	GROUND
	GROUND LIGHT
	GUY WIRE ANCHOR
	HANDICAP
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HWF	HOG WIRE FENCE
HYD	HYDRANT
IN	INCH
INV	INVERT
IP	IRON PIPE
IR	IRON ROD
IR/C	IRON ROD AND CAP
	IRRIGATION CONTROL VALVE
L	LENGTH
	LIGHT POST
MAG/D	MAG NAIL MAG BRAND NAIL
Ⓜ	MAILBOX
M.C.	MARTIN COUNTY
MHWL	MEAN HIGH WATER LINE
MLWL	MEAN LOWER WATER LINE
	METAL LIGHT POST
	METAL POWER POLE
MP	METAL PIPE
	MONITORING WELL
MON	MONUMENT
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
N/D	NON DESCRIPT NAIL AND DISK
N.R.	NON RADIAL
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
N	NORTH OR NORTHING
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
OHW	OVER HEAD WIRES
PG	PAGE
PCN	PARCEL CONTROL NUMBER
PK NAIL	PARKER-KALON NAIL
PK/D	PARKER-KALON NAIL & DISK
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
P.B.	PLAT BOOK
(P)	PLAT DATA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.C.C.	POINT OF COMPOUND CURVE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.T.	POINT OF TERMINUS
PVC	POLYVINYL CHLORIDE
PSL	PORT SAINT LUCIE, FLORIDA
PLS	PROFESSIONAL LAND SURVEYOR
R	RADIUS
RGE	RANGE
RTK	REAL TIME KINEMATIC
RWV	RECLAIMED WATER VALVE
RLS	REGISTERED LAND SURVEYOR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
R/C	ROD AND CAP
Ⓢ	SANITARY MANHOLE
SV	SANITARY VALVE
SEC	SECTION
	PROPERTY CORNER
	RIGHT-OF-WAY CONTROL
	SIGN
S	SOUTH
	SPIGOT
	SPRINKLER VALVE
S.L.C.	ST. LUCIE COUNTY
STA	STATION
Ⓓ	STORMWATER DRAINAGE MANHOLE
	STREET SIGN
TELE RISER	TELEPHONE RISER BOX
TOE	TOE OF SLOPE
TOB	TOP OF BANK/BERM
T.O.N.	TOP OF NUT
X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
TWNSHP	TOWNSHIP
Ⓣ	TRAFFIC HANDHOLD
TSCB	TRAFFIC SIGNAL CONTROL BOX
TYP	TYPICAL
UNK	UNKNOWN
	UNKNOWN HANDHOLD
RISER BOX	UNKNOWN RISER BOX
Ⓤ	UNKNOWN TYPE MANHOLE
WM	WATER METER
	WATER SERVICE METER (WM)
WV	WATER VALVE (WV)
W	WEST
WF	WOOD FENCE
	WOOD POLE STREET LIGHT
	WOOD POWER POLE

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK WAS JUNE 16TH, 2021.
3. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. A TITLE SEARCH FOR THIS PROPERTY HAS NOT BEEN ABSTRACTED TO SHOW MATTERS OF RECORD SUCH AS EASEMENTS OR OTHER ENCUMBRANCES OR RESTRICTIONS.
4. PARCELS CONTAIN A TOTAL OF 9.574 ACRES, MORE OR LESS.
5. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN CHAPTER 5J-17.050-053, FLORIDA ADMINISTRATIVE CODE, IS "RESIDENTIAL/MEDIUM DENSITY." THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THE REQUIRED DISTANCE ACCURACY.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (1990).
7. SUB-SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HERON ARE BASED UPON THE NORTH LINE OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA PER THE LINE LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON NATIONAL GEODETIC SURVEY CONTROL MONUMENTS DESIGNATED "Y 403" AND "Z 403", HAVING PUBLISHED ELEVATIONS OF 13.45 FEET AND 14.98 FEET.
11. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPRECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLES "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
12. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
13. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
14. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
15. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA OF MINIMAL FLOOD HAZARD AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0189K, HAVING AN EFFECTIVE DATE OF FEBRUARY 19, 2020. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.
16. = AREA ENCUMBERED BY APPARENT USE (ROAD RIGHT-OF-WAY & UTILITIES)

CERTIFIED TO:

1. TREASURE TOWNHOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
3. DEAN, MEAD, MINTON & MOORE

MICHAEL T. OWEN Professional Surveyor and Mapper License Number 5555 STATE OF FLORIDA

11-12-2021

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE:

LEGAL DESCRIPTION:

LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 2; LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 3 AND THAT PART OF VACATED ENGLAR AVENUE ADJACENT THERETO, REGINA PALMS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 82, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 9.574 ACRES, MORE OR LESS.

EDC
ENGINEERS SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

AV DRAWN BY | MTO CHECKED BY | JW FIELD CREW | 21-293_Weatherbee_REV2.dwg FILENAME | 36"X24" LAYOUT | 1"=50' SCALE | June 16th, 2021 DATE

11/12/21 | REVISE TO SHOW ROAD R/W ENCROACHMENT AND ADD CERTIFICATIONS - AV
DATE | REVISION COMMENTS

BOUNDARY SURVEY WITH TOPOGRAPHY
FOR: BALLARENA CONSTRUCTION
RECORD INFORMATION
SEC. 3 & 34, TWNSHP. 36 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

EDC
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
772-462-2455

21-293

1 OF 1

Z:\EDC-2021\21-293 - Ballarena - 4701 Regina Drive FP\SURVEY\Dwg - PDF\Survey\21-293_Weatherbee_REV2.dwg, 11/12/2021 10:10 AM
COPYRIGHT: 2020 BY EDC-INC: THIS FIRM EXPRESSLY RESERVES THEIR EXCLUSIVE COMMON LAW COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS TO THESE DRAWINGS WHICH MAY NOT BE DISPERSED, REPRODUCED, CHANGED OR COPIED IN ANY FORM OR MANNER, NOR ARE THEY TO BE ASSIGNED TO ANY PARTY WITHOUT THE WRITTEN CONSENT OF THIS FIRM.
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Sec 3 NE CORNER

FLORIDA DEPARTMENT OF NATURAL RESOURCES
CERTIFIED CORNER RECORD

A-17

RECEIVED
NOV 16 1992
SURVEY & MAPPIN

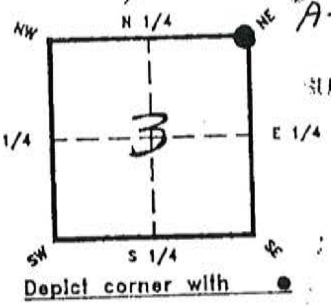
CORNER DESCRIPTION:

N.E. corner of Section 3,

Twp 36S, Rge 40E,

Tallahassee Base Meridian,

ST. LUCIE County(s), Florida.



Depict corner with ●

MONUMENTATION DESCRIPTION:

Describe original monument and accessories, or subsequent restoration. Give sources of information. (If no attempt was made to search for the original monument and accessories, this information is not necessary.)

N/A

Description of corner evidence found:
FOUND 4"X4" CONCRETE MONUMENT

State method(s) to determine corner location (lost corners only):

N/A

HORIZONTAL POSITION INFORMATION (If determined):

Latitude _____ Longitude N/A

Y(Northing) _____ X(Easting) _____ Zone _____

Convergence _____ Scale factor _____

Coordinate determination (circle one): Field traverse GPS

Horizontal datum (circle one): NAD27 NAD83(1986) NAD83(1990) other (explain)

Order of accuracy as defined in "Standards and Specifications for Geodetic Control Networks" published by the Federal Geodetic Control Committee (circle one):
1st, 2nd, 3rd, class _____.

or Minimum Technical Standards (Chapter 21HH-6, F.A.C.) ratio of closure for field data (example 1:10,000), _____. This does not specify an order of accuracy.

Control point(s) used for survey:

Comments:

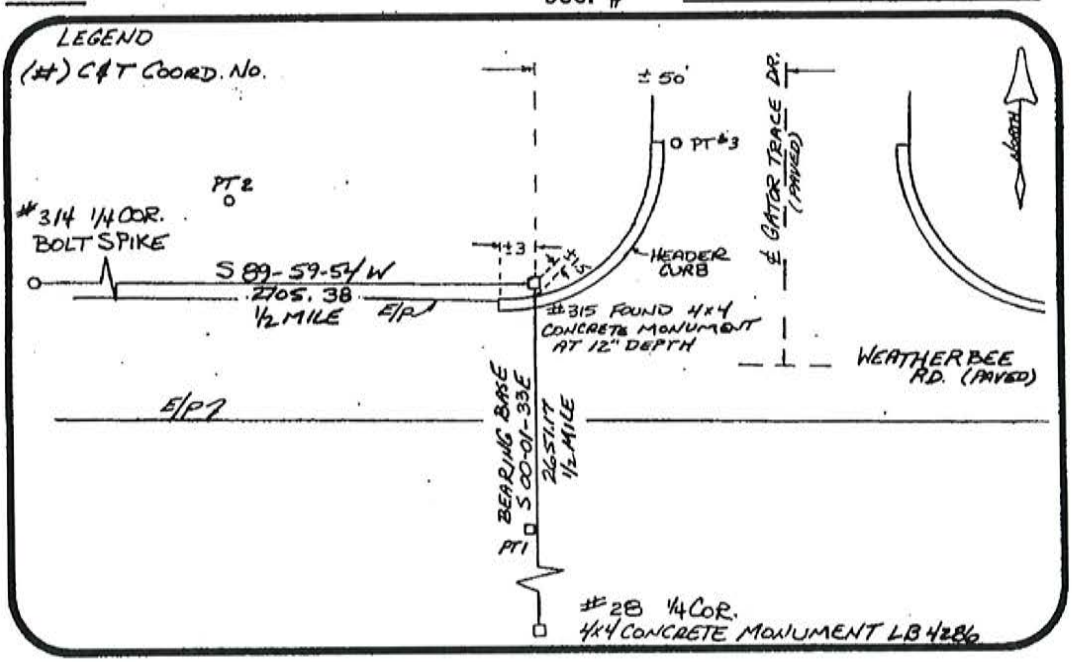
DNR 53-001(16)
REV: 2/7/91
PAGE 1 OF 2

** PLEASE COMPLETE IN BLACK INK OR TYPE **

** PLEASE COMPLETE IN BLACK INK OR TYPE **

0044305

SKETCH: DOC. #



All bearings and distances must be from the corner to the witness. Indicate whether corner was found, set, or replaced and show north arrow.

REFERENCE MEASUREMENTS (at least three vicinity references must be given below even if they appear on the above sketch):

	Description	Bearing	Distance
PT. 1	FOUND 4x4 CONCRETE R/W MONUMENT	S 00-00 E	49.91
PT. 2	SET PK. NAIL & PCP TAB LS 3333 IN WOOD POWER POLE	N 65-00 W	96.58
PT. 3	SET PK NAIL & PCP TAB IN ASPHALT AT NLY. END OF CONCRETE HEADER CURB	N 40-00 E	43.23

SURVEYORS CERTIFICATE: I certify the monument and accessories indicated above were field located on 10-1, 19 92.

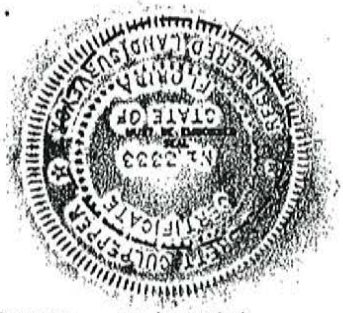
#3333
SIGNATURE - PLS NO. E. Brett Culpepper, P.E., P.L.S.

DATE

Culpepper & Terpening, Inc.
FIRM OR AGENCY

P.O. Box 1449
ADDRESS

Ft. Pierce, FL 34954-1449
CITY STATE



Completeness checked by: R&S

Accepted and filed: 12-9-92
Date

B.L.M. - I.D. 03343502 D.N.R. USE ONLY

SEND TO:

Department of Natural Resources
Bureau of Survey and Mapping
3900 Commonwealth Boulevard
Mail Station 105
Tallahassee, Florida 32399

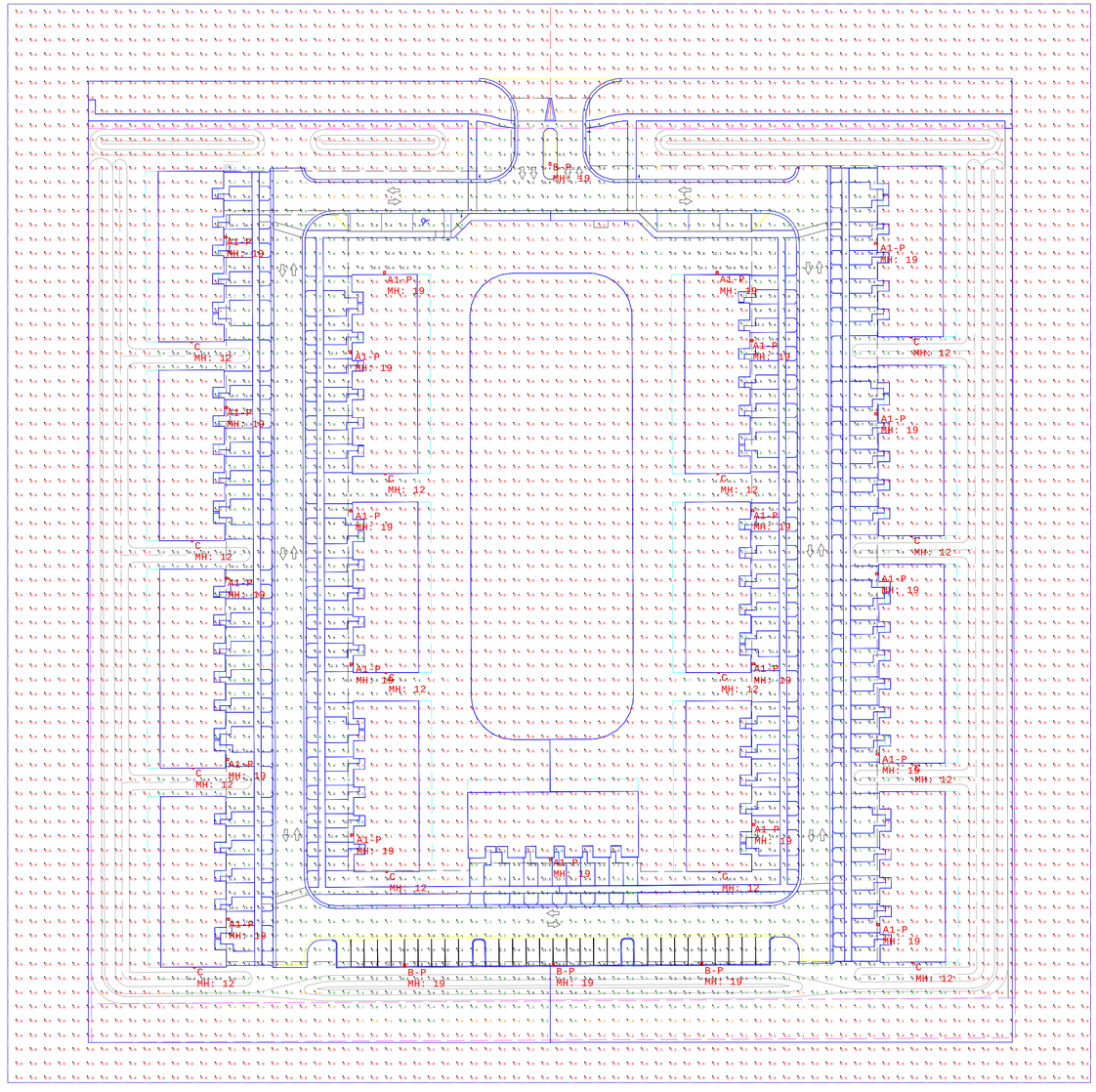
DNR 53-001(16)
REV. 2/7/91
PAGE 2 OF 2

Treasure Town Homes Lighting Layout

Proposed Lighting Layout

SHEET L01 : LIGHTING SCHEDULE/SUMMARY PAGE

SHEET L02 : PHOTOTMETRIC STUDY



STATISTICAL SUMMARY

LPD Area Summary			
Label	Area	Total Watts	LPD
LPDArea_1	401847	4873.515	0.012

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	1.14	30.8	0.0	N.A.	N.A.
Parking Lots and Driveways	Illuminance	Fc	3.66	30.4	0.1	36.60	304.00

FIXTURE SCHEDULE

Luminaire Schedule								
Qty	Symbol	Label	Arrangement	Lum. Watts	Total Watts	Lum. Lumens	LLF	Description
21		A1-P	Single	234.05	4915.05	31724	0.930	STRK2305K T4 U SF BZ
4		B-P	Single	236.44	945.76	32883	0.930	STRK2305K T3 U SF BZ
14		C	Single	27.1608	380.251	6879	0.930	NOVA2 WSCS BZ

TAMCO

Head Office
Port Saint Lucie, FL

SHEET: Photometric Layout

CLIENT:

ADDRESS:

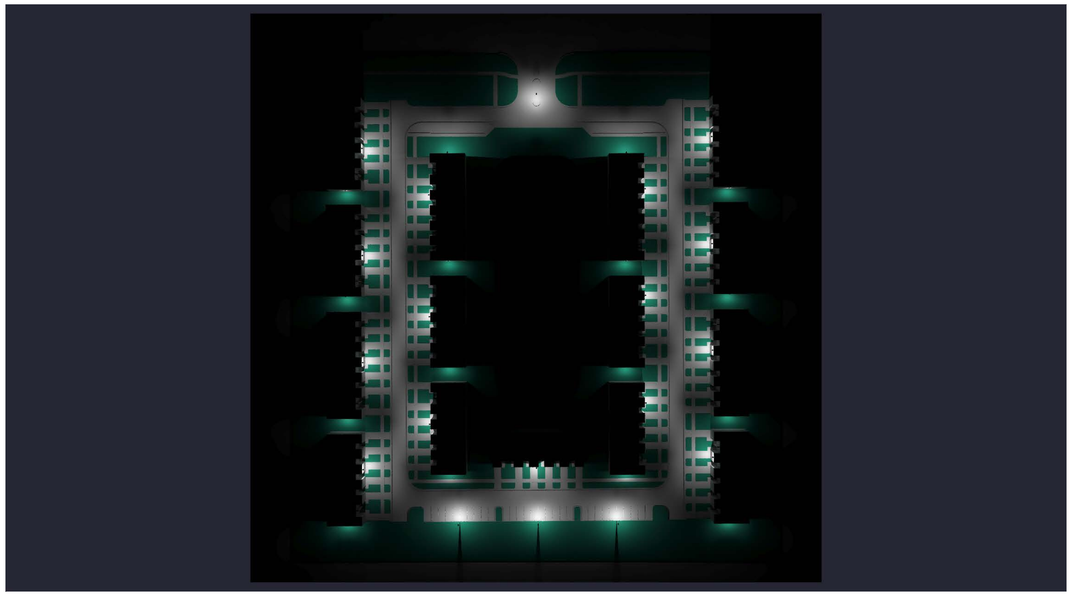
DESIGNER: RB

DATE: 09.30.24

REV: 1

SCALE: NTS

L01



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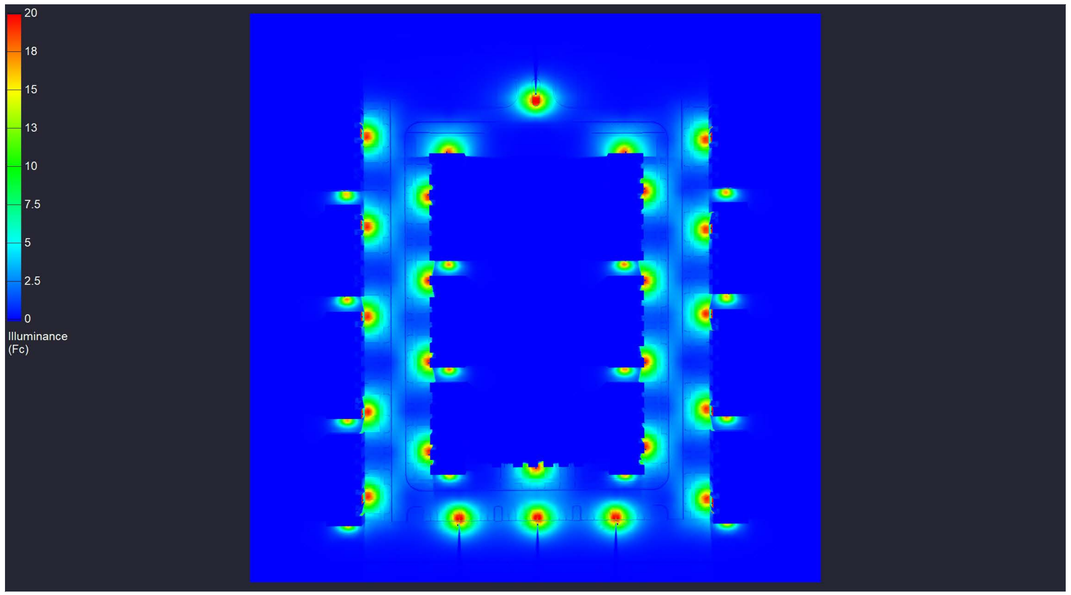

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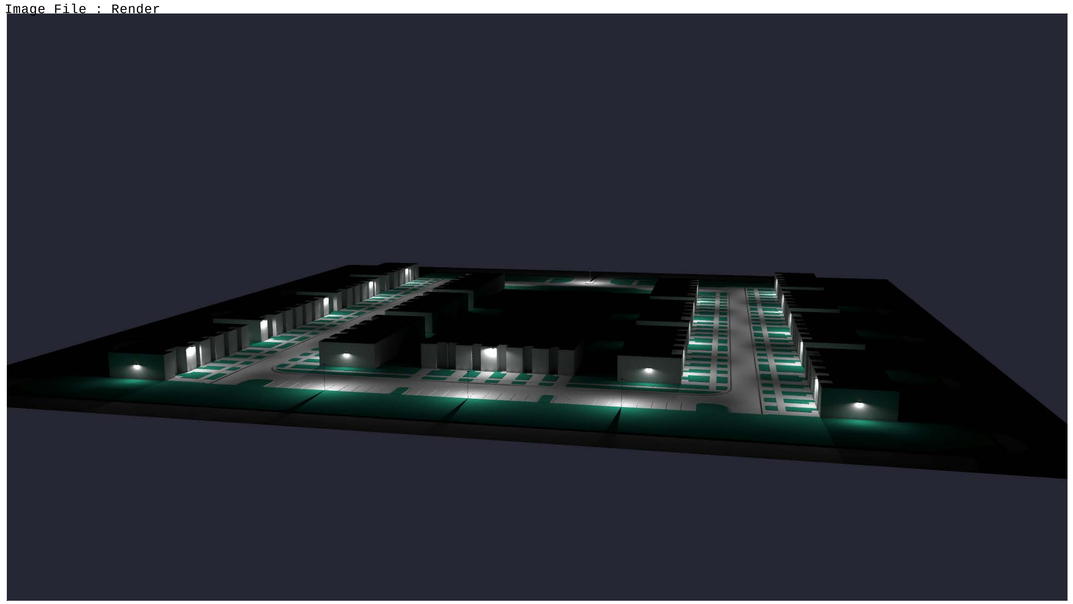

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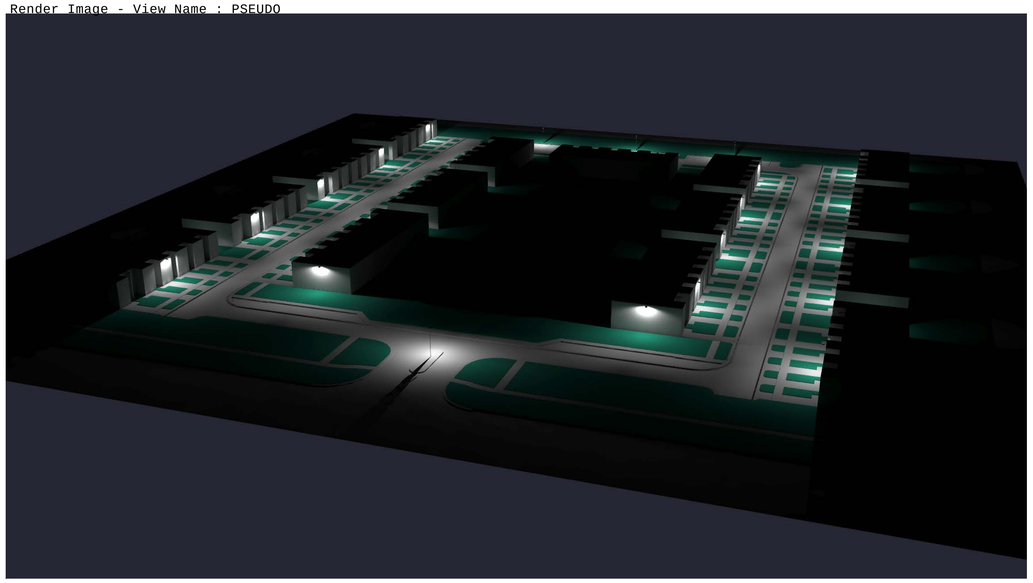

Image File : PERSPECTIVE_1

TAMCO

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Port Saint Lucie, FL

SHEET: Photometric Layout

CLIENT:

ADDRESS:

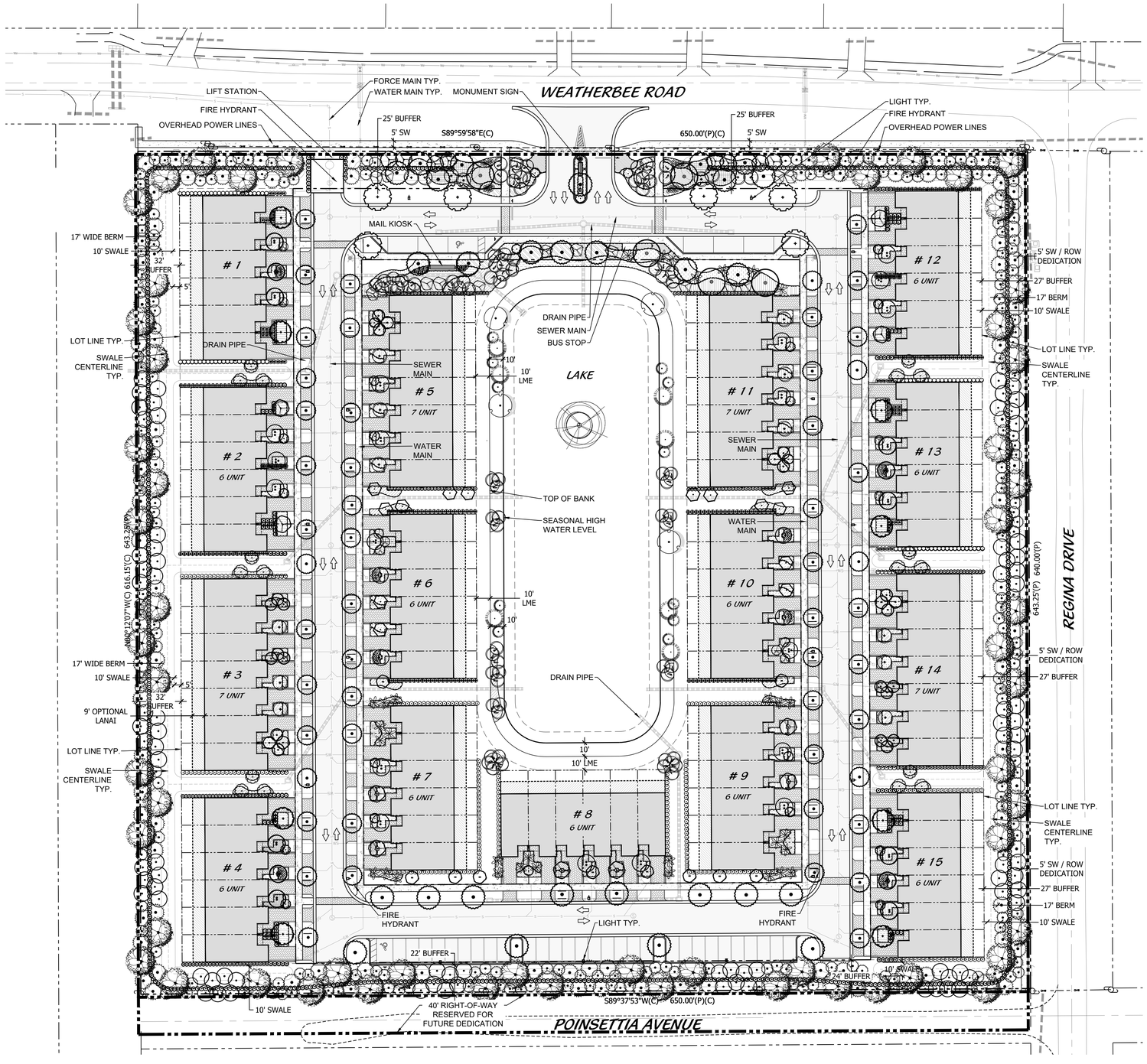
DESIGNER: RB

DATE: 09.30.24

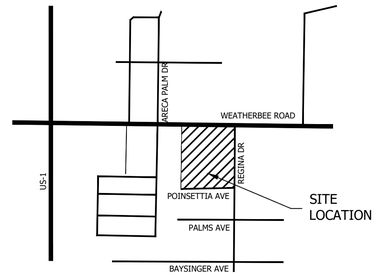
REV: 1

SCALE: NTS

L02



KEY MAP



LANDSCAPE DATA

VUA REQUIREMENTS:

1 SF OF INTERIOR LANDSCAPE / 15 SF OF VUA

REQUIRED: 3700 SF (55499/15)
PROVIDED: >3700 SF

1 TREE / 100 SF OF REQUIRED LANDSCAPE AREA

REQUIRED: 37 TREES (3700/100)
PROVIDED: 61 TREES

- 30 LIVE OAKS UPSIZED TO 3" DBH (COUNTING TOWARDS TREE MITIGATION
- 8 JAPANESE BLUEBERRIES
- 15 SABAL PALM CLUSTERS (3 PER CLUSTER OR TOTAL 45)
- 4 GREEN BUTTONWOODS
- 4 LIGUSTRUMS

BUFFER REQUIREMENTS:

10' WIDE LANDSCAPE STRIP AROUND PERIMETER
1 TREE / 300 SF OF REQUIRED LANDSCAPE

REQUIRED: 23,760 / 300 = 79
PROVIDED: 80 TREES + 363 MITIGATION TREES

- 57 LIVE OAKS UPSIZED TO 5" DBH (COUNTING TOWARDS TREE MITIGATION)
- 12 ROYAL PALMS
- 3 VERAWOOD TREES
- 8 SILVER BUTTONWOODS

- 85 CABBAGE PALMS (FOR MITIGATION*)
- 88 SLASH PINES AT 4" DBH (FOR MITIGATION*)
- 190 SLASH PINES AT 1.5" DBH (FOR MITIGATION*)

3' CONTINUOUS SCREEN
PROVIDED: 3' CONTINUOUS COCOPLUM HEDGE

LEGEND

HC	HANDICAP		HC SIGN		PARKING LIGHT
LB	LANDSCAPE BUFFER		STOP SIGN		
SB	SETBACK		DO NOT ENTER	-	BUILDING/ACCENT LIGHT
SW	SIDEWALK		PEDESTRIAN CROSSING		
TYP	TYPICAL				

OVERALL LANDSCAPE PLAN

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Fort Pierce, Florida

DESIGNED	ACE
DRAWN	ACE
APPROVED	DTS
JOB NUMBER	24-0303
DATE	07-17-24
REVISIONS	10-18-24

SHEET 1 OF 6

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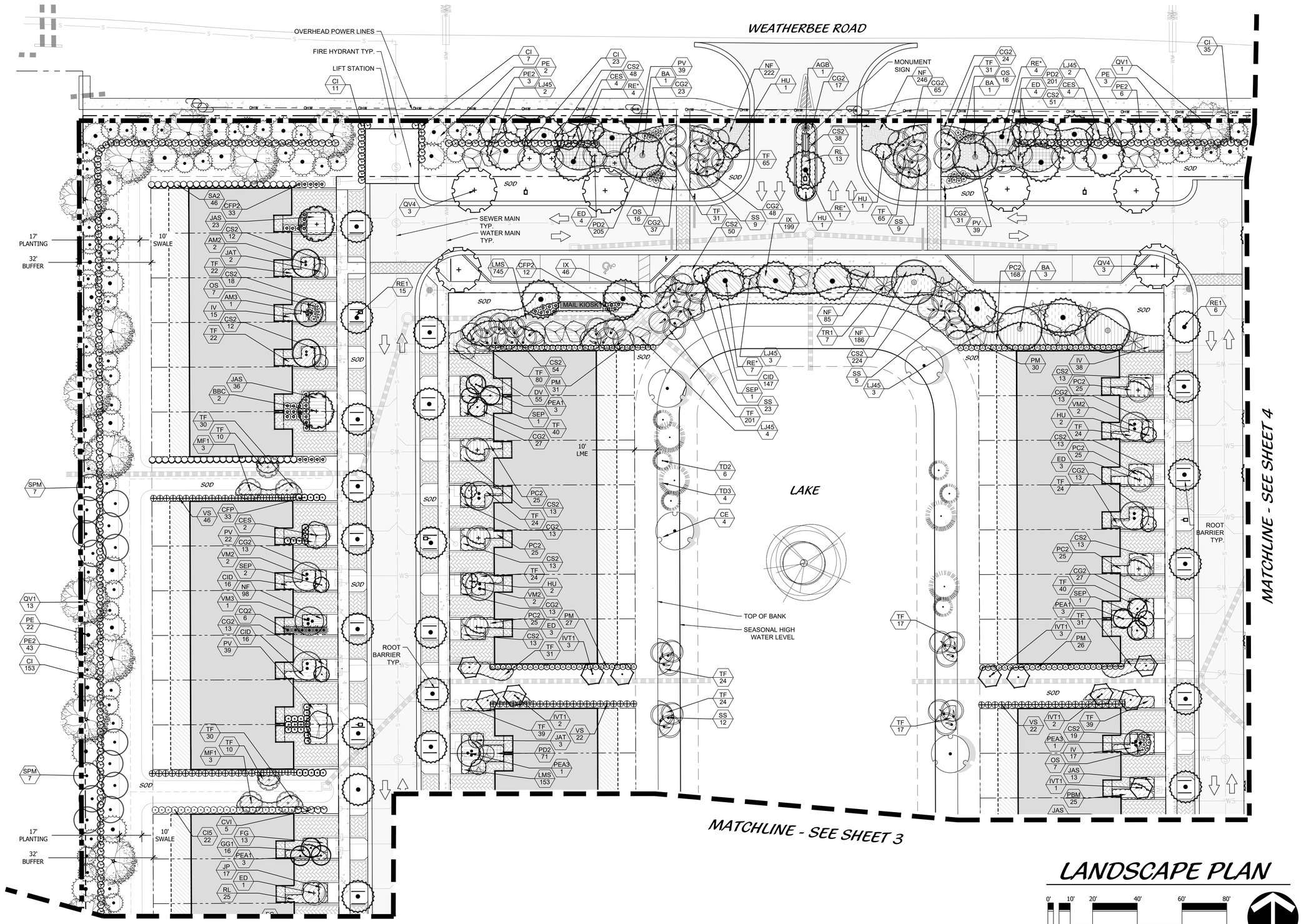

LANDSCAPE PLAN

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

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Jupiter, Florida 33458
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SHEET 2 OF 6

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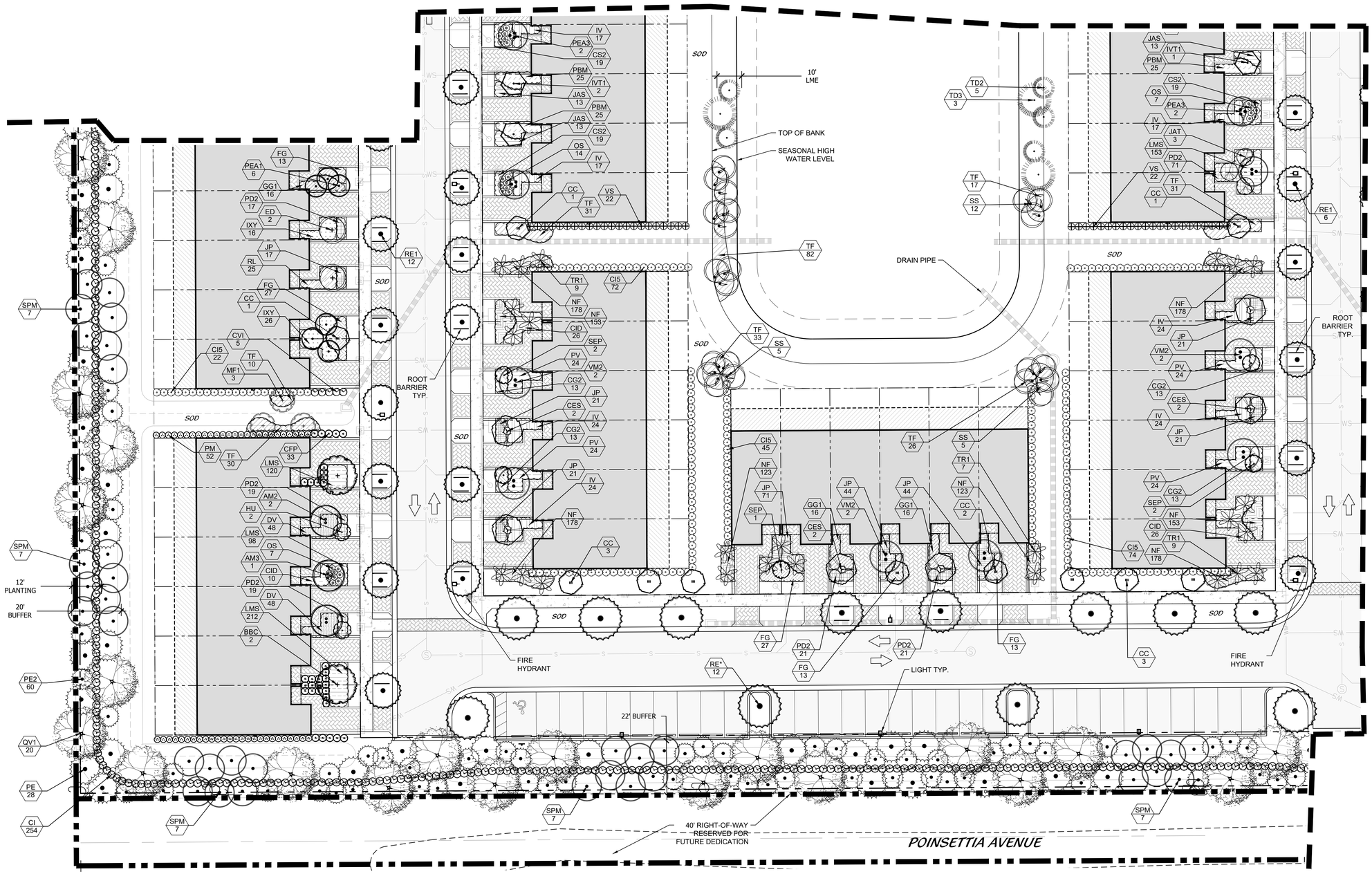
MATCHLINE - SEE SHEET 2



MATCHLINE - SEE SHEET 4

LANDSCAPE PLAN

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

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Landscape Architects
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DESIGNED	ACE
DRAWN	ACE
APPROVED	DTS
JOB NUMBER	24-0303
DATE	07-17-24
REVISIONS	10-18-24

SHEET 3 OF 6

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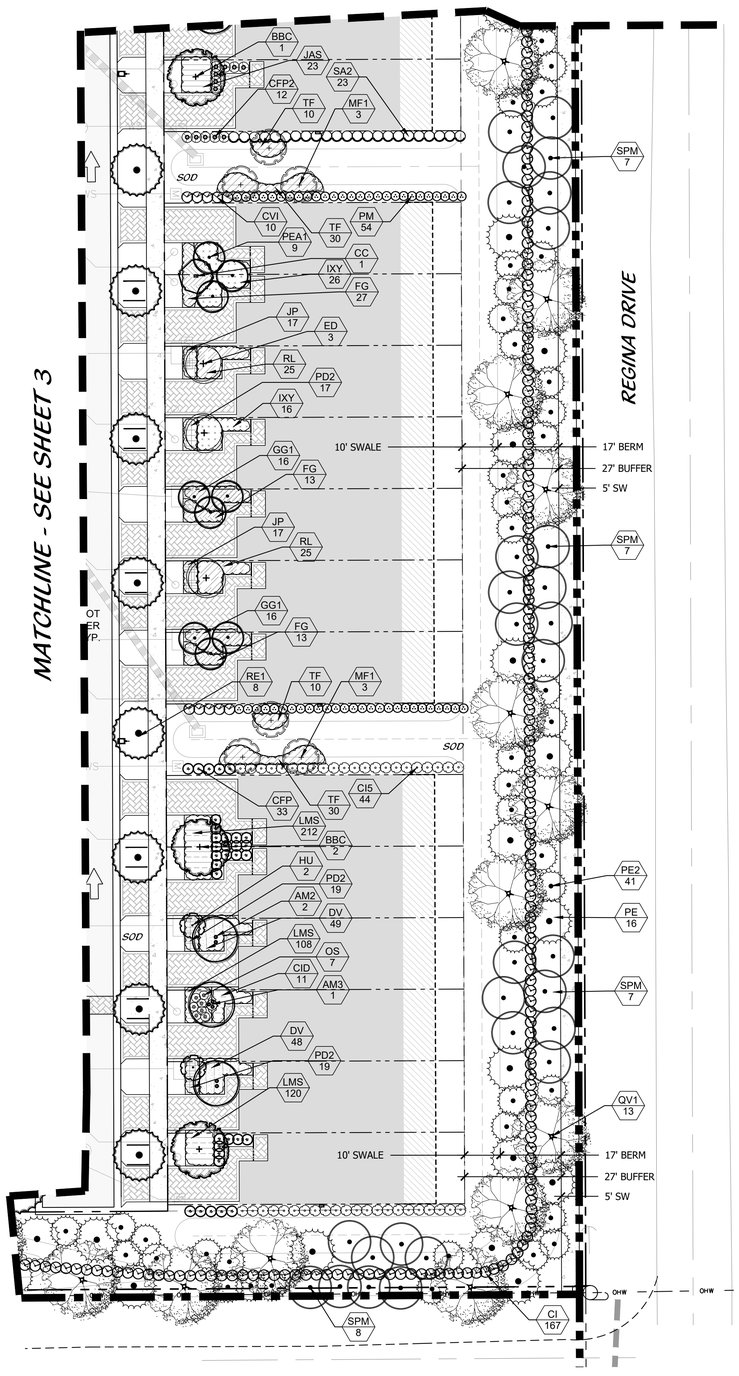

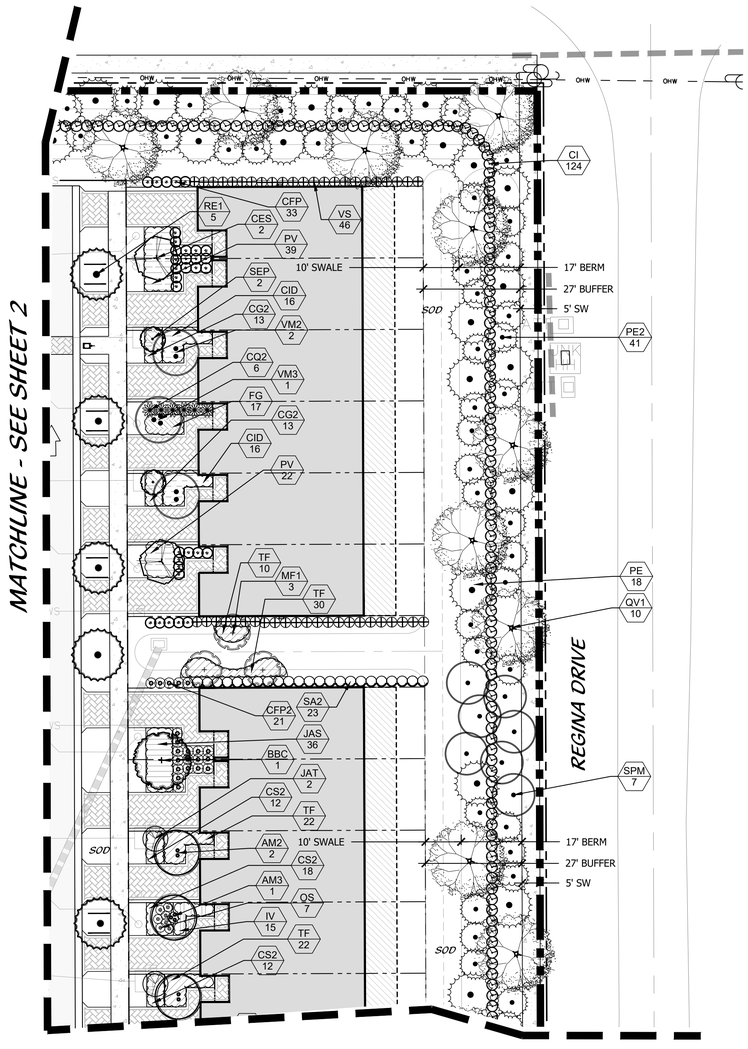

LANDSCAPE PLAN

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

North

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TREASURE TOWNHOMES

Fort Pierce, Florida

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REVISIONS	10-18-24

SHEET 4 OF 6

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PLANT LIST

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
TREES									
	BA	.	BULNESIA ARBOREA	VERAWOOD	FIELD GROWN	3"-4" CAL	14`-16` HT., 6`-8` SPD.	N	FULL CAN
	BBC	.	CALOPHYLLUM BRASILIENSE	BRAZILIAN BEAUTYLEAF	45 GAL	2.5" CAL	12` HT X 5` SPRD	N	FULL & TH
	CC	12	CAPPARIS CYNOPHALLOPHORA	JAMACIAN CAPER	45 GAL	2" CAL	6`-7` HT X 4`-5` SPRD	Y	STANDAR
	CE	4	CONOCARPUS ERECTUS	BUTTONWOOD	45 GAL	2.5" CAL	12` O.A. X 5` SPRD	Y	FULL CAN
	CES	18	CONOCARPUS ERECTUS `SERICEUS`	SILVER BUTTONWOOD	45 GAL	2.5" CAL	12` O.A. X 5` SPRD	Y	FULL CAN
	ED	20	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	45 GAL	3" CAL	12` O.A. X 5` SPRD	N	STANDAR
	HU	11	HIBISCUS ROSA-SINENSIS 'DOUBLE RED'	DOUBLE RED HIBISCUS	30 GAL	1.5" CAL	5`-6` HT	N	STANDAR
	IVT1	14	ILEX VOMITORIA	YAUPON HOLLY	45 GAL	1" CAL EA	6` HT X 6` SPRD	Y	FULL CAN
	JAT	10	JATROPHA STANDARD	JATROPHA	30 GAL	N.A.	5`-6` HT.	N	STANDAR
	LJ45	14	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	45 GAL.	1" EA	6` HT., 6` SPD.	N	MULTI-STE
	MF1	18	MYRICANTHES FRAGRANS	SIMPSON'S STOPPER	45 gal	3 TRK MIN., 1"-2" CAL. EA.	8`-10` HT, 6`-8` SPD	Y	MULTI, LIM
	PE2	194	PINUS ELLIOTTII	SLASH PINE	30 GAL	1.5" DBH	8`-10` O.A.		FULL CAN
	PE	89	PINUS ELLIOTTII	SO. FLORIDA SLASH PINE	65 gal	4" DBH	12` -14` OA	Y	FULL CAN
	QV1	57	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	100 GAL	5" DBH	18` - 22` HT	Y	FULL CAN MATCHED
	QV4	6	QUERCUS VIRGINIANA `SKY CLIMBER`	SKY CLIMBER LIVE OAK	FIELD GROWN	3" CAL	20` O.A.	Y	FULL CAN MATCHED
	SEP	12	SENNA POLYPHYLLA	DESERT CASSIA	30 GAL	N.A.	5`-6` HT.	N	STANDAR
	TD2	11	TAXODIUM DISTICHUM	BALD CYPRESS	15 GAL	1" CAL	6`-8` O.A.	Y	FULL CAN
	TD3	7	TAXODIUM DISTICHUM	BALD CYPRESS	30 GAL	2" CAL	8`-10` OA	Y	FULL CAN
PALM TREES									
	AM2	8	ADONIDIA MERRILLII	DOUBLE CHRISTMAS PALM	FIELD GROWN	NA	8`-10` C.T.	N	FULL CAN
	AM3	4	ADONIDIA MERRILLII TRIPLE	TRIPLE CHRISTMAS PALM	FIELD GROWN	NA	8`-10` C.T.	N	FULL CAN
	PEA1	24	PTYCHOSPERMA ELEGANS	ALEXANDER PALM	FIELD GROWN	NA	8`-10` C.T.	N	FULL CAN
	PEA3	6	PTYCHOSPERMA ELEGANS	TRIPLE ALEXANDER PALM	FIELD GROWN	NA	8`-10` C.T.	N	FULL CAN
	RE1	52	ROYSTONEA ELEGATA	ROYAL PALM	FIELD GROWN	HEAVY CALIPER	3' GW; 12' HT MIN.	Y	FULL CAN
	RE*	28	ROYSTONEA ELEGATA	ROYAL PALM	FIELD GROWN	NA	18` C.T.	Y	FULL CAN
	SS	80	SABAL PALMETTO	CURVED CABBAGE PALM	B & B	NA	10`, 16`, OR 22` CT, STGG	Y	STRONG,
	SPM	85	SABAL PALMETTO*	MITIGATION CABBAGE PALM	B & B	NA	12`, 18`, 24` CT., STGG.	Y	SLICK TRU
	TR1	32	THRINAX RADIATA	TRIPLE THATCH PALM	FIELD GROWN	NA	8` - 10` HT	Y	MATCHED
	VM3	2	VEITCHIA MONTGOMERYANA	TRIPLE MONTGOMERY PALM	FIELD GROWN	N.A.	8`-10` CT	N	FULL CAN
	VM2	14	VEITCHIA MONTGOMERYANA	DOUBLE MONTGOMERY PALM	FIELD GROWN	NA	8`-10` CT	N	FULL & TH

SYMBOL	CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	SIZE	SPACE	NATIVE	REMAR
SHRUBS									
	AGB	1	AGAVE AMERICANA `GAINSVILLE BLUE`	GAINSVILLE BLUE AGAVE	15 GAL	4` X 4`	AS	N	FULL &
	CI5	279	CHRYSOBALANUS ICACO `RED TIP`	RED TIPPED COCOPLUM	3 GAL	1.5` X 1.5`	2.5` OC		FULL &
	CI	768	CHRYSOBALANUS ICACO `RED TIP`	RED TIPPED COCOPLUM	7 GAL	3` X 2`	2.5` OC	Y	FULL &
	CFP2	78	CODIAEUM VARIEGATUM `ELEANOR ROOSEVELT`	ELEANOR ROOSEVELT CROTON	7 GAL	3` X 3`	AS	N	FULL
	CFP	132	CODIAEUM VARIEGATUM `FRANKLIN ROOSEVELT`	FRANKLIN ROOSEVELT CROTON	7 GAL	3` X 3`	AS	N	FULL
	CVI	20	CODIAEUM VARIEGATUM `ICETON`	MAGNIFICIENT CROTON	7 GAL	3` X 3`	AS	N	FULL
	CQ2	12	CRINUM AUGUSTUM `QUEEN EMMA`	`QUEEN EMMA` CRINUM	15 GAL	4` X 4`	AS	N	FULL &
	OS	88	ODONTONEMA STRICTUM 'RED'	FIRESPIKE	7 GAL	3` X 3`	3` O.C.	N	FLORID
	PM	220	PODOCARPUS MACROPHYLLUS MAKI	PODOCARPUS	3 GAL.	2` X 2`	2.5` O.C.	N	FULL &
	SA2	92	SCHEFFLERA ARBORICOLA	GREEN SCHEFFLERA	3 GAL	2` x 2`	2.5` O.C.	N	FULL &
	VS	180	VIBURNUM SUSPENSUM	SANDANKWA VIBURNUM	3 GAL.	2` x 2`	2.5` O.C	N	FULL &
GROUND COVERS									
	CG2	455	CARISSA MACROCARPA `EMERALD BLANKET`	DWARF NATAL PLUM	3 GAL	2` x 2`	2` OC	N	FULL &
	CID	284	CHRYSOBALANUS ICACO `HORIZONTALIS`	HORIZONTAL COCOPLUM	3 GAL	2` x 2`	2.5` O.C.		FULL &
	CS2	703	CLUSIA ROSEA `NANA`	DWARF CLUSIA	3 GAL	1` X 1.5`	2` OC	Y	FULL &
	DV	248	DIETES VEGETA	WHITE AFRICAN IRIS	3 GAL	1` X 1`	1.5` OC	N	WHITE
	FG	176	FICUS MACROPHYLLA `GREEN ISLAND`	GREEN ISLAND FICUS	3 GAL.	1` X 1.5`	2` O.C.	N	FULL &
	GG1	96	GALPHIMIA GRACILIS	THYRALLIS	3 GAL	2` x 2`	2.5` OC		FULL &
	IV	232	ILEX VOMITORIA `STOKES DWARF`	DWARF YAUPON HOLLY	3 GAL	1.5` x 1.5`	2` O.C.	Y	FULL &
	IX	245	IXORA X `MAUI'	MAUI IXORA	3 GAL	1.5` x 1.5`	2` OC	N	FULL &
	IXY	84	IXORA X `NORA GRANT`	IXORA `NORA GRANT`	3 GAL	2` x 2`	2.5` OC	N	FULL &
	JAS	170	JASMINUM VOLUBILE	WAX JASMINE	3 GAL	1` X 1.5`	2` O.C.		FULL &
	JP	311	JUNIPERUS CHINENSIS `PARSONII`	PARSONI JUNIPER	3 GAL	1` HT. X 1.5` SPRD.	1.5` OC	N	FULL &
	LMS	1,921	LIRIOPE MUSCARI 'EVERGREEN GIANT'	EVERGREEN GIANT LILYTURF	1 GAL	6" X 6"	12" O.C.	N	FULL CI
	NF	2,101	NEOREGELIA X 'FIREBALL'	FIREBALL BROMELIAD	1 GAL	6" X 6"	1` O.C.	N	FULL &
	PBM	100	PHILODENDRON X 'BURLE MARX'	BURLE MARX PHILODENDRON	3 GAL	1.5` X 1.5`	2` O.C.	N	FULL CI
	PC2	318	PHILODENDRON X 'ROJO CONGO'	ROJO CONGO PHILODENDRON	3 GAL	1.5` X 1.5`	2` O.C.	N	FULL CI
	PV	296	PITTOSPORUM TOBIRA `WHEELER'S DWARF'	DWARF PITTOSPORUM	3 GAL	1.5` x 1.5`	2` O.C.	N	FULL &
	PD2	700	PODOCARPUS MACR. `PRINGLES`	DWARF PODOCARPUS	3 GAL	1` X 1`	1.5` OC	N	FULL &
	RL	113	RONDELETIA LEUCOPHYLLA	PANAMA ROSE	3 GAL	1.5` x 1.5`	2` O.C.	N	FULL &
	TF	1,419	TRIPSACUM FLORIDANA	DWARF FAKAHATCHEE GRASS	3 GAL	1.5` x 1.5`	2` O.C.	Y	FULL &

NOTES:
SOD - ST. AUGUSTUNE 'FLORITAM' (TAKE OFF PROVIDED BY CONTRACTOR)
MULCH - CYPRESS

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TREASURE TOWNHOMES
Fort Pierce, Florida

DESIGNED ACE
DRAWN ACE
APPROVED DTS
JOB NUMBER 24-0303
DATE 07-17-24
REVISIONS 10-18-24

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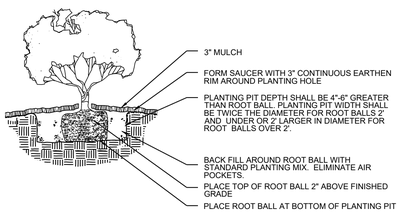
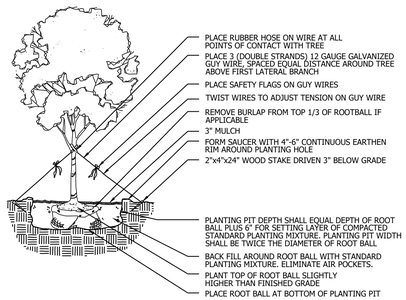
PLANTING DETAILS



SHRUB/GROUNDCOVER PLANTING DETAIL

NTS



LARGE TREE PLANTING DETAIL

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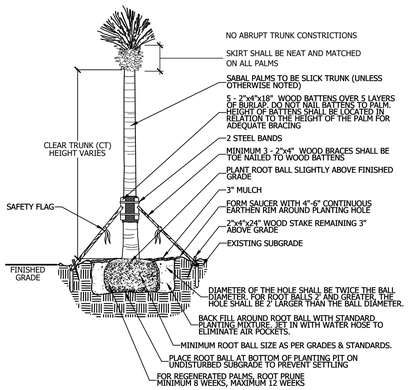

SABAL PALM PLANTING DETAIL

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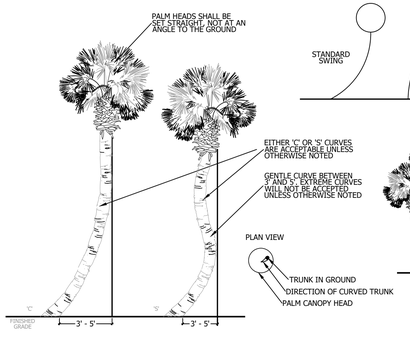

CURVED PALM TRUNK DETAIL

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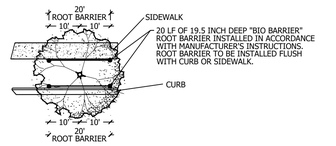
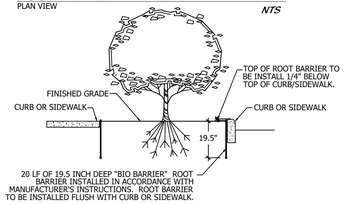


ROOT BARRIER DETAIL

PLAN VIEW

NTS



ROOT BARRIER DETAIL

SECTION VIEW

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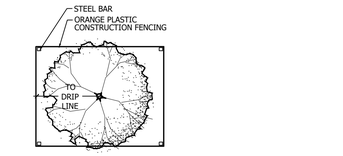

TREE PROTECTION DETAIL

PLAN VIEW

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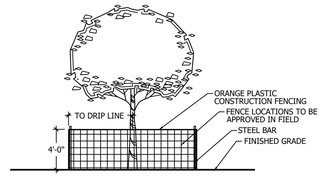

TREE PROTECTION DETAIL

SECTION VIEW

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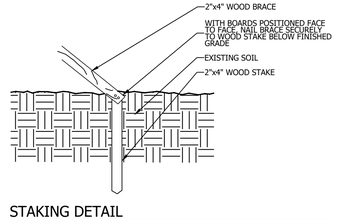

STAKING DETAIL

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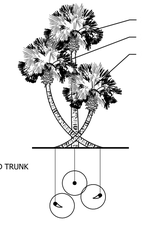

LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY 'FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FORT PIERCE LAND DEVELOPMENT REGULATIONS. THE CITY OF FORT PIERCE LANDSCAPE CODE (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF FORT PIERCE, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE CITY OF FORT PIERCE CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET. TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6') FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURES RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE. THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV., VEGETATION REMOVAL REQUIREMENTS IN THE CITY OF FORT PIERCE CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN NATIVE SAND SCREENED TO 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE MIXED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 16% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE	16-7-12	AGRIFORM TABLETS (21 GRAM)
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS TO THE LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE, PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT, WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND LEAVE GRADE SLIGHTLY DISHED AT EACH PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH DESIGN ELEVATIONS. ROLL PREPARED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND WILL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

LANDSCAPE WARRANTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Fort Pierce, Florida

DESIGNED	ACE
DRAWN	ACE
APPROVED	DTS
JOB NUMBER	24-0303
DATE	07-17-24
REVISIONS	10-18-24

SHEET 5 OF 6

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

4601 Regina Dr
Environmental Impact Report

Prepared For:

St. Lucie County Environmental Resource Division

Prepared By:

Advanced Restoration Ecology

2593 NE Roberta St
Jensen Beach, FL 34957

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October 2024

The following environmental impact report (EIR) has been prepared in accordance with Section 11.02.09(A) (5) of the St. Lucie County Land Development Code. The environmental impact report is required when the thresholds depicted in Section 11.02.09(A) (5) (a) are met.

The property is located on 4601 Regina Dr, in Fort Pierce, Florida. The property is in Section 3, Township 36 South, Range 40 East. The property consists of 9.574 acres. The property is currently identified by the St. Lucie County Property Appraiser: Parcel ID 3403-501-0025-000-5.

Based on section 11.02.09(A) (5) of the St. Lucie County Land Development Code, the environmental impact report shall completely depict the following:

1. A vegetation and substrate survey including:

a) Extent and acreage of any areas in which vegetation typical of the primary dune extends landward of the Coastal Construction Control Line;

N/A

b) Extent and acreage of all marsh and mangrove forest areas, including substrate conditions;

N/A

c) Extent and acreage of all upland habitats,

Identified uplands carry the following FNAI classification:
3200 Artificial Pond - ±0.84
18211 Urban Open Land - ±7.998
182111 Urban Open Forested - ±0.736
The vegetation observed in this Open Land includes:

Carrotwood (*Cupaniopsis anacardioides)*
Laurel Oak *(Paspalum notatum)*
Cabbage Palm (*Causrina* sp)
Slash Pine (*Pinus elliottii*)

d) Extent and acreage of all wetlands.

N/A

2. A statement of jurisdictional control over the environmental area.

South Florida Water Management. To this date they have not visited the site yet.

3. A statement on when the jurisdictional boundaries were delineated and who delineated the boundaries.

South Florida Water Management. To this date they have not visited the site yet.

4. Indicate the required first floor elevation, and whether all floor elevations will be above this level.

The civil plans show the FFEs of the buildings on the outside at 16.50 and the buildings on the inside adjacent to the late at 16.00.

5. The identification of any area that has experienced overwash of the primary dune.

N/A

6. The identification of any area subject to breach during storm conditions.

N/A

7. An assessment of the impacts upon onsite vegetation and wildlife.

Estimated 9.574 acres of trees were impacted. ~20.5 estimated trees per acre. Estimated 200 trees in open space. No listed or protected species were observed onsite.

8. An assessment of the impacts upon onsite and off-site natural resources.

Estimated 9.574 acres of trees were impacted. ~20.5 estimated trees per acre. Estimated 200 trees in open space. No listed or protected species were observed onsite. There are no proposed offsite impact to resources, however the onsite wetland has been impacted.

9. A detailed description of the planned approach to minimize impacts.

There are no plans to minimize impacts onsite. The pond will be used as a water feature.

10. A detailed description of the proposed alterations or disturbances being proposed.

N/A

11. A detailed description of the proposed mitigation plan to offset impacts.

There are no proposed plans to offset onsite impacts. There are no plans for off site impacts.

12. A plant and animal survey for onsite federal and state protected species.

The gopher tortoise, *Gopherus polyphemus*, is State listed as threatened. On October 11th, 2024 a 100% listed species survey was conducted by Advanced Restoration Ecology and their certified gopher tortoise agent/ certified wildlife biologist. These surveys were conducted using pedestrian surveys throughout the project site to look for the evidence of tortoises and other state/federally listed species or evidence of their site use. The survey covered the entire site and there was little suitable gopher tortoise habitat onsite. Multiple transects covered the entire site (See GT Survey Map). A total of 9.574± acres were surveyed during this 100% survey of the site. No active and burrows or evidence of tortoise site use was found in survey area. Based on the results of the survey, we do not feel there is any gopher tortoise or listed species use on site. No other listed species were found during the 100% survey of the site, nor is there any viable habitat for these species to use. The lack of available forage and dense exotic coverage prevents this site being used by wildlife.

13. A surface water management plan and written assessment including a description of techniques to be used to prevent both the potential degradation of surface water resources and an increase in flood hazard damage.

This information will be submitted under separate cover by the project engineer.

14. A sea turtle protection plan.

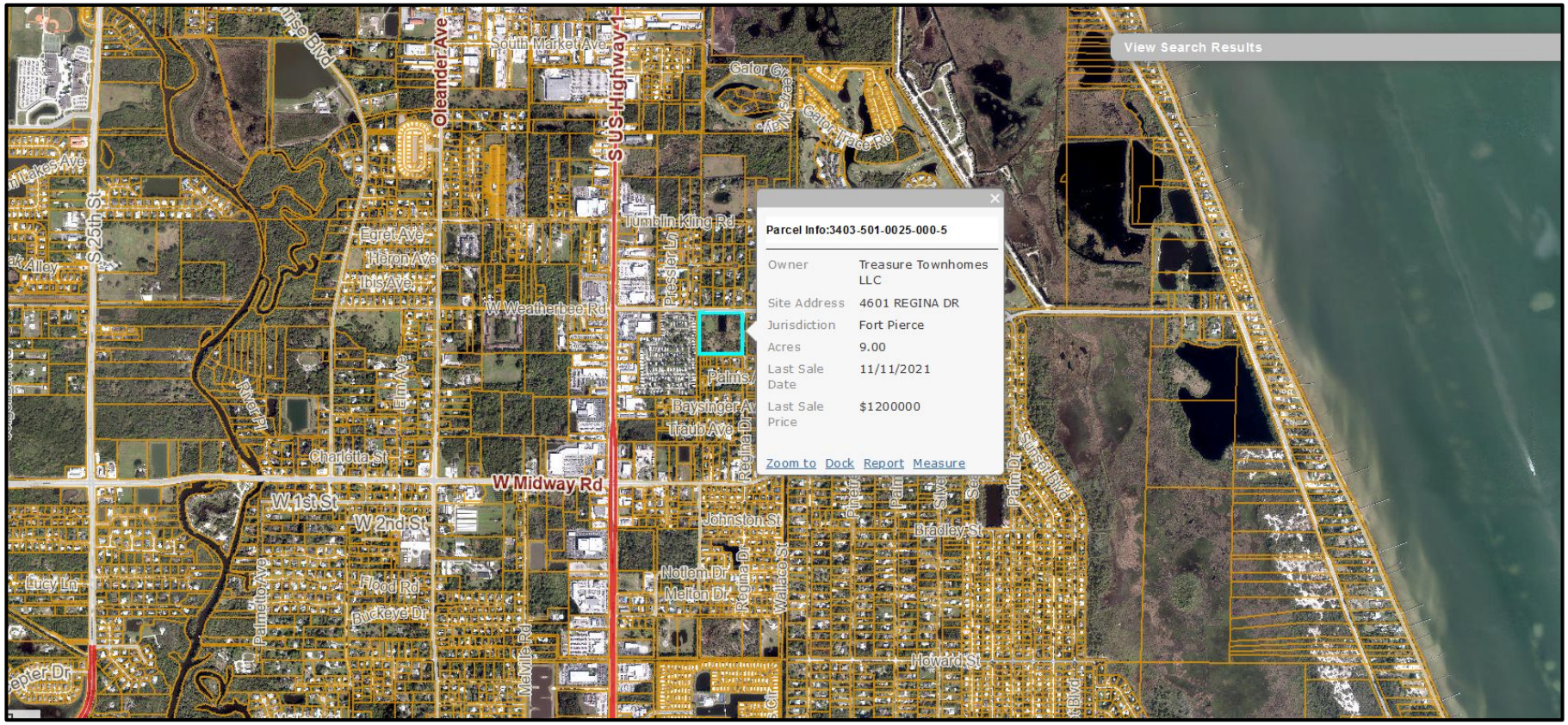
N/A

15. A shoreline stabilization plan.

N/A

16. A gopher tortoise protection plan.

Please see item 12 above. There has been a 100% survey of the site on October 11th, 2024 and no gopher tortoise evidence or use of the site was found.



10/11/2024

Location Map

Map Source: St. Lucie County

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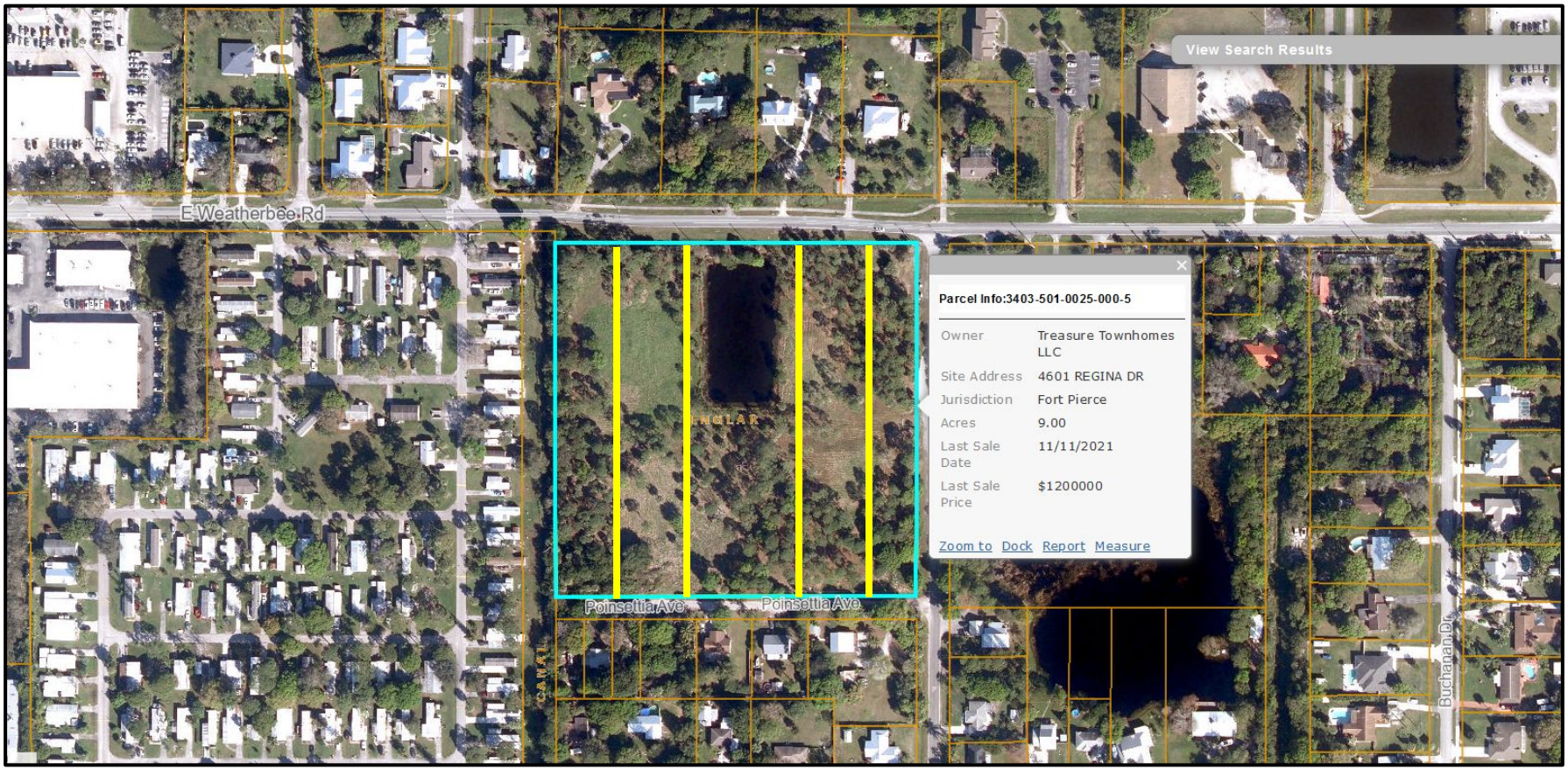
4601 Regina Dr
Fort Pierce, FL

Advanced Restoration Ecology



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Species Survey Map

Map Source: St. Lucie County

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4601 Regina Dr
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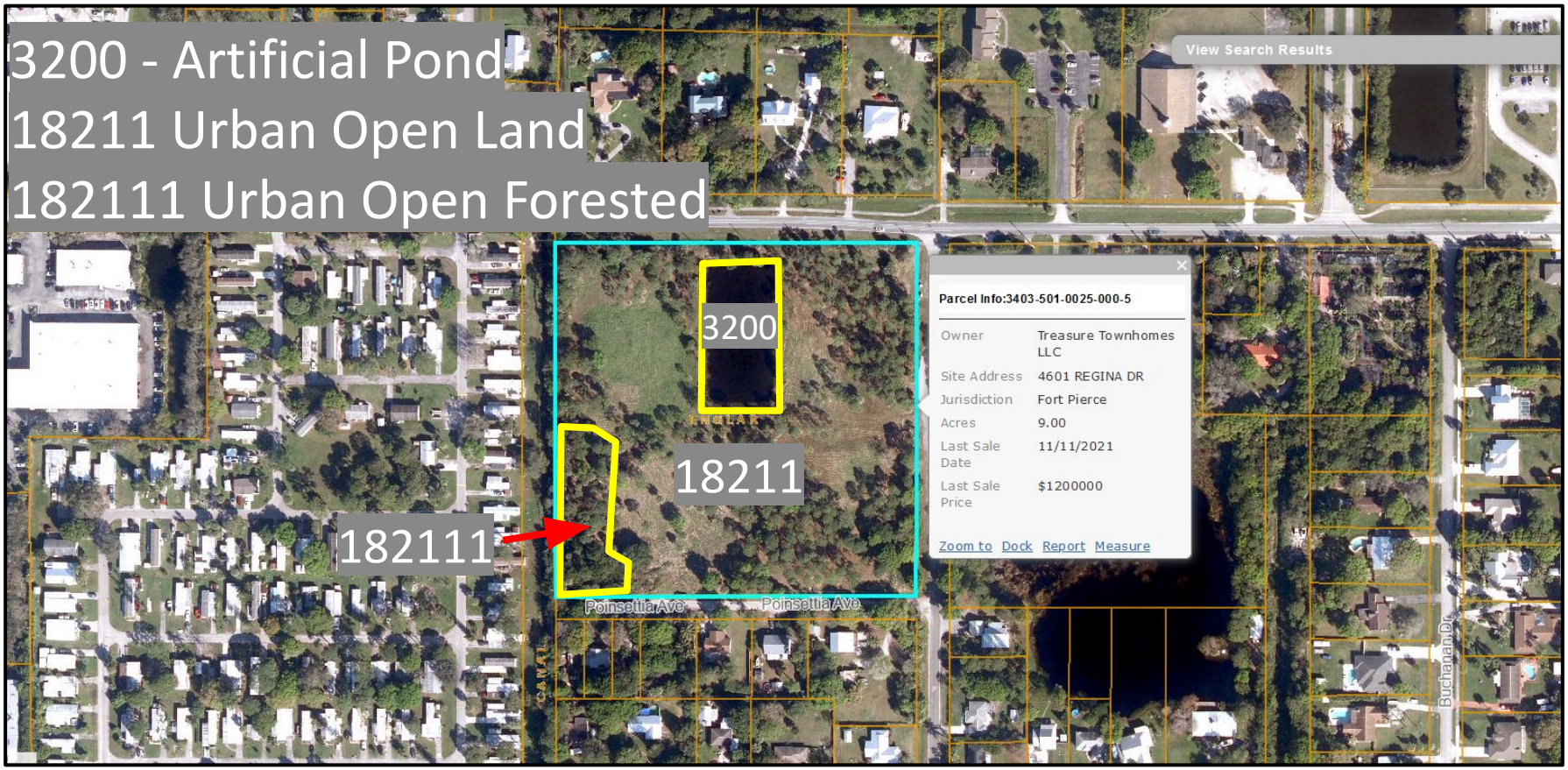

10/11/2024

CLC

Map Source: St. Lucie County

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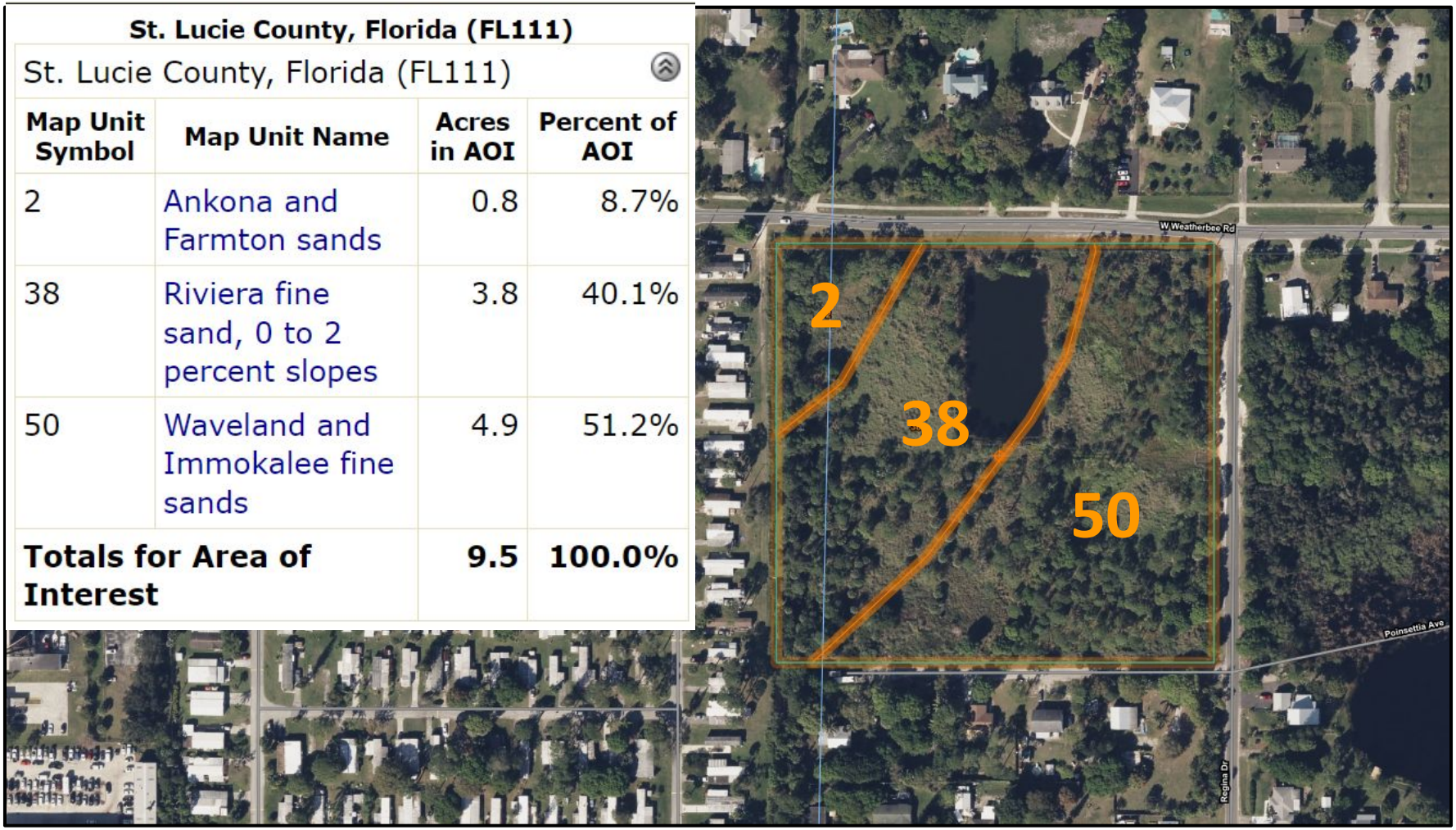
4601 Regina Dr
Fort Pierce, FL

Advanced Restoration Ecology

St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farmton sands	0.8	8.7%
38	Riviera fine sand, 0 to 2 percent slopes	3.8	40.1%
50	Waveland and Immokalee fine sands	4.9	51.2%
Totals for Area of Interest		**9.5**	**100.0%**



10/11/2024

Soil Map

Map Source: Web Soil

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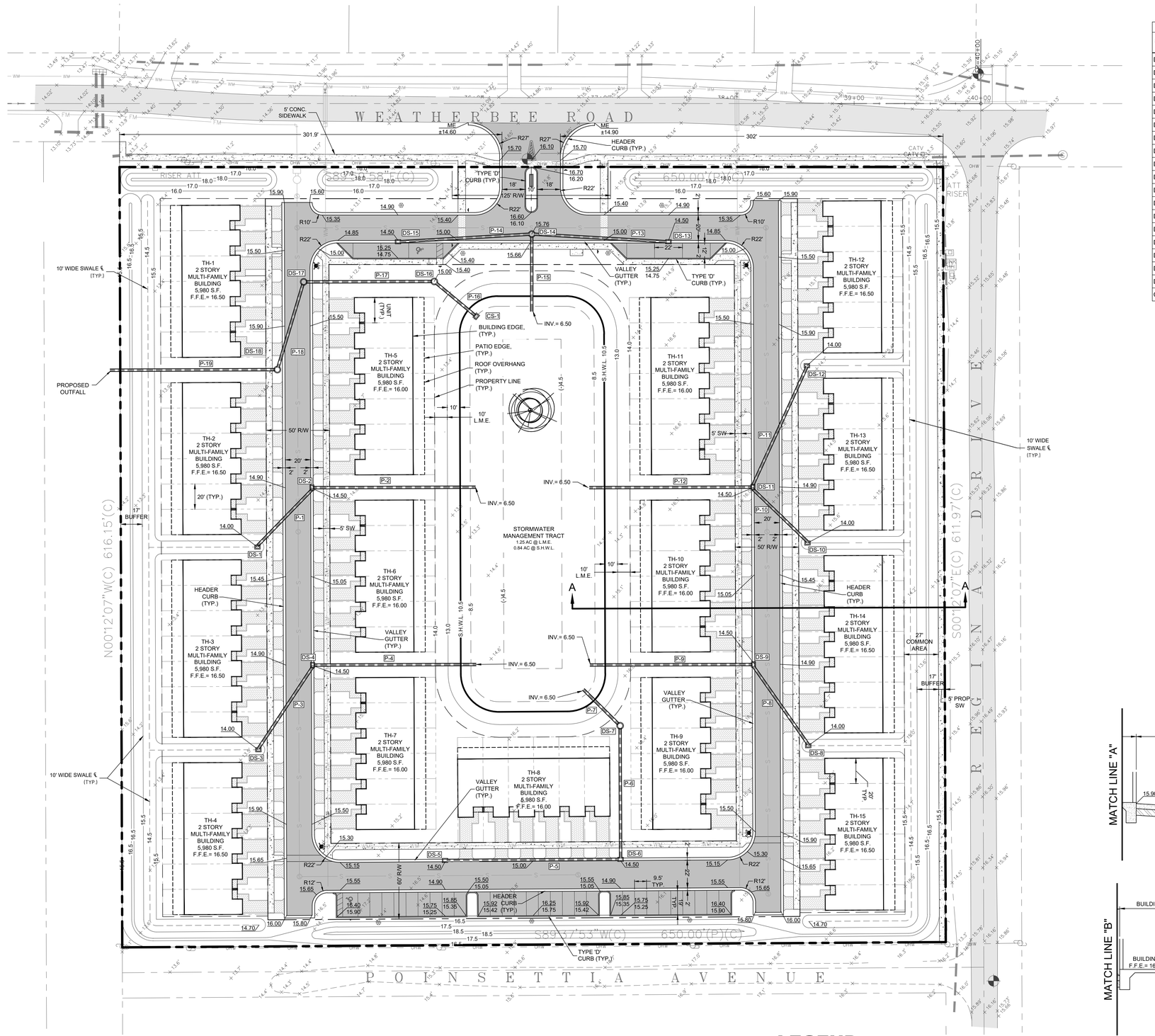
4601 Regina Dr
Fort Pierce, FL

Advanced Restoration Ecology

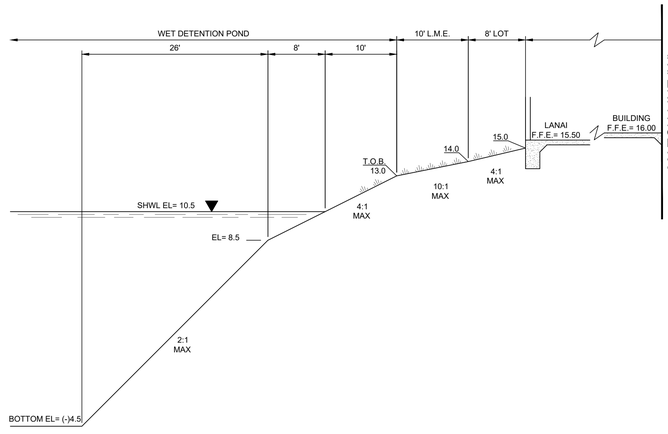


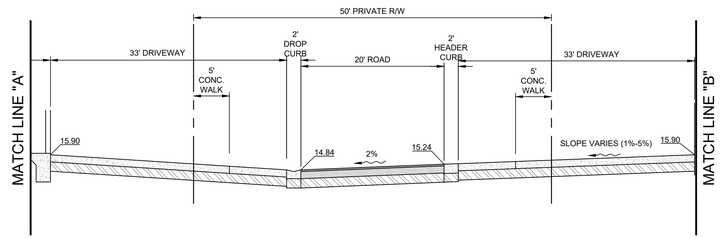
DRAINAGE STRUCTURE SCHEDULE

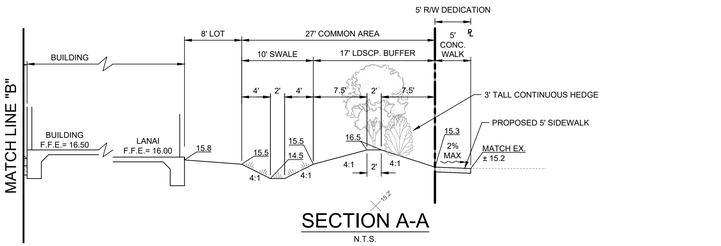
STRUCTURE NUMBER	RIM ELEV.	DESCRIPTION
DS- 1	14.00	TYPE "C" INLET
DS- 2	14.50	MIAMI CURB INLET
DS- 3	14.00	TYPE "C" INLET
DS- 4	14.50	MIAMI CURB INLET
DS- 5	14.50	MIAMI CURB INLET
DS- 6	14.50	MIAMI CURB INLET
DS- 7	14.50	4' DIA. DRAINAGE MANHOLE
DS- 8	14.00	TYPE "C" INLET
DS- 9	14.50	MIAMI CURB INLET
DS- 10	14.00	TYPE "C" INLET
DS- 11	14.50	MIAMI CURB INLET
DS- 12	14.00	TYPE "C" INLET
DS- 13	14.50	MIAMI CURB INLET
DS- 14	15.76	4' DIA. DRAINAGE MANHOLE
DS- 15	14.50	MIAMI CURB INLET
DS- 16	15.00	4' DIA. DRAINAGE MANHOLE
DS- 17	15.50	4' DIA. DRAINAGE MANHOLE
DS- 18	14.50	4' DIA. DRAINAGE MANHOLE
CS-1	14.00	MODIFIED TYPE 'C' INLET

DRAINAGE PIPE SCHEDULE

PIPE NUMBER	SIZE	LENGTH	DESCRIPTION
P- 1	24"	62 LF	ADS N-12 HP
P- 2	24"	128 LF	ADS N-12 HP
P- 3	24"	77 LF	ADS N-12 HP
P- 4	24"	128 LF	ADS N-12 HP
P- 5	24"	136 LF	ADS N-12 HP
P- 6	24"	102 LF	ADS N-12 HP
P- 7	24"	39 LF	ADS N-12 HP
P- 8	24"	76 LF	ADS N-12 HP
P- 9	24"	128 LF	ADS N-12 HP
P-10	24"	60 LF	ADS N-12 HP
P-11	24"	103 LF	ADS N-12 HP
P-12	24"	128 LF	ADS N-12 HP
P-13	24"	105 LF	ADS N-12 HP
P-14	24"	105 LF	ADS N-12 HP
P-15	24"	59 LF	ADS N-12 HP
P-16	24"	41 LF	ADS N-12 HP
P-17	24"	100 LF	ADS N-12 HP
P-18	24"	69 LF	ADS N-12 HP
P-19	24"	130 LF	ADS N-12 HP







SECTION A-A
N.T.S.

PRELIMINARY PAVING, GRADING AND DRAINAGE PLAN

SCALE: 1" = 40'

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND

- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS OR STAMPED CONCRETE
- PROPOSED STABILIZED
- PROPOSED SWALE CENTERLINE
- SITE BOUNDARY
- L.M.E. LAKE MAINTENANCE EASEMENT
- S.H.W.L. SEASONAL HIGH WATER LINE
- PROPOSED DRAINAGE MANHOLE
- PROPOSED DRAINAGE INLET
- EXISTING GRADE
- PROPOSED GRADE

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

This item has been digitally signed & sealed by Aaron Stanton, P.E. on the date adjacent to the seal.

Printed copies of this document are not considered signed & sealed and the signature must be verified on any electronic copies.

DATE	REVISIONS
1	
2	
3	
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6	
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8	

JOB NO.	24-0179	
DESIGNED	AGS	
DRAWN	GWR	
DATE	MAY 2024	
CHECKED	AGS	
DATE ISSUED	10/17/2024	

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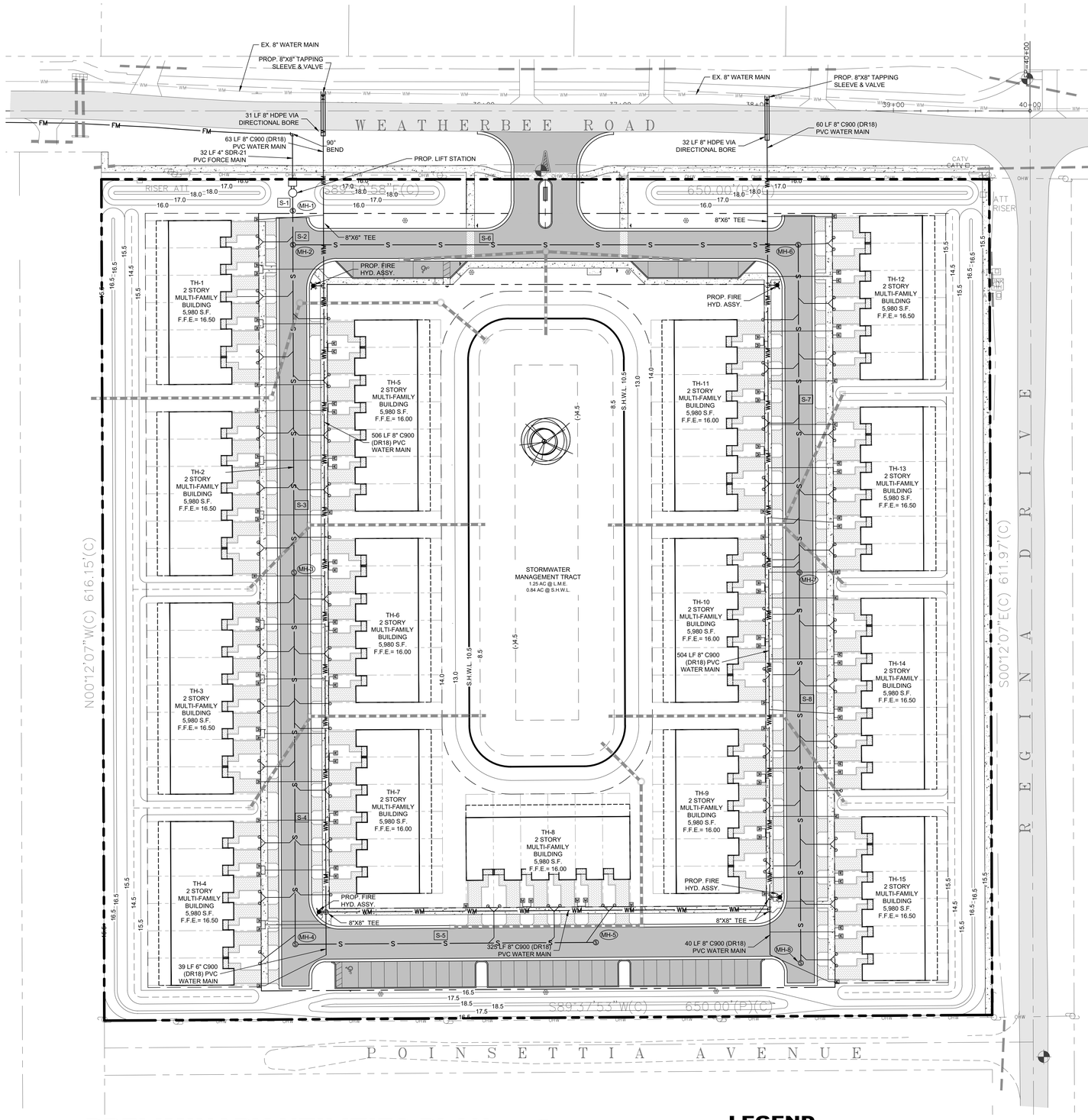
407 WEATHERBEE ROAD
MULTI-FAMILY DEVELOPMENT
CITY OF FORT PIERCE FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER
AARON G. STANTON
FL. P.E. #72460

SHEET
C1

24-0179

O:\DRAWINGS\2023\24-0179 407 Weatherbee Rd Multi-Family Development\4. Drawings\24-0179 PIOD PLAN.dwg 10/17/2024



PRELIMINARY UTILITIES NOTES:

1. ALL WATER METERS AND CLEANOUTS FOR POTABLE WATER AND SANITARY SEWER SERVICES SHALL BE WITHIN THE ROAD RIGHT-OF-WAY AND NOT LOCATED WITHIN DRIVEWAYS.

FDEP SEPARATION CRITERIA:

(1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER, FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610,F.A.C.

(B)NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

(C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610,F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2),F.S., AND RULE 64E-6.002, F.A.C.

(2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM - TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL THE WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORM WATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES

(A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.

(B)EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.

(4) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

SANITARY SEWER MANHOLE SCHEDULE

STRUCTURE NUMBER	RIM ELEV.	INVERT ELEVATION NORTH	INVERT ELEVATION SOUTH	INVERT ELEVATION EAST	INVERT ELEVATION WEST	DESCRIPTION
LIFT STATION	16.00		7.70			LIFT STATION
MH-1	15.90	7.76	7.86			4' SANITARY MANHOLE
MH- 2	15.60	7.96	8.72	8.06		4' SANITARY MANHOLE
MH- 3	15.00	9.68	9.78			4' SANITARY MANHOLE
MH- 4	15.60	10.87		10.97		4' SANITARY MANHOLE
MH- 5	15.00				11.85	4' SANITARY MANHOLE
MH- 6	15.55		9.64		9.54	4' SANITARY MANHOLE
MH- 7	15.00	10.70	10.60			4' SANITARY MANHOLE
MH- 8	15.80	11.85				4' SANITARY MANHOLE

SANITARY SEWER PIPE SCHEDULE

PIPE NUMBER	SIZE	LENGTH	DESCRIPTION
S- 1	8"	10 LF	SDR-21 PVC
S- 2	8"	25 LF	SDR-21 PVC
S- 3	8"	240 LF	SDR-21 PVC
S- 4	8"	272 LF	SDR-21 PVC
S- 5	8"	220 LF	SDR-21 PVC
S- 6	8"	370 LF	SDR-21 PVC
S- 7	8"	240 LF	SDR-21 PVC
S- 8	8"	286 LF	SDR-21 PVC
NOTE: ALL SANITARY SEWER MAIN @ MIN. 0.4% SLOPE			

PRELIMINARY UTILITIES PLAN

SCALE: 1" = 40'

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND

- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS OR STAMPED CONCRETE
- PROPOSED WATER MAIN
- PROPOSED WATER SERVICE LINE
- PROPOSED SEWER MAIN
- PROPOSED SEWER SERVICE LINE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED SINGLE WATER SERVICE
- PROPOSED DOUBLE WATER SERVICE
- PROPOSED MULTIPLE WATER SERVICE
- PROPOSED SINGLE SEWER SERVICE
- PROPOSED DOUBLE SEWER SERVICE
- PROPOSED SEWER MANHOLE & LABEL (SEE TABLE THIS SHEET)
- PROPOSED SEWER PIPE LABEL (SEE TABLE THIS SHEET)

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

O:\DRAWINGS\2024\24-0179 407 Weatherbee Rd Multi-Family Development\4 - Drawings\24-0179 UTIL PLAN.dwg 10/17/2024

DATE	REVISIONS
8	
7	
6	
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4	
3	
2	
1	

JOB NO.	24-0179
DESIGNED	AGS
DRAWN	GWR
DATE	MAY 2024
CHECKED	AGS
DATE ISSUED	10/17/2024

MBV ENGINEERING, INC.
MOIA, BOWLES, VILLAMIZAR & ASSOCIATES CONSULTING ENGINEERING CA #3728
MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9005
1893 - 28TH STREET
VERO BEACH, FL 32960
PH. (772) 778-3317
FX. (772) 778-3317

PRELIMINARY UTILITIES PLAN

407 WEATHERBEE ROAD
MULTI-FAMILY DEVELOPMENT

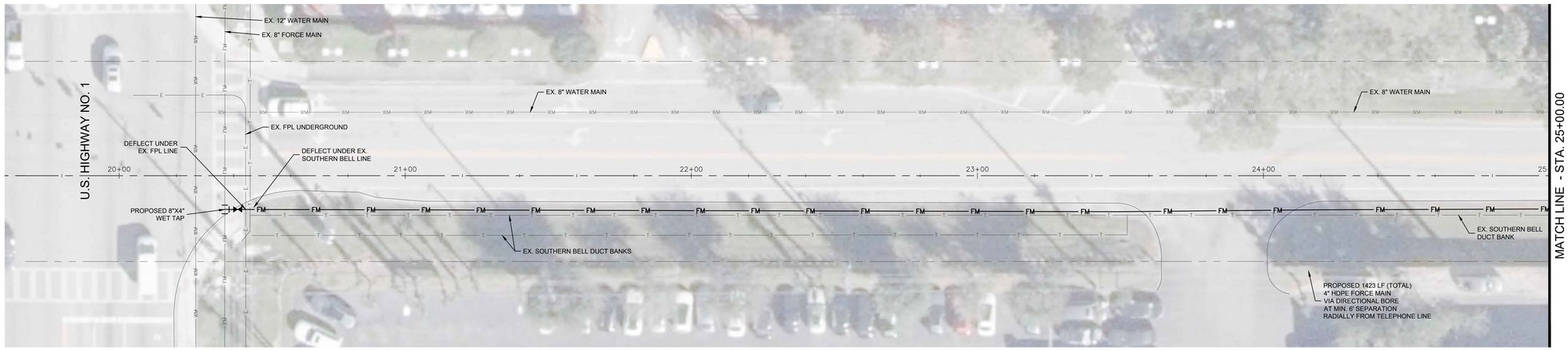
CITY OF FORT PIERCE FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460

SHEET
C2

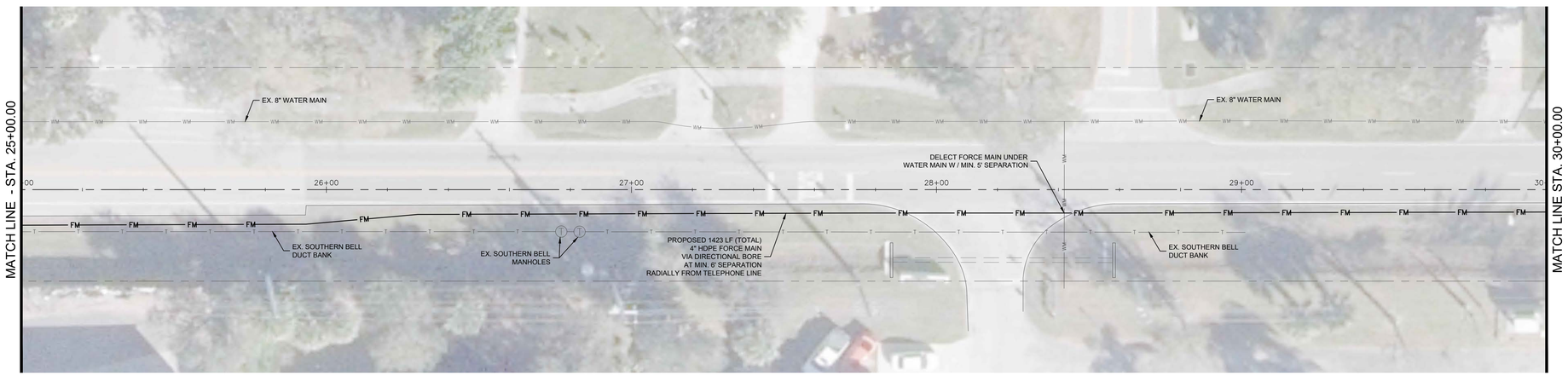
24-0179



PRELIMINARY OFFSITE FORCE MAIN PLAN

SCALE: 1" = 20'

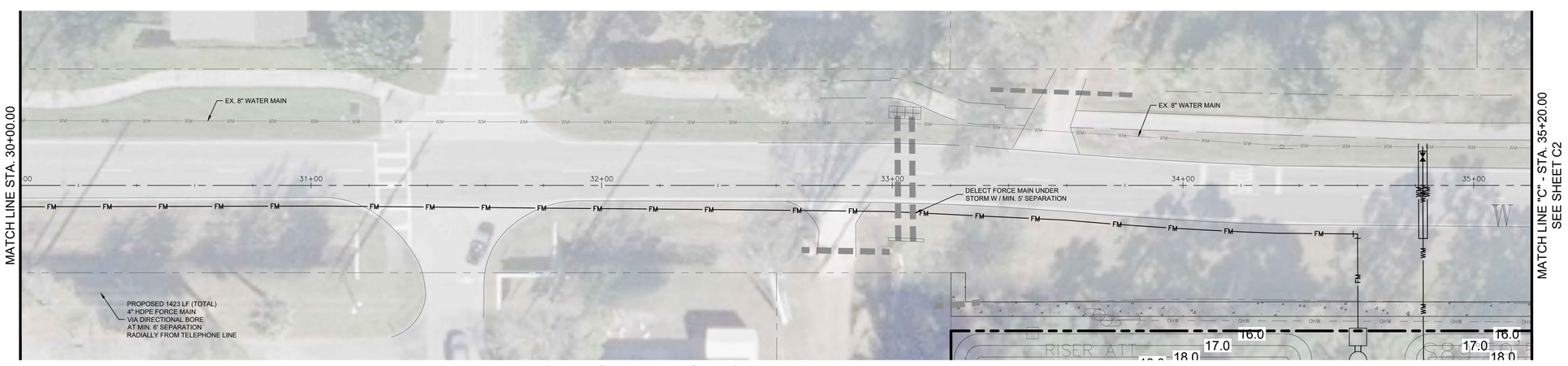
GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.



PRELIMINARY OFFSITE FORCE MAIN PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.



PRELIMINARY OFFSITE FORCE MAIN PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

REVISIONS	DATE
8 -	-
7 -	-
6 -	-
5 -	-
4 -	-
3 -	-
2 -	-
1 -	-

JOB NO.	24-0179
DESIGNED	AGS
DRAWN	GWR
DATE	MAY 2024
CHECKED	AGS
DATE ISSUED	10/17/2024

MBV ENGINEERING, INC.
MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1835 - 20TH STREET
VERO BEACH, FL 32960
PH. (772) 569-0035
FX. (772) 778-3617
MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9055

PRELIMINARY
OFFSITE FORCE MAIN PLAN

407 WEATHERBEE ROAD
MULTI-FAMILY DEVELOPMENT

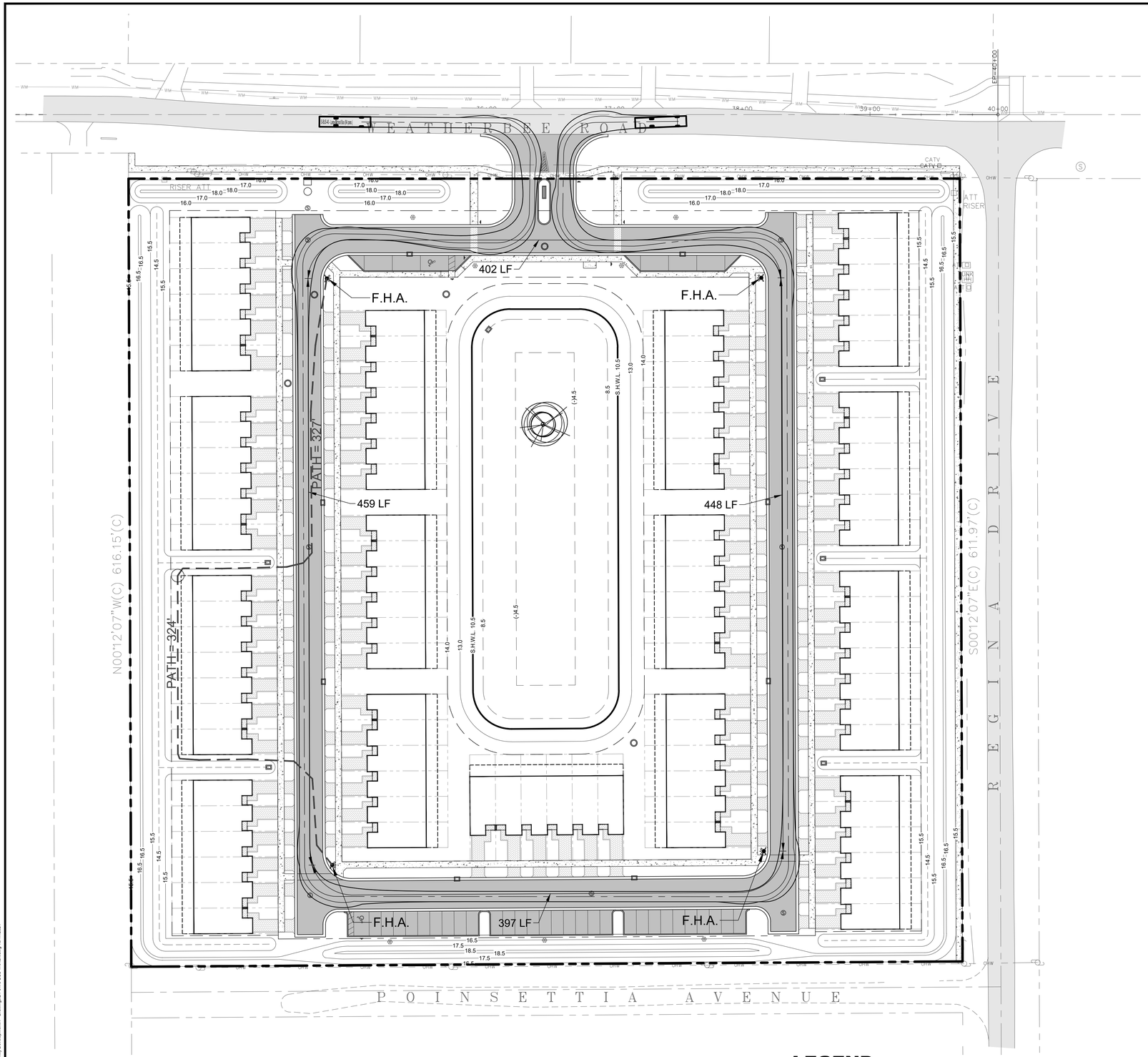
CITY OF FORT PIERCE FLORIDA

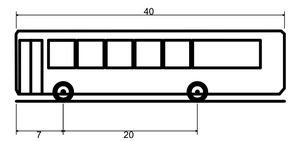
AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460

SHEET
C3

24-0179





S-BUS-40 - Large School Bus (84 pass.)

Overall Length	40.000ft
Overall Width	8.000ft
Overall Body Height	10.500ft
Min Body Ground Clearance	1.070ft
Track Width	8.000ft
Lock-to-lock time	5.00s
Max Steering Angle (Virtual)	34.40°

PRELIMINARY FIRE PROTECTION PLAN

SCALE: 1" = 40'

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND

EXISTING ASPHALT		PROPOSED STABILIZED	PROPOSED FIRE HYDRANT ASSEMBLY
PROPOSED ASPHALT		PROPOSED SWALE CENTERLINE	
PROPOSED CONCRETE		SITE BOUNDARY	
PROPOSED PAVERS OR STAMPED CONCRETE	F.H.A.	FIRE HYDRANT ASSEMBLY	
	S.H.W.L.	SEASONAL HIGH WATER LINE	

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

O:\DRAWINGS\2024\24-0179 407 Weatherbee Rd Multi-Family Development\4 - Drawings\24-0179 BUS TRACK.dwg 10/17/2024

REVISIONS	DATE
8 -	-
7 -	-
6 -	-
5 -	-
4 -	-
3 -	-
2 -	-
1 -	-

JOB NO.	24-0179
DESIGNED	AGS
DRAWN	GWR
DATE	MAY 2024
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PH. (772) 569-0035
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FT. PIERCE, FL - PH (772) 468-9055

PRELIMINARY FIRE PROTECTION PLAN

407 WEATHERBEE ROAD
MULTI-FAMILY DEVELOPMENT

CITY OF FORT PIERCE FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER
AARON G. STANTON
FL. P.E. #72460

SHEET
C4

24-0179

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT Florida

DESIGN REVIEW

Property Information

Property address or Location 4601 Regina Drive

Parcel ID #(s) 3403-501-0025-000-5

Project description Site Plan Amendment for townhome community.

Treasure Townhomes LLC	Cotleur & Hearing
Property Owner(s)	**Applicant/Representative, Title, Company**
12300 South Shore Blvd Suite 214	1934 Commerce Ln, Ste 1
Street Address	Street Address
Wellington FL 33414	Jupiter FL 33458
City State Zip	City State Zip
305-303-5295	561-747-6336
Phone Number	Phone Number
mugarte@ivydevelopmentgroup.com	msanz@cotleur-hearing.com
Email Address	Email Address

Property Owner(s) Acknowledgements: *- This application will not be considered complete without the signature of all property owners of record, which shall serve as an acknowledgement of the submission of this application. The property owner's signature below shall also authorize the Applicant (if other than the property owner) and/or Representative to act in his/her behalf for the purposes of seeking approval for the application described herein. The undersigned consents to inspection and photographing of the subject property by the Planning staff for purposes of consideration of this Application and/or presentation to the Planning Board and City Commission.*

Property Owner(s) Signature(s)

APPOINTMENTS ARE REQUIRED FOR APPLICATION SUBMITTALS
CALL 772.467.3737 OR E-MAIL PLANNING_DL@CITYOFFORTPIERCE.COM
For more information, please refer to the website:
https://www.cityoffortpierce.com/971/Application-Submittal-for-Technical-Revi

Design Review Application Checklist
(City Code of Ordinances 125-314)

Submittal for Administrative Approval

a. A survey (1" = 30' minimum scale) of property lines, existing topography and the location of trees meeting the tree protection regulations of section 123-66, location of bordering streets and, if applicable, wetlands and beaches.
b. A site analysis study to include a discussion of specimen trees and other natural vegetation, access, significant topography, wetlands, buffers, setbacks, views, orientation, the surrounding built environment, and other site features that may influence design elements.
c. A draft written narrative describing the design intent of the project, its goals, and objectives and how it reflects the site analysis study results.
d. Context photographs of neighboring uses and architectural styles.
e. Photographs and/or drawings of architectural buildings or objects that serve as a precedent for the proposed building design. Models should be taken from local exemplary buildings, either existing or demolished. Documentation of such buildings is available in the city's planning department.
f. Photographs of all existing structures located on the property. If existing structures on the property are more than fifty (50) years of age, documentation of these structures with data from the Florida Master Site File form is also required.
g. Conceptual site plan (to scale) showing proposed location of all buildings, structures, parking areas, signs and landscaping.
h. Landscape plan, at the same scale as the site plan. The planning director or designee may request enlarged plans of detailed planting areas. Planting schedule with sizes of proposed plantings must be included.
i. Accurate color rendering of proposed signs showing dimensions, type of lettering, materials and actual color samples that demonstrates cohesiveness with the project design.
j. Exterior elevations showing architectural character, external architectural features, and streetscape of the proposed development, including materials, colors, shadow lines and landscaping. The street elevation shall encompass the entire proposed project and generally identify the major elements of the adjacent two (2) properties on either side of the site. If the adjacent properties are vacant or underutilized, a diagram shall be provided that identifies the mass and form that is allowable under current zoning. If the street elevation must be drawn at such a scale as to render architectural details of the building unreadable, drawings of individual buildings at a larger scale should be provided as well.
k. Design review concurrent with conceptual development plan procedure according to subsection 125-313 is also available.

Submittal for Board Approval

a. A written narrative describing how the project conforms to administrative approval and design review guidelines of this section.
b. A final site plan meeting the requirements of section 125-313.
c. A final site lighting plan that meets the requirements of subsection 125-313(d)(8).
d. A final landscape plan that meets the requirements of articles II and III of chapter 123.
e. Final floor plans and elevation drawings (1/8" = 1'-0" minimum scale), as detailed under administrative approval, showing exterior building materials and colors with architectural sections and details to adequately describe the project.
f. A color board (11"x17" maximum) containing actual color samples of all exterior finishes, keyed to the elevations, and indicating the manufacturer's name and color designation.

THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

CONCURRENCY
CAPACITY ANALYSIS

I. Site Data:

	Existing Use	Future Land Use	Zoning
North			
South			
East			
West			

	Future Land Use	Zoning Classification	Maximum Intensity Residential: Dwelling Units per Acre Other: Square Footage	Total Acreage	Flood Zone
Current					
****Proposed**					N/A

II. Public Facilities Information:

A. Potable Water:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.125 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

B. Wastewater:	
Average Use	Residential: 100 gallons per day per person (du x 2.6= persons x 100 gpd = demand) Other: 0.1 gallons per day per square foot
Demand Analysis	Maximum
Current Zoning/FLU	Total gallons per day
**Proposed Zoning/FLU	Total gallons per day
**Change in Demand	Total gallons per day

C. Parks and Recreation (Residential Classifications Only):
(Du x 2.6 = persons + 44,227 = population /LOS)

Park Type	LOS	Existing Population Park Demand	Proposed Population Park Demand	Change in Demand
Regional	20 acres per 1,000 people			
Urban District	5 acres per 1,000 people			
Community	2.5 acres per 1,000 people			
Neighborhood	1.36 acres per 1,000 people			

D. Public Schools (Residential Classifications Only):
Single Family: (du x 0.405 = students/70% K-8/30% High)
Multi-family: (du x 0.207 = students/70% K-8/30% High)

	K-8	High
School Name		
City		
Distance		
Current Zoning/FLU Enrollment Demand		
****Proposed Zoning/FLU Enrollment Demand**		
****Change in Demand**		

E. Solid Waste: Residential (2 yard serves 15 units, 4 yard serves 30 units, 6 yard serves 45 units, 8 yard serves 60 units)	
Demand Analysis	Maximum
Current Zoning/FLU	
****Proposed Zoning/FLU**	
***Change in Demand**	

F. Stormwater:
Potential increase in volume discharged due to increased impervious coverage, reduced groundwater seepage or loss of surface water storage impacting Adopted LOS of 25-year 3-day storm Pre vs. Post Runoff (Storm sewers to convey 5 year- 1 day storm event; Canals to convey 3 year – 1 day storm event)

Impact	

III. Transportation Analysis: *Complete ITE Trip Generation Form (Attached)*

G. Transportation Analysis: Complete ITE Trip Generation Data Form Most recent ITE Code for use; HCM Roadway Capacity		
	AADT	**AM/PM Peak Hour Trips**
Demand Analysis	Maximum	Maximum
Current Zoning/FLU		
****Proposed Zoning/FLU**		
***Change in Demand**	Trips	Trips
Impact to Capacity		

IV. Project Description

PHASING
Is this project (phase) part of a larger project? [ ] Yes [ ] No
If yes, enumerate each phase, the number of units or square footage in each phase and beginning/completion date.
Total Project: Residential Units: Single Family: Multifamily:
Non-residential (square footage):
Mixed-use (describe use):
(If this is a single phase project, name it Phase I – Total)

RESIDENTIAL DATA

Type	**Phase**	**Number of Units**	**Acres**	**Expected beginning date**	**Expected completion date**
Single-family, detached					
Single-family, attached					
Multi-family					
Other (specify)					

NON-RESIDENTIAL DATA					
Type(s) specify	**Phase**	**Square footage**	**Acres**	**Expecting beginning date**	**Expected completion date**

A. Indicate whether the proposed project will be eliminating any existing recreational facilities. If yes, detail the number and type being eliminated. [ ] Yes [ ] No

B. 1. Does this application involve demolition or re-use of any structure(s)? [ ] Yes [ ] No
If yes, what is the size of the structure(s) to be demolished or re-used? _____
2. What is the current use of the structure to be demolished or re-used? _____
3. Are you claiming trip credits for the demolition or re-use of a structure(s) at the site? [ ] Yes [ ] No
If yes, provide estimates of credits for each previous use at the site. (Attach sheet with calculations)

C. Exemptions Requested:

** Complete section if requesting a change in zoning, future land use, or expanding

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

July 15, 2024

City of Fort Pierce
Planning Department
100 N US Highway 1
Fort Pierce, FL 34950

407 Weatherbee
Site Plan Application
Narrative

Description:
Parcel ID: 3403-501-0025-000-5
Site Location: East of US-1, on the south side of E Weatherbee Rd, west of Regina Dr
Project Site: 9.574 acres
Existing Land Use: RM
Existing Zoning: R-4

To whom it may concern,

On Behalf of the applicant, Treasure Townhomes LLC, please accept this narrative as part of the Site Plan application for the proposed residential development project on E Weatherbee Road, west of Regina Drive. This 9-acre site has an existing land use of RM and existing zoning of R-4 and is identified as Parcel ID 3403-501-0025-000-5 and has an address of 4601 Regina Drive.

Due to the site's proximity to the major commercial corridor of US Highway 1, being within 1,500 feet, this site is optimal for medium density residential, as also demonstrated by the existing Land Use and Zoning designations. The proposed townhome community is an excellent transition between the existing Tanglewood Mobile Home Park to the west (with an existing zoning of C-3) and the single-family residences to the east.

The applicant is proposing a total of 114 townhome units, divided into 19 six-unit buildings, consistent with the permitted medium-density residential density of no more than 12 units per acre. Per the existing R-4 Land Development Regulations, the standard maximum density is 10 units per acre, and can be up to 12 units per acre for innovative residential developments. The attached Density Justification file included in this submittal details how this project qualifies for this density bonus.

There is no native upland habitat located on site. The environmental assessment report acknowledges that there is native vegetation present, but they are not considered to be native habitat due to not having significant associations. Please see attached environmental assessment report representing sample of vegetative species observed during the site visit.

Furthermore, there are no wetlands present on site. However, there is a lake of less than one (1) acre located within central north portion of the subject site. As stated above, the existing lake acts as a focal point for the proposed development. Environmental surveyor also conducted a pedestrian survey to investigate for the presence of any listed plant or animal. Per environmental report, Gopher Tortoises were detected on site. A Gopher Tortoise Permit will be obtained by an authorized agent to relocate the tortoises prior to any land clearing activities. Apart from this, no other animal or plant species were found on site. Please see attached environmental assessment report for detailed information on existing environmental condition of the subject property.

This ungated community will feature aesthetic architecture compatible with the surrounding residences. The first floor façade will be of textured stucco, while the second floor will feature vertical and horizontal siding veneer, preventing visual monotony and creating depth and dimension to the buildings.

We look forward to working with staff to facilitate the development of this project. Should you have any questions or clarification about this project, please do not hesitate to contact me at dsorrow@cotleur-hearing.com or 561-747-6336.

Sincerely,



Daniel T. Sorrow, AICP, PLA, LEED AP BD+C
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

July 15, 2024

City of Fort Pierce
Planning Department
100 N US Highway 1
Fort Pierce, FL 34950

407 Weatherbee
Site Plan Application
Density Bonus Justification

Description:
Parcel ID: 3403-501-0025-000-5
Site Location: East of US-1, on the south side of E Weatherbee Rd, west of Regina Dr
Project Site: 9.574 acres
Existing Land Use: RM
Existing Zoning: R-4

To whom it may concern,

On behalf of the applicant, Treasure Townhomes LLC, please accept this density bonus justification for the additional 2du/ac requested on the property site located at 4601 Regina Drive. As mentioned in the *Narrative* provided for this Site Plan Application, the development proposes to build 114 multifamily residential townhome units on this 9.57-acre parcel, equaling 12du/ac. Although the site is currently vacant, the existing RM Land Use and R-4 Zoning indicate its appropriateness for medium-density residential. The maximum density per the land use is 12du/ac, and the maximum density per the zoning designation is generally 10du/ac, although this can be increased to 12du/ac for innovative developments per **Land Development Ordinances Section 125-194**. This justification explains how each point under **Section 125-243(e)** is being considered in this project for the additional density requested.

The first criterion for additional density is *landscaping*, as described in **Land Development Ordinances Section 125-243(e)(1)**. Per the environmental report provided, although there is some native vegetation onsite, these do not have significant associations and are not considered native upland habitat. Most of the existing vegetation is exotic and needs to be removed. The tree mitigation plan included in this application shows the extensive effort made to relocate most of the trees that are considered protected or meet the DBH criteria. The oaks and pines are not able to be relocated, as they have poor chances of survival, however, approximately 85 cabbage palms are being relocated and utilized throughout the proposed development plan. These relocations, in addition to the heavily revegetated perimeter buffer areas, grant an additional 1du/ac to the development.

The second criterion is *siting*, per **Land Development Ordinances Section 125-243(e)(2)**. One noteworthy aspect of the overall project site's location is its proximity two four bus stops – two northbound and two southbound – of the St. Lucie County Fixed Route 1 system along US Highway 1. Two stops are approximately 1,300 feet north of Weatherbee Road, and the other two are approximately 1,800 feet south of Weatherbee Road. This indicates that the future residents of this development would have public transportation access along US Highway 1 between downtown Fort Pierce and the Treasure Coast Mall. Additionally, the ungated site is designed so that the entrance is directly facing the lake feature. Therefore, pedestrians and drivers who pass the sight are also able to enjoy the water views and fountain. Since this is ungated, they would also be able to walk along the sidewalk on the northern edge of the lake. With this criterion being met, the development receives an additional 0.5du/ac.

The final point of innovation for this site is the *design*, as explained in **Land Development Ordinances Section 125-243(e)(3)**. Firstly, as described in the narrative, the two-story townhome buildings will have façade indentations, three different building materials/sidings, and varied roof shapes. These added features enhance the aesthetics of the community and eliminate architectural monotony. Additionally, the proposed site design utilizes the existing +/- 0.8ac lake. As shown on the site plan, approximately 0.7ac of this lake is being improved and retained, utilizing the existing stormwater infrastructure and drainage patter, while simultaneously capturing, treating, and improving runoff in the area. These design features therefore grant an additional 0.5du/ac to the development.

Finally, with the criteria above being met and justified, this project receives the additional bonus 2du/ac, allowing a total of 12du/ac. At this permitted density, the maximum number of units for this development is 114, which is consistent with the proposed plan.

We look forward to working with the City on this project and are available to answer any questions or concerns you may have at this time. Please let us know if you need any further information from us.

Sincerely,



Daniel T. Sorrow
1934 Commerce Lane, Suite 1
Jupiter, FL 33458
561.800.8426 Cell
561.747.6336 Office

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 4954722 OR BOOK 4723 PAGE 2287, Recorded 11/18/2021 04:07:32 PM Doc Tax: $8400.00

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

For Official Use Only
Tax Parcel Identification No. 3403-501-0025-000-5

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made as of the 16th day of November, 2021, by JOHO PROPERTIES, LLC, a Florida limited liability company, Document Number L11000026893, whose address is 2400 S. Ocean Drive, PH 4200 D, Fort Pierce, Florida 34949 ("**Grantor**"), to TREASURE TOWNHOMES, LLC, a Florida limited liability company, Document Number L21000232043, whose address is 4750 W. Commercial Blvd., Tamarac, Florida 33319 ("**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.)

WITNESSETH:

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 as follows:

Lots 1 through 26, Block 2; and Lots 1 through 26, Block 3; Regina Palms, according to the plat thereof, as recorded in Plat Book 4, Page 82, of the Public Records of St. Lucie County, Florida.

Together with that part of vacated Englar Avenue adjacent thereto.

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, 2020, 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.

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:

Witness 1:

Signature: _____
Print Name: Dennis G. Carrick

Witness 2:

Signature: _____
Print Name: Linda M. Briglia

GRANTOR

JOHO PROPERTIES, LLC, a Florida limited liability company

By: _____
John M. Sigler, Manager

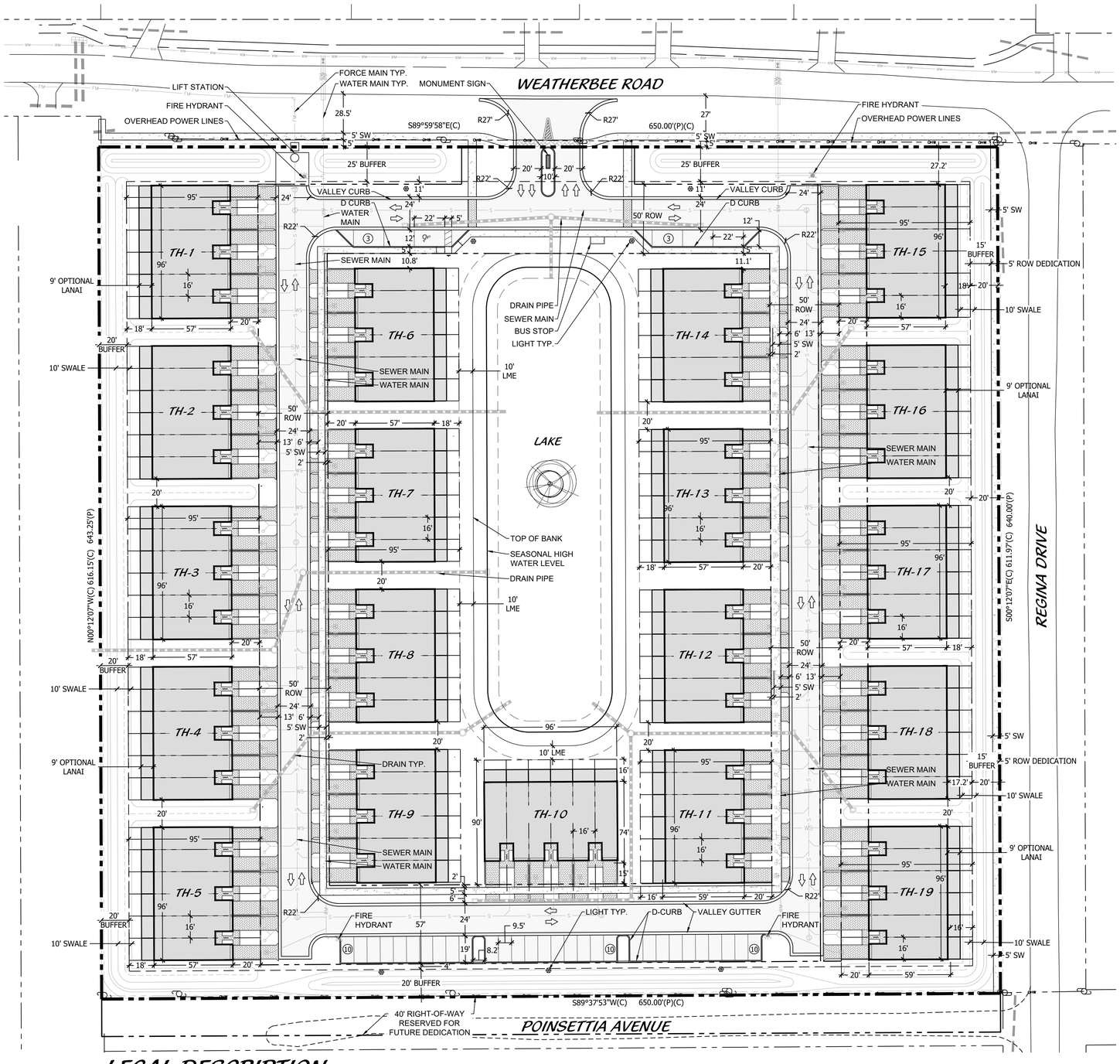
STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of (check one) [✓] physical presence or [ ] online notarization this 14th day of November, 2021, by John M. Sigler, as Manager of JOHO Properties, LLC, a Florida limited liability company. Said person (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, or [ ] produced other identification, to wit: _____.

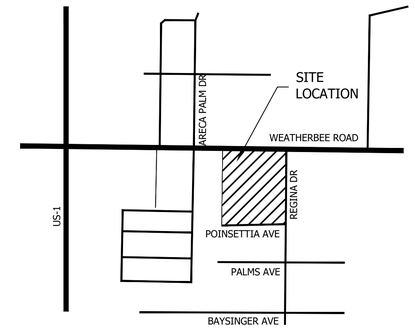
[Affix Notary Seal]

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

_____
Print Name: Linda Briglia
Notary Public, State of Florida
Commission No.: GG 364898
My Commission Expires: 9/1/23



KEY MAP



LEGEND

HC	HANDICAP	HC SIGN	PARKING LIGHT
LB	LANDSCAPE BUFFER	STOP SIGN	
SB	SETBACK	DO NOT ENTER	BUILDING/ACCENT LIGHT
SW	SIDEWALK	PEDESTRIAN CROSSING	
TYP	TYPICAL		

TREASURE TOWNHOMES SITE DATA

PARCEL: 340350100250005
4601 REGINA DRIVE

LAND USE	**RM**
ZONING	**R-4**
FIRM/FLOOD ZONE	**ZONE X, A; MAP # 12111C0279K**

BUILDING DATA

	ACRES	SQUARE FEET
TOTAL SITE AREA	**9.574**	**417,043**
TOTAL BUILDINGS (6 UNIT TOWNHOMES)	19	BUILDINGS
TOTAL PROPOSED UNITS	114	UNITS
DENSITY	12	UNITS/ACRE

PARKING CALCULATIONS

REQUIRED PARKING	228	SPACES
*1.5 SPACES PER UNIT		
PROVIDED PARKING		
OFF-STREET STANDARD PARKING	35	SPACES
OFF-STREET HANDICAPPED PARKING	1	SPACES
DRIVEWAY PARKING	114	SPACES
GARAGE PARKING	114	SPACES
TOTAL	**264**	SPACES

PERVIOUS/IMPERVIOUS CALCULATIONS

PERVIOUS	**ACRES**	**SQUARE FEET**	**PERCENT**
BUFFER TRACT	1.08	46,873	11.2%
LAKE MAINTANENCE EASEMENT	1.06	46,031	11.0%
40' WIDTH TRACT	0.41	17,916	4.3%
OTHER LANDSCAPE AREA	1.25	54,640	13.1%
SUB-TOTAL	**3.80**	**165,460**	39.7%

IMPERVIOUS	**ACRES**	**SQUARE FEET**	**PERCENT**
BUILDING COVERAGE	2.23	97,290	23.3%
VEHICULAR USE AREA	1.27	55,319	13.3%
PAVER DRIVEWAYS & WALKS	0.95	41,559	10.0%
OPTIONAL LANAI (MAX COVERAGE)	0.38	16,416	3.9%
SIDEWALKS, CONCRETE PADS	0.26	11,529	2.8%
WATER SURFACE	0.68	29,471	7.1%
SUB-TOTAL	5.78	**251,584**	60.3%
TOTAL	**9.574**	**417,043**	**100.0%**

LEGAL DESCRIPTION

LEGAL DESCRIPTION SOURCE (ORB 4723, PG. 2287):

LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 2; LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 3 AND THAT PART OF VACATED ENGLAR AVENUE ADJACENT THERETO, REGINA PALMS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 82, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 9.574 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (AS SURVEYED):

A PARCEL OF LAND LYING IN BLOCKS 2 AND 3, REGINA PALMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 82 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 2; THENCE SOUTH 00°12'07" EAST ALONG THE EAST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF REGINA DRIVE (A 60.00 FOOT RIGHT-OF-WAY) , A DISTANCE OF 611.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POINSETTIA AVENUE (A 40.00 FOOT RIGHT-OF-WAY)(AS LAID OUT AND IN SUE); THENCE SOUTH 89°37'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 650.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (A 60.00 FOOT CANAL RIGHT-OF-WAY); THENCE NORTH 00°12'07" WEST ALONG THE WEST LINE OF SAID BLOCKS 2 AND 3, A DISTANCE OF 616.15 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WEATHERBEE BOULEVARD (A 90.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 89°59'58" EAST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.163 ACRES, MORE OR LESS.

SITE PLAN

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Fort Pierce, Florida

DESIGNED ACE, LAH
DRAWN ACE, LAH
APPROVED DTS
JOB NUMBER 24-0303
DATE 07-17-24
REVISIONS

SHEET 1 OF 2

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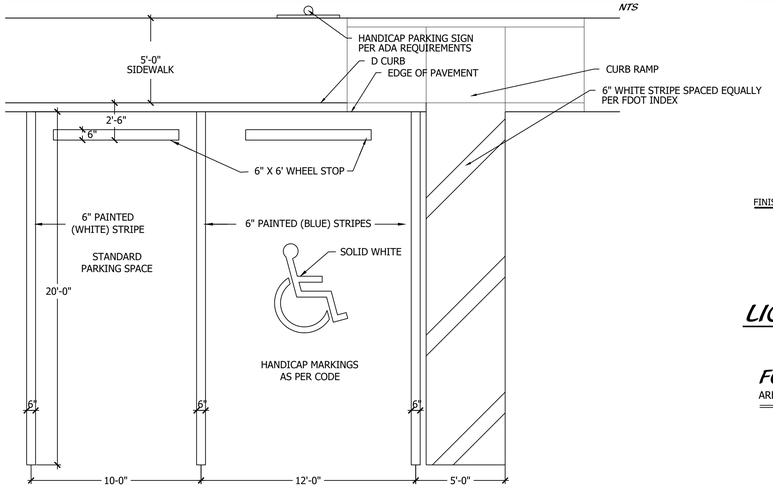
These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

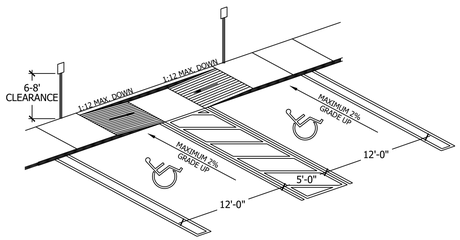
TYPICAL GUEST AND HANDICAP PARKING DETAIL

NTS



HANDICAP RAMP DETAIL

NTS

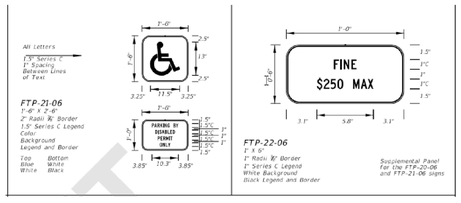


NOTE: IN THIS APPLICATION RAMPS CAN BE SEPARATED AND SIDEWALK CAN BE FLUSH ACROSS ALL HC SPACES

NOTE: HCR#3-MOD MEANS ONLY 1 RAMP BUILT TO REQUIRED SIDE OF SIDEWALK. OR RAMPS SEP. TO ENDS OF HC SPACES

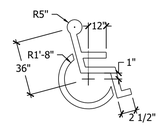
HANDICAP SIGN DETAIL

NTS



HANDICAP SYMBOL DETAIL

NTS

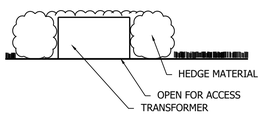


NOTE: SYMBOL TO BE 4" WIDE WHITE TRAFFIC PAINT ON PAVEMENT OR COLORED PAVERS . TYPICAL @ ALL HANDICAP STALLS

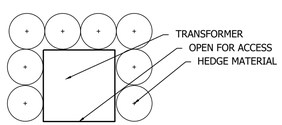
TRANSFORMER DETAIL

NTS

ELEVATION VIEW

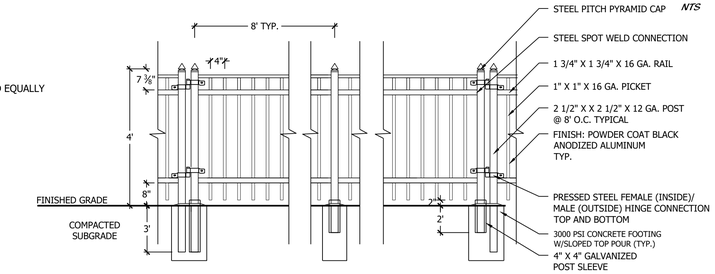


PLAN VIEW



DECORATIVE FENCE DETAIL

NTS



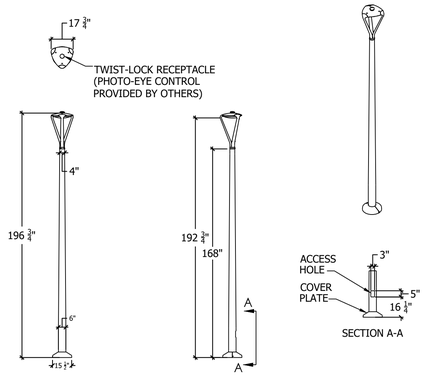
LIGHTING DETAIL

NTS

FGP LIGHT

AREA LIGHT, 16 FT, TYPE 5, WITH COVER PLATE, TWIST LOCK

Date: 10/5/2018
Ph: 800.521.2546
www.landscapeforms.com



landscapeforms Drawing: AG503-04
U.S. Patent No. D752,268
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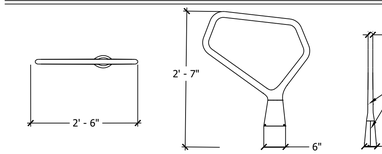
BIKE RACK DETAIL

NTS

FGP BIKE RACK

Product Drawing

Date: 6/8/2015
Ph: 800.521.2546
www.landscapeforms.com



TYPE: LANDSCAPE FORMS FPG BIKE RACK
COLOR: DARK GREY/SILVER
FINISH: POWDER COAT

landscapeforms
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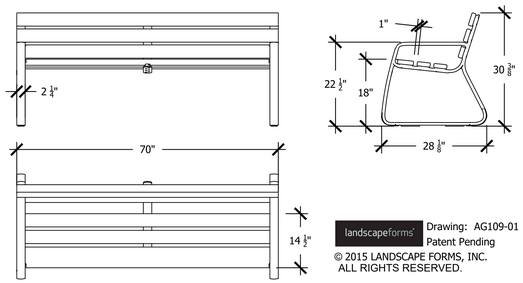
BENCH DETAIL

NTS

FGP BENCH, BACKED, 70", WOOD, END ARMS

Product Drawing

Date: 6/8/2015
Ph: 800.521.2546
www.landscapeforms.com



landscapeforms Drawing: AG109-01
Patent Pending
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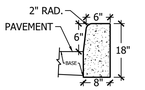
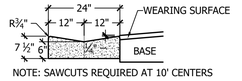
D CURB DETAIL

NTS



VALLEY CURB DETAIL

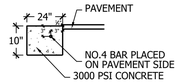
NTS



NOTE: SAWCUTS REQUIRED AT 10' CENTERS

HEADER CURB DETAIL

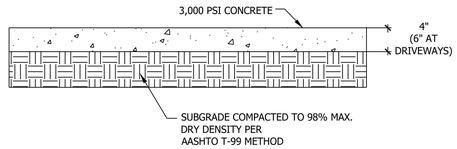
NTS



NOTE: SUBGRADE TO EXTEND 6" BEYOND HEADER CURB

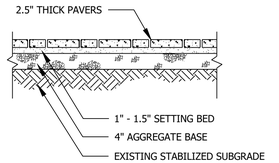
SIDEWALK DETAIL

NTS



PEDESTRIAN PAVER DETAIL

NTS



VEHICULAR PAVER DETAIL

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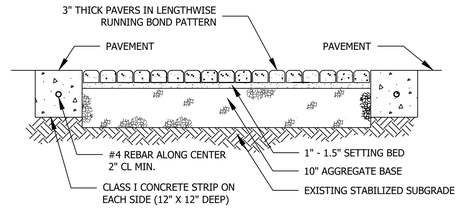
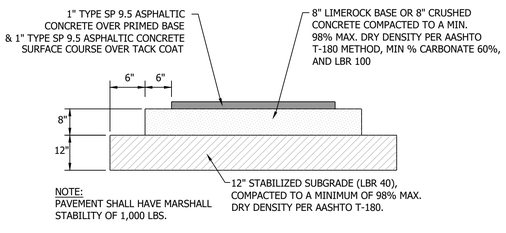


VEHICULAR PAVEMENT DETAIL

NTS



NOTE:
PAVEMENT SHALL HAVE MARSHALL STABILITY OF 1,000 LBS.

SITE DETAILS

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES
Fort Pierce, Florida

DESIGNED ACE, LAH
DRAWN ACE, LAH
APPROVED DTS
JOB NUMBER 24-0303
DATE 07-17-24
REVISIONS

SHEET 2 OF 2

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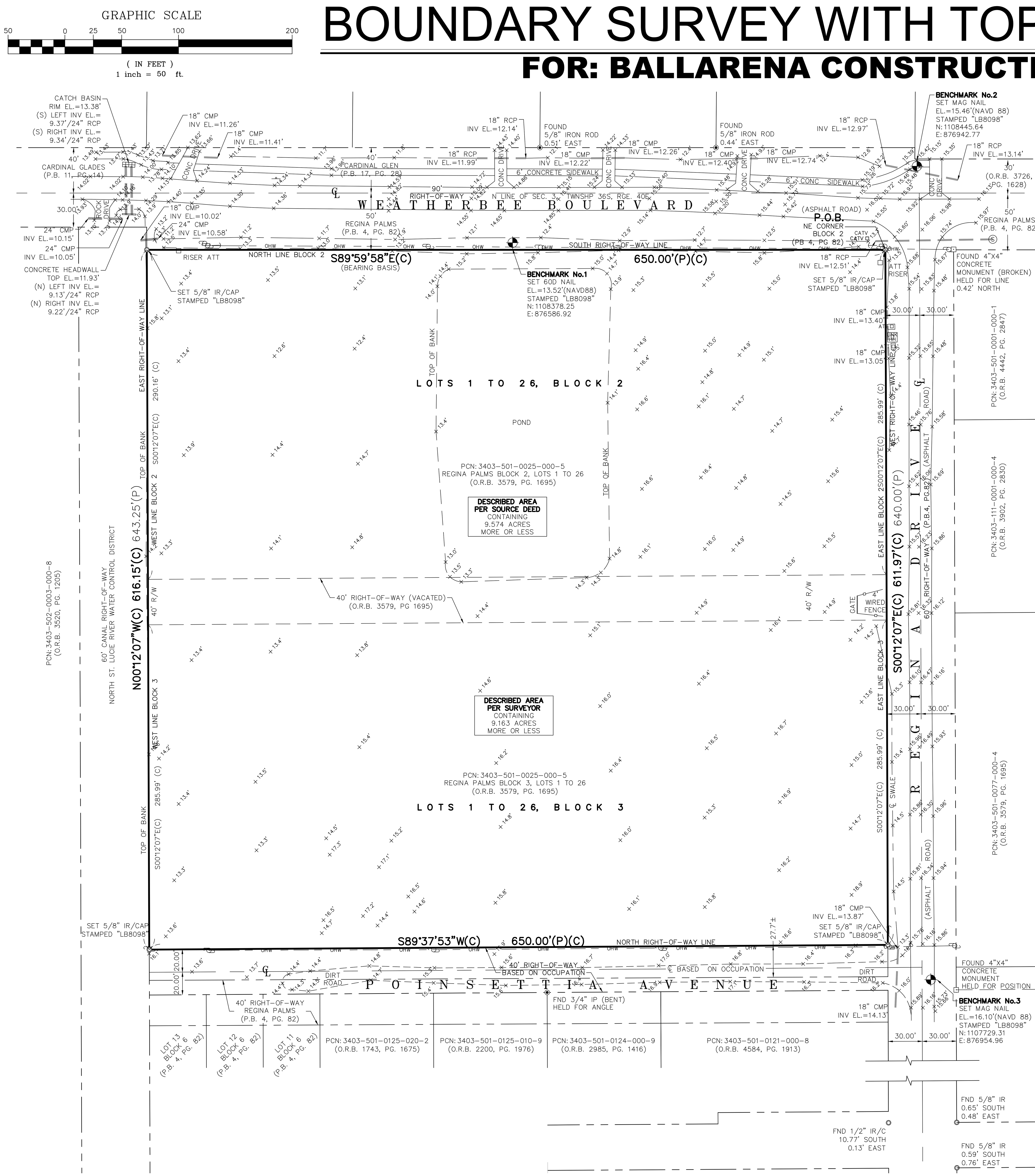
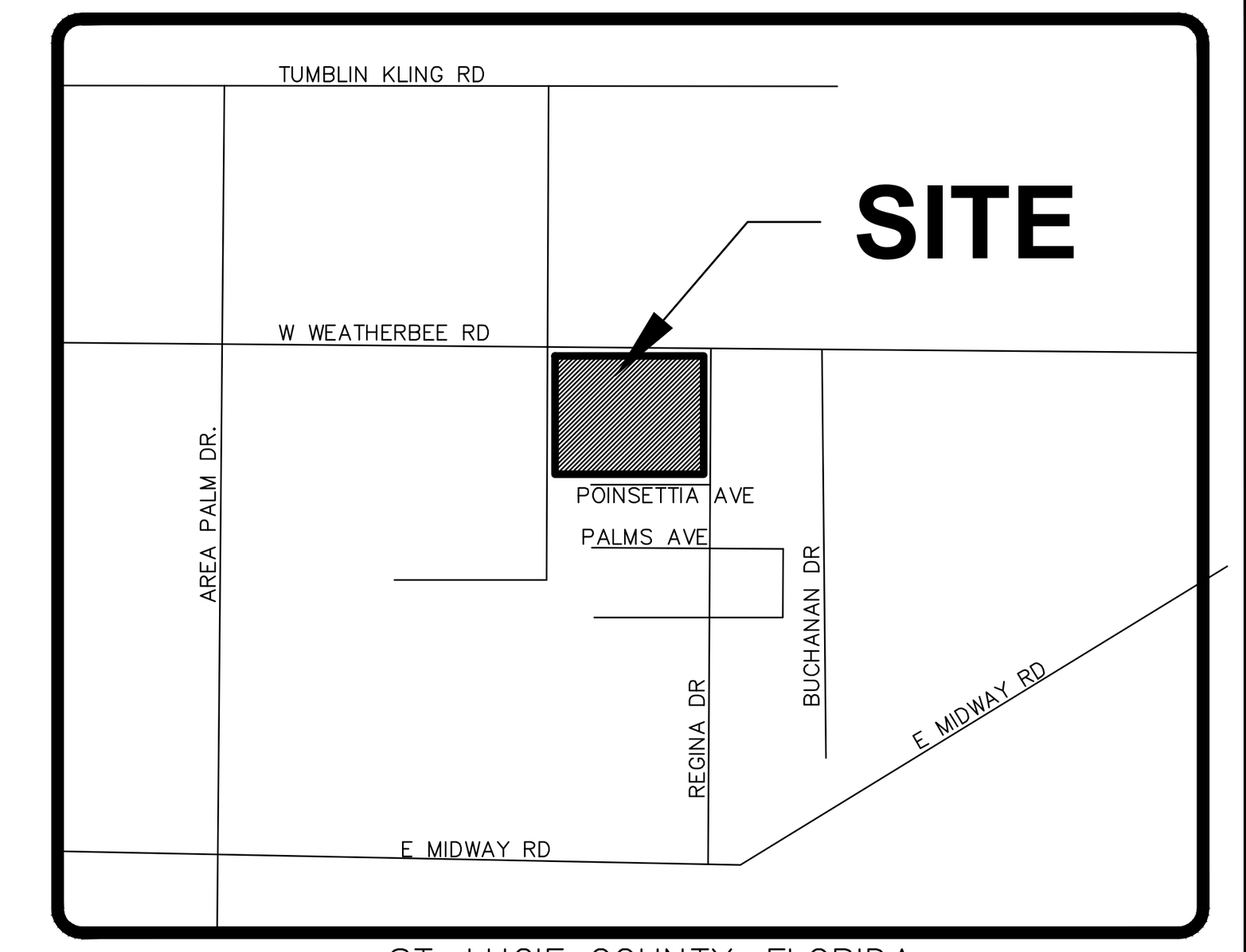
BOUNDARY SURVEY WITH TOPOGRAPHY

FOR: BALLARENA CONSTRUCTION



CERTIFIED TO:

1. TREASURE TOWNHOMES, LLC, A FLORIDA LIMITED LIABILITY COMPANY
2. OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
3. DEAN, MEAD, MINTON & MOORE



ST. LUCIE COUNTY, FLORIDA
VICINITY MAP
NO SCALE

SYMBOL & ABBREVIATION LEGEND:

Abbreviation	Meaning
(A)	AIR RELEASE VALVE
AL	ARC LENGTH
ASPH	ASPHALT
BFP	BACK FLOW PREVENTER
	BENCHMARK (BM)
	BIKE RACK
CATV	CABLE RISER
(C)	CALCULATED
	CATCH BASIN
℄	CENTERLINE
CCR	CERTIFIED CORNER RECORD
CLF	CHAIN LINK FENCE
CHD.	CHORD
CO	CLEAN OUT
COMM RISER	COMMUNICATION RISER
CONC	CONCRETE
	CONCRETE LIGHT POST
CM	CONCRETE MONUMENT
CPP	CONCRETE POWER POLE (CPP)
	CONCRETE POWER POLE W/STREET LIGHT
	CONCRETE SIGNAL LIGHT POLE
CMP	CORRUGATED METAL PIPE
	CURB INLET
	DECORATIVE LIGHT POST
(D)	DEED
D.B.	DEED BOOK
ø	DIAMETER (DIA.)
(D)	DRAINAGE MANHOLE
DIP	DUCTILE IRON PIPE
E	EAST/EASTING
EOW	EDGE OF WATER
EB	ELECTRIC BOX
EHH	ELECTRIC HAND HOLE (EHH)
EM	ELECTRIC METER
ELEC. PANEL	ELECTRICAL PANEL
EL./ELEV.	ELEVATION
FEMA	FEDERAL EMERGENCY MANAGEMENT AGENCY
F.O.	FIBER OPTIC
FOHH	FIBER OPTIC HAND HOLE
FO	FIBER OPTIC MARKER
FIBER RISER	FIBER OPTIC RISER
(M)	FIELD MEASURED
F.F.E.	FINISHED FLOOR ELEVATION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FPL	FLORIDA POWER AND LIGHT
FT	FOOT
FM	FORCE MAIN
FND	FOUND
(F)	FPL MANHOLE
SQ FT.	SQUARE FEET
GAS	GAS VALVE
GIS	GEOGRAPHIC INFORMATION SYSTEMS
GND	GROUND
	GROUND LIGHT
	GUY WIRE ANCHOR
	HANDICAP
HDPE	HIGH DENSITY POLYETHYLENE PIPE
HWF	HOG WIRE FENCE
HYD	HYDRANT
IN	INCH
INV	INVERT
IP	IRON PIPE
IR	IRON ROD
IR/C	IRON ROD AND CAP
	IRRIGATION CONTROL VALVE
L	LENGTH
	LIGHT POST
MAG/D	MAG NAIL MAG BRAND NAIL
(M)	MAILBOX
M.C.	MARTIN COUNTY
MHWL	MEAN HIGH WATER LINE
MLWL	MEAN LOWER WATER LINE
	METAL LIGHT POST
	METAL POWER POLE
MP	METAL PIPE
(W)	MONITORING WELL
MON	MONUMENT
NGVD29	NATIONAL GEODETIC VERTICAL DATUM OF 1929
N/D	NON DESCRIPT NAIL AND DISK
N.R.	NON RADIAL
NAVD88	NORTH AMERICAN VERTICAL DATUM OF 1988
N	NORTH OR NORTHING
No.	NUMBER
O.R.B.	OFFICIAL RECORDS BOOK
OHW	OVER HEAD WIRES
PG	PAGE
PCN	PARCEL CONTROL NUMBER
PK NAIL	PARKER-KALON NAIL
PK/D	PARKER-KALON NAIL & DISK
PCP	PERMANENT CONTROL POINT
PRM	PERMANENT REFERENCE MONUMENT
P.B.	PLAT BOOK
(P)	PLAT DATA
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
P.C.C.	POINT OF COMPOUND CURVE
P.C.	POINT OF CURVATURE
P.T.	POINT OF TANGENCY
P.O.T.	POINT OF TERMINUS
PVC	POLYVINYL CHLORIDE
PSL	PORT SAINT LUCIE, FLORIDA
PLS	PROFESSIONAL LAND SURVEYOR
R	RADIUS
RGE	RANGE
RTK	REAL TIME KINEMATIC
RWV	RECLAIMED WATER VALVE
RLS	REGISTERED LAND SURVEYOR
RCP	REINFORCED CONCRETE PIPE
R/W	RIGHT-OF-WAY
R/C	ROD AND CAP
(S)	SANITARY MANHOLE
SV	SANITARY VALVE
SEC	SECTION
	PROPERTY CORNER
	RIGHT-OF-WAY CONTROL
	SIGN
S	SOUTH
	SPIGOT
	SPRINKLER VALVE
S.L.C.	ST. LUCIE COUNTY
STA	STATION
(D)	STORMWATER DRAINAGE MANHOLE
	STREET SIGN
TELE RISER	TELEPHONE RISER BOX
TOE	TOE OF SLOPE
TOB	TOP OF BANK/BERM
T.O.N.	TOP OF NUT
X 0.0	TOPOGRAPHIC DATA (SOFT SURFACE)
X 0.00	TOPOGRAPHIC DATA (HARD SURFACE)
TWNSHP	TOWNSHIP
(T)	TRAFFIC HANDHOLD
TSCB	TRAFFIC SIGNAL CONTROL BOX
TYP	TYPICAL
UNK	UNKNOWN
UNK HH	UNKNOWN HANDHOLD
RISER BOX	UNKNOWN RISER BOX
(U)	UNKNOWN TYPE MANHOLE
WM	WATER METER
[W]	WATER SERVICE METER (WM)
WV	WATER VALVE (WV)
W	WEST
WF	WOOD FENCE
	WOOD POLE STREET LIGHT
	WOOD POWER POLE

LEGAL DESCRIPTION SOURCE (ORB 4723, PG. 2287):

LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 2; LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 3 AND THAT PART OF VACATED ENGLAR AVENUE ADJACENT THERETO, REGINA PALMS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 82, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 9.574 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (AS SURVEYED):

A PARCEL OF LAND LYING IN BLOCKS 2 AND 3, REGINA PALMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 82 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 2; THENCE SOUTH 00°12'07" EAST ALONG THE EAST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF REGINA DRIVE (A 60.00 FOOT RIGHT-OF-WAY) , A DISTANCE OF 611.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POINSETTIA AVENUE (A 40.00 FOOT RIGHT-OF-WAY)(AS LAID OUT AND IN SUE); THENCE SOUTH 89°37'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 650.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (A 60.00 FOOT CANAL RIGHT-OF-WAY); THENCE NORTH 00°12'07" WEST ALONG THE WEST LINE OF SAID BLOCKS 2 AND 3, A DISTANCE OF 616.15 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WEATHERBEE BOULEVARD (A 90.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 89°59'58" EAST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.163 ACRES, MORE OR LESS.

SURVEYORS NOTES AND REPORT:

1. REPRODUCTIONS OF THIS MAP ARE NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. THIS SURVEY CANNOT BE TRANSFERRED OR ASSIGNED WITHOUT THE SPECIFIC WRITTEN PERMISSION OF ENGINEERING, DESIGN AND CONSTRUCTION, INC. IT IS A VIOLATION OF CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, TO ALTER THIS SURVEY WITHOUT THE EXPRESS PRIOR WRITTEN CONSENT OF THE SURVEYOR. ADDITIONS AND/OR DELETIONS MADE TO THE FACE OF THIS SURVEY WILL MAKE THIS SURVEY INVALID.
2. THE LAST DATE OF FIELD WORK WAS JUNE 16TH, 2021.
3. CURRENT DESCRIPTION(S) SHOWN HEREON PROVIDED BY: THE CLIENT. A TITLE SEARCH FOR THIS PROPERTY HAS NOT BEEN ABSTRACTED TO SHOW MATTERS OF RECORD SUCH AS EASEMENTS OR OTHER ENCUMBRANCES OR RESTRICTIONS.
4. PARCELS CONTAIN A TOTAL OF 9.163 ACRES, MORE OR LESS.
5. THE EXPECTED USE OF THE LAND, AS CLASSIFIED IN CHAPTER 5J-17.050-053, FLORIDA ADMINISTRATIVE CODE, IS "RESIDENTIAL/MEDIUM DENSITY." THE MINIMUM RELATIVE DISTANCE ACCURACY FOR THIS TYPE OF BOUNDARY SURVEY IS 1 FOOT IN 10,000 FEET. THIS SURVEY EXCEEDS THE REQUIRED DISTANCE ACCURACY.
6. THIS BOUNDARY SURVEY HAS BEEN REFERENCED TO THE FLORIDA STATE PLANE COORDINATE SYSTEM-EAST ZONE, NAD 83 (1990).
7. SUB-SURFACE IMPROVEMENTS INCLUDING UNDERGROUND UTILITIES, UTILITY SERVICES, WERE NOT LOCATED AS PART OF THIS SURVEY.
8. REVISIONS SHOWN HEREON DO NOT REPRESENT A "FIELD SURVEY UPDATE" UNLESS OTHERWISE NOTED.
9. BEARINGS SHOWN HERON ARE BASED UPON THE NORTH LINE OF SECTION 3, TOWNSHIP 36 SOUTH, RANGE 40 EAST, ST. LUCIE COUNTY, FLORIDA PER THE LINE LABELED HERON AS (BEARING BASIS) AND ALL OTHER BEARINGS ARE RELATIVE THERETO. DISTANCES ARE IN U.S. SURVEY FEET AND DECIMAL PARTS THEREOF.
10. ELEVATIONS SHOWN HEREON ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) AND ARE BASED ON NATIONAL GEODETIC SURVEY CONTROL MONUMENTS DESIGNATED "Y 403" AND "Z 403", HAVING PUBLISHED ELEVATIONS OF 13.45 FEET AND 14.98 FEET.
11. THIS SITE WAS SURVEYED UTILIZING TRIMBLE/SPRECTRA HARDWARE TOGETHER WITH SPECTRA SURVEY PRO REALTIME PROCESSING AND WAS BASED ON TRIMBLES "VRS NOW" NETWORK AND/OR THE FLORIDA PERMANENT REFERENCE NETWORK (FPRN). THE PROCEDURES AND NETWORK DESIGN MEETS THE GEODETIC ACCURACY STANDARDS AND SPECIFICATIONS FOR USING GPS RELATED POSITIONING AS SET FORTH BY THE FEDERAL GEODETIC CONTROL COMMITTEE IN THE MOST CURRENT PUBLICATION FOR 3RD ORDER CLASS ONE FOR HORIZONTAL CONTROL SURVEYS.
12. IN SOME INSTANCES, GRAPHIC REPRESENTATIONS AND SYMBOLS SHOWN HAVE BEEN EXAGGERATED TO MORE CLEARLY ILLUSTRATE THE RELATIONSHIP BETWEEN PHYSICAL IMPROVEMENTS AND/OR LOT LINES. THE DIMENSIONS SHOWN SHALL CONTROL THE LOCATION, OF THE IMPROVEMENTS, OVER THE SCALED POSITIONS.
13. THE OWNERSHIP OF PERIMETER FENCES, WALLS, HEDGES AND LANDSCAPING, IF ANY, SHOWN HEREON ARE NOT KNOWN AND ARE NOT LISTED AS ENCROACHMENTS. THEIR RELATIVE LOCATION IS SHOWN IN RELATION TO THE BOUNDARY LINES SHOWN.
14. THE SURVEY MAP SHOWN HEREON DOES NOT NECESSARILY CONTAIN ALL OF THE INFORMATION OBTAINED OR DEVELOPED BY THE UNDERSIGNED SURVEYOR IN HIS FIELD WORK, OFFICE WORK OR RESEARCH.
15. THE PROPERTY WHICH IS THE SUBJECT OF THIS SURVEY APPEARS TO BE SITUATE IN AN AREA OF MINIMAL FLOOD HAZARD AT THIS TIME PURSUANT TO F.E.M.A. FIRM NUMBER 12111C0189K, HAVING AN EFFECTIVE DATE OF FEBRUARY 19, 2020. FOR APPROXIMATE DELINEATION OF THE FLOOD ZONE LIMITS, REFER TO AFOREMENTIONED FIRM PANELS.

MICHAEL T. OWEN PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA REGISTRATION #5556

SIGNATURE DATE:

ENGINEERS SURVEYORS ENVIRONMENTAL
10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455
www.edc-inc.com
F.B.P.E. CERTIFICATE OF AUTHORIZATION 9935
L.B. CERTIFICATE OF AUTHORIZATION 8098

DRAWN BY	AV
CHECKED BY	MTO
FIELD CREW	JW
FILENAME	21-293_Weatherbee REV.dwg
LAYOUT	36"X24"
SCALE	1"=50'
DATE	June 16th, 2021

DATE	REVISION COMMENTS
04/22/2022	ADD LEGAL DESCRIPTION BY SURVEYOR - AV

BOUNDARY SURVEY WITH TOPOGRAPHY

FOR: BALLARENA CONSTRUCTION

RECORD INFORMATION
SEC. 3 & 34, TWNSHP. 36 SOUTH, RGE. 40 EAST
ST. LUCIE COUNTY, FLORIDA

10250 VILLAGE PARKWAY
UNIT 201
PORT ST. LUCIE, FL 34987
☎ 772-462-2455

21-293

1 OF 1

Z:\EDC-2021\21-293 - Ballarena - 4701 Regina Drive FP\SURVEY\Dwg - PDF\Survey\21-293_Weatherbee REV.dwg, 4/22/2022 11:01 AM
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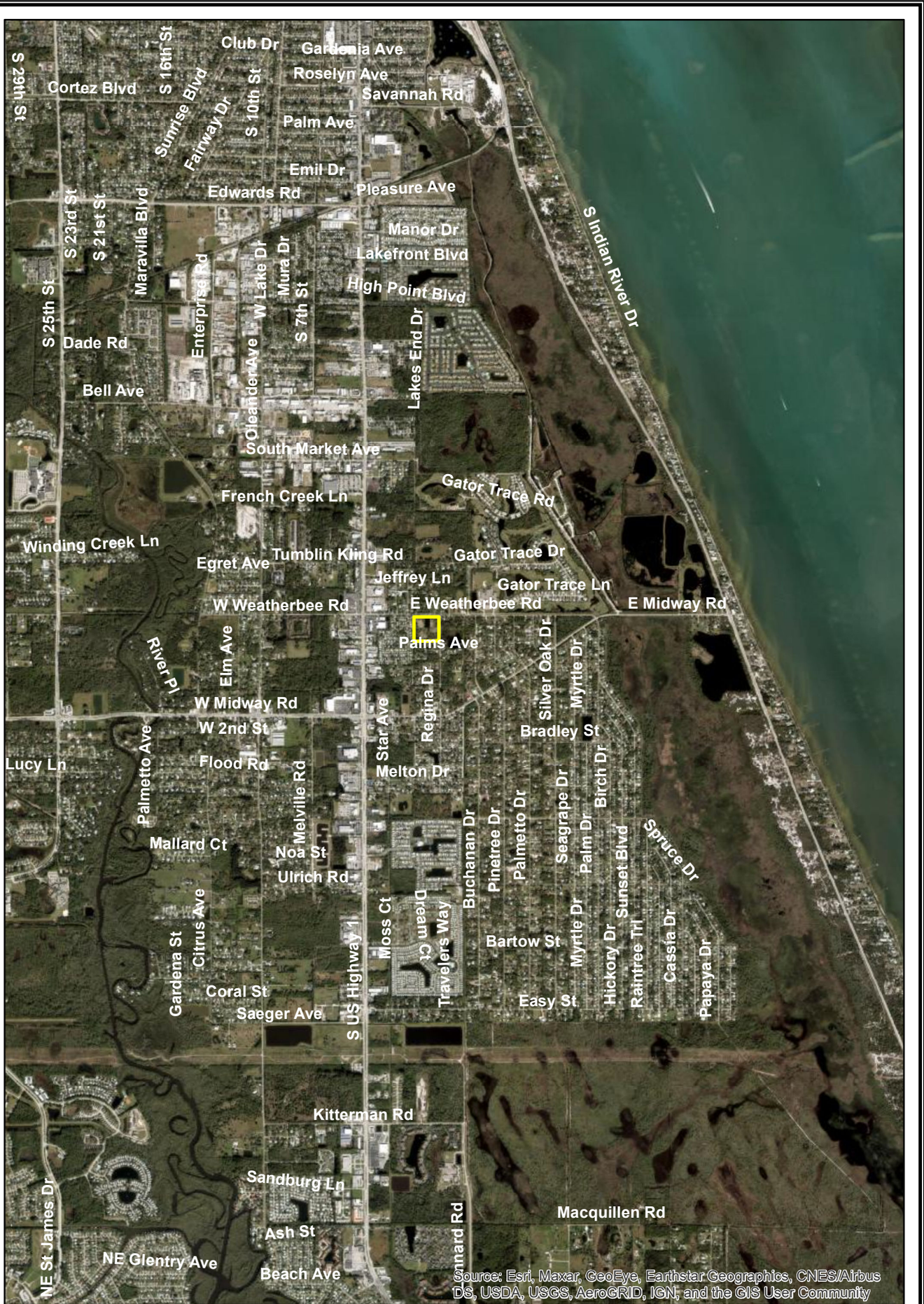

N

407 Weatherbee Location Map

0 0.5 1 2 Miles

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

Michelle Franklin, CFA -- Saint Lucie County Property Appraiser -- All rights reserved.

Property Identification

Site Address: 4601 REGINA DR
Sec/Town/Range: 03/36S/40E
Parcel ID: 3403-501-0025-000-5
Jurisdiction: Fort Pierce

Use Type: 0000
Account #: 38819
Map ID: 34/03N
Zoning: Medium Den

Ownership

Treasure Townhomes LLC

4750 W Commercial BLVD
Tamarac, FL 33319



Legal Description

REGINA PALMS S/D BLK 2 LOTS 1 TO 26 INC AND BLK 3 LOTS 1 TO 26 INC AND VAC ENGLAR AV-LESS RD R/W

Current Values

Just/Market Value:	$804,300
Assessed Value:	$804,300
Exemptions:	$0
Taxable Value:	$804,300

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
Land Size (SF):	392,152

Building Design Wind Speed

Occupancy Category	I	II	III
Speed	140	160	170

Sources/links:

Sale History

Date	Book/Page	Sale Code	Deed	Grantor	Price
Nov 11, 2021	4723 / 2287	0002	SPWD	Joho Properties LLC	$1,200,000
Oct 25, 2013	3579 / 1695	0202	TRUST	JDW Equity Holding LLC	$77,000
Jan 11, 2010	3162 / 1571	0111	QC	Wuhrman Jerald L	$100
Mar 28, 2008	2955 / 0878	XX03	TRUST	JW/DW Family Trust	$100
Dec 23, 2004	2122 / 2355	XX02	QC	Wuhrman Jerald L	$100
Jul 16, 2004	2036 / 0582	XX02	WD	Leonard Nellie B	$340,000
Jan 7, 1993	0823 / 2367	XX02	WD	American	$75,000
Oct 26, 1990	0732 / 2254	XX02	QC	TRIPLE A MANAGEMENT ASSOC	$218,300
Mar 1, 1986	0494 / 1167	XX02	CV		$381,000
Jun 1, 1984	0434 / 1936	XX02	CV		$189,900
Sep 1, 1981	0363 / 2016	XX02	CV		$122,500

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:	$804,300
Just/Market:	$804,300
Ag Credit:	$0
Save Our Homes or 10% Cap:	$0
Assessed:	$804,300
Exemption(s):	$0
Taxable:	$804,300

Current Year Exemption Value Breakdown

Current Year Special Assessment Breakdown

Start Year	AssessCode	Units	Description	Amount
2010	0041	15.3	Fort Pierce Stormwater Charge	$1,055.70
Start Year	AssessCode	Units	Description	Amount
2013	0054	9.00257	North St. Lucie Water Management District	$216.06

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	$804,300	$804,300	$0	$804,300
2022	$773,400	$773,400	$0	$773,400
2021	$197,100	$118,871	$0	$118,871

Permits

Number	Issue Date	Description	Amount	Fee
C0905-0147	May 14, 2009	Electric	$0	$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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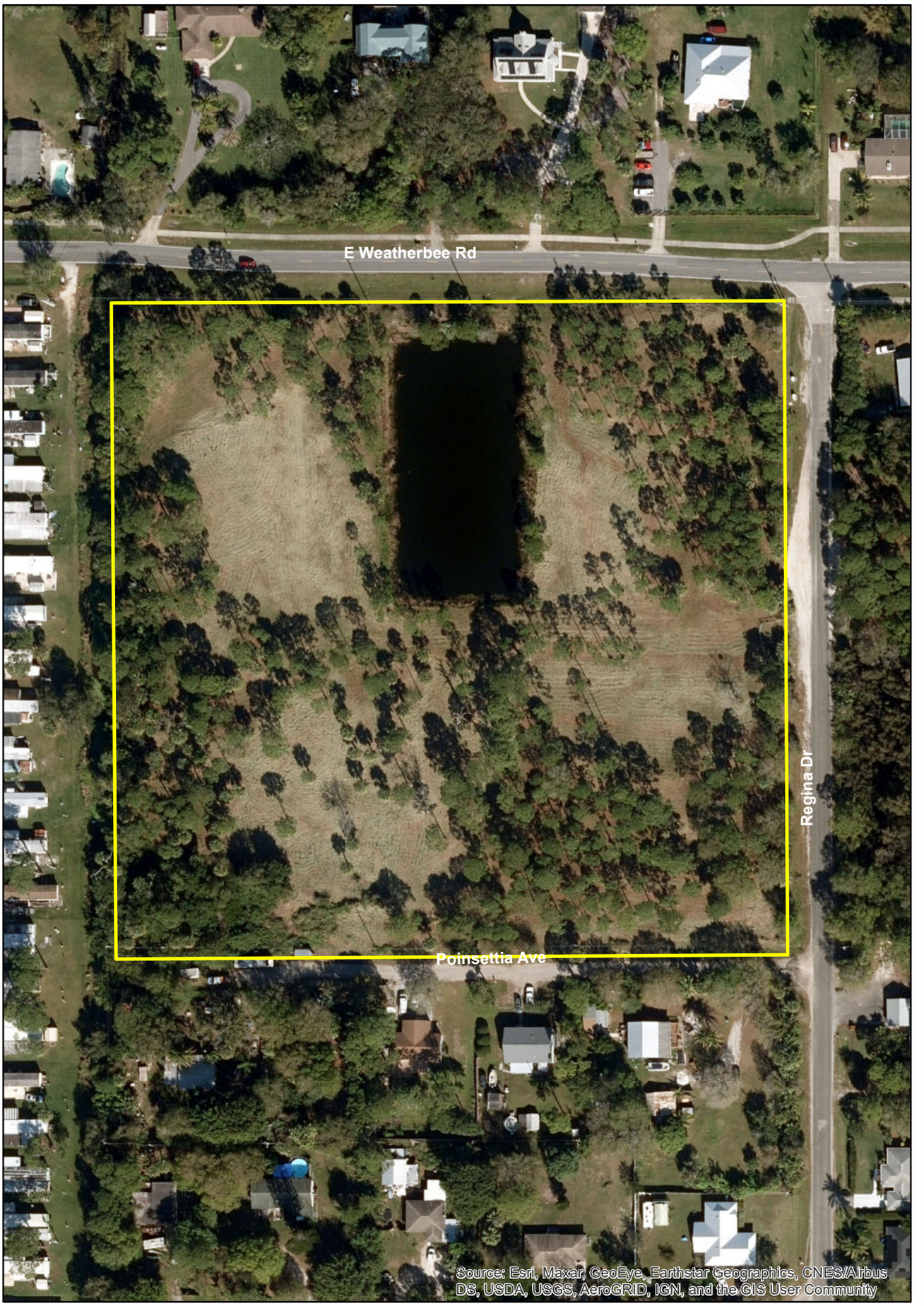

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407 Weatherbee
Aerial Map

0 0.0225 0.045 0.09 Miles

Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

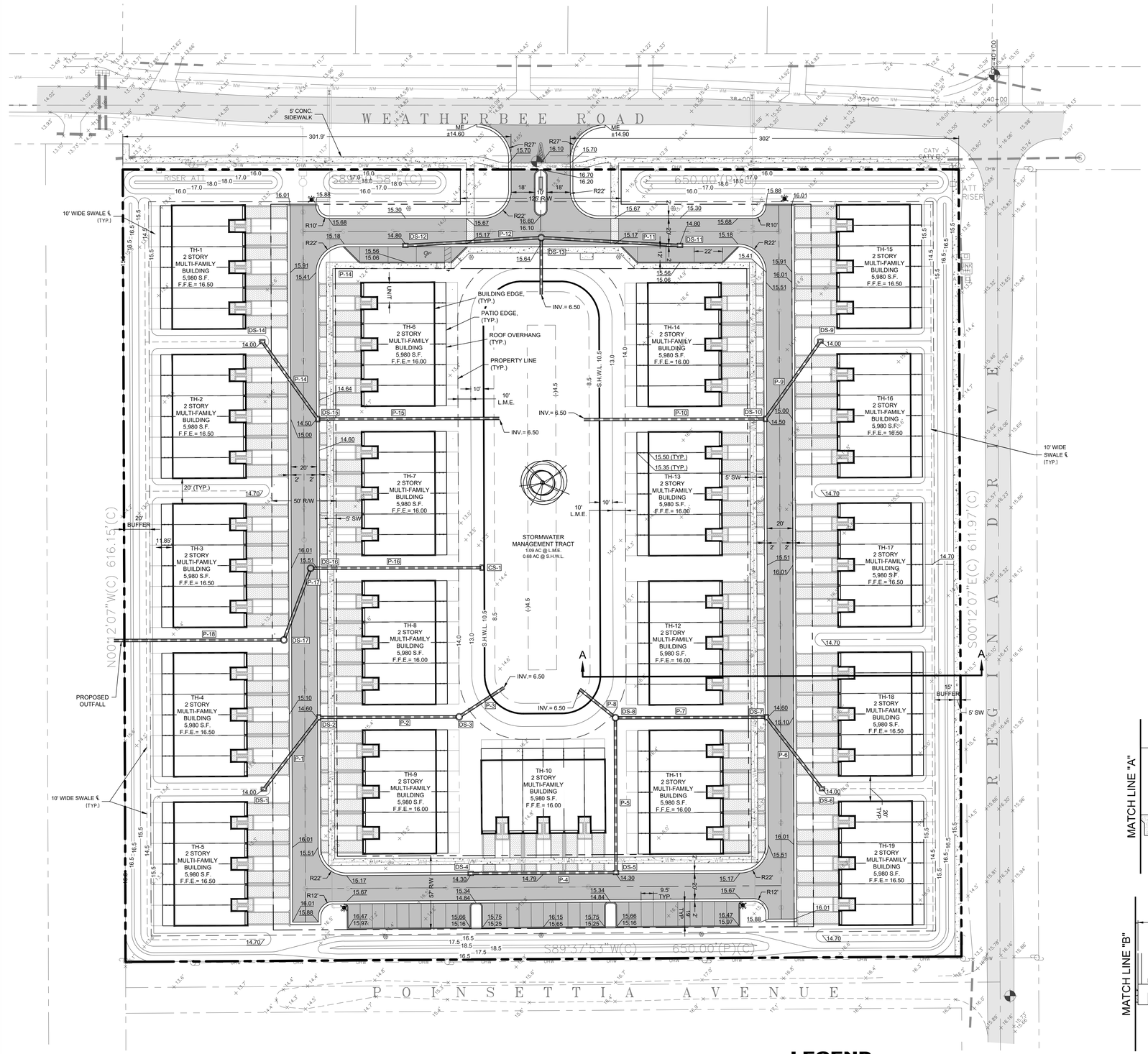


N

407 Weatherbee Neighborhood Map

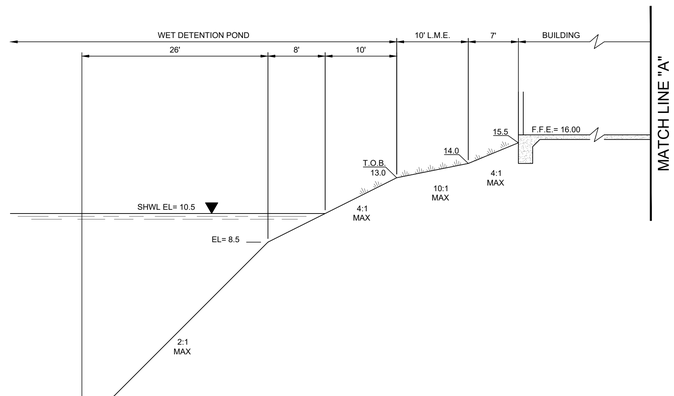
0 0.15 0.3 0.6 Miles

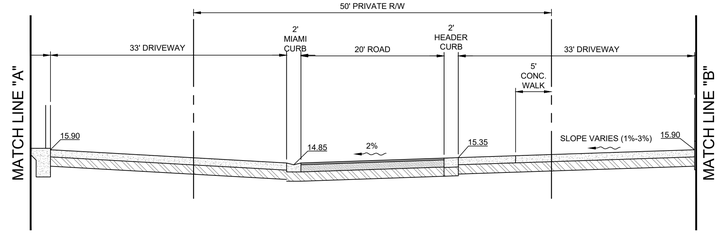
Cotleur & Hearing
1934 Commerce Lane · Suite 1 · Jupiter, FL · 33458
561.747.6336 · 561.747.1377

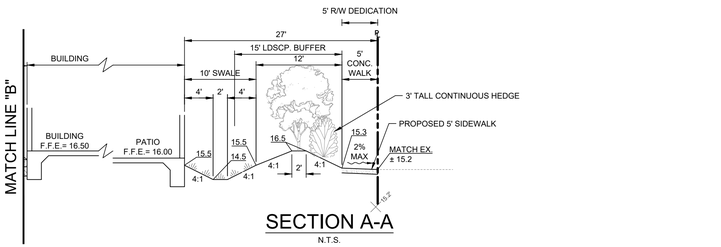


DRAINAGE STRUCTURE SCHEDULE		
STRUCTURE NUMBER	RIM ELEV.	DESCRIPTION
DS- 1	14.00	TYPE "C" INLET
DS- 2	14.60	MIAMI CURB INLET
DS- 3	14.50	4' DIA. DRAINAGE MANHOLE
DS- 4	14.30	MIAMI CURB INLET
DS- 5	14.30	MIAMI CURB INLET
DS- 6	14.00	TYPE "C" INLET
DS- 7	14.60	MIAMI CURB INLET
DS- 8	14.50	4' DIA. DRAINAGE MANHOLE
DS- 9	14.00	TYPE "C" INLET
DS- 10	14.50	MIAMI CURB INLET
DS- 11	14.80	MIAMI CURB INLET
DS- 12	14.80	MIAMI CURB INLET
DS- 13	15.70	4' DIA. DRAINAGE MANHOLE
DS- 14	14.00	TYPE "C" INLET
DS- 15	14.50	MIAMI CURB INLET
DS- 16	15.60	4' DIA. DRAINAGE MANHOLE
DS- 17	14.50	4' DIA. DRAINAGE MANHOLE
CS-1	14.00	MODIFIED TYPE 'C' INLET

DRAINAGE PIPE SCHEDULE			
PIPE NUMBER	SIZE	LENGTH	DESCRIPTION
P- 1	24"	68 LF	ADS N-12 HP
P- 2	24"	106 LF	ADS N-12 HP
P- 3	24"	40 LF	ADS N-12 HP
P- 4	24"	110 LF	ADS N-12 HP
P- 5	24"	118 LF	ADS N-12 HP
P- 6	24"	68 LF	ADS N-12 HP
P- 7	24"	115 LF	ADS N-12 HP
P- 8	24"	34 LF	ADS N-12 HP
P- 9	24"	72 LF	ADS N-12 HP
P-10	24"	140 LF	ADS N-12 HP
P-11	24"	105 LF	ADS N-12 HP
P-12	24"	105 LF	ADS N-12 HP
P-13	24"	42 LF	ADS N-12 HP
P-14	24"	72 LF	ADS N-12 HP
P-15	24"	140 LF	ADS N-12 HP
P-16	24"	131 LF	ADS N-12 HP
P-17	24"	89 LF	ADS N-12 HP
P-18	24"	130 LF	ADS N-12 HP







SECTION A-A
N.T.S.

PRELIMINARY PAVING, GRADING AND DRAINAGE PLAN

SCALE: 1" = 40'

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND

- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS OR STAMPED CONCRETE
- PROPOSED STABILIZED
- PROPOSED SWALE CENTERLINE
- SITE BOUNDARY
- L.M.E. LAKE MAINTENANCE EASEMENT
- S.H.W.L. SEASONAL HIGH WATER LINE
- PROPOSED DRAINAGE MANHOLE
- PROPOSED DRAINAGE INLET
- EXISTING GRADE
- PROPOSED GRADE

72 HOURS BEFORE DIGGING CALL TOLL FREE 811 Know what's below. Call before you dig.

O:\DRAWINGS\2023\24-0179 407 Weatherbee Rd Multi-Family Development\4. Drawings\24-0179 PIQD PLAN.dwg 7/16/2024

REVISIONS	DATE
8 –	–
7 –	–
6 –	–
5 –	–
4 –	–
3 –	–
2 –	–
1 –	–

JOB NO.	24-0179
DESIGNED	AGS
DRAWN	GWR
DATE	MAY 2024
CHECKED	AGS
DATE ISSUED	7/16/2024

MBV ENGINEERING, INC.
MOJA, BOWLES, VILAMIZAR & ASSOCIATES CONSULTING ENGINEERING CA #3728
1803 - 39TH STREET
VERO BEACH, FL 32960
PH: (772) 778-7378
FX: (772) 778-7417
MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9005

PRELIMINARY PAVING, GRADING AND DRAINAGE PLAN

407 WEATHERBEE ROAD
MULTI-FAMILY DEVELOPMENT

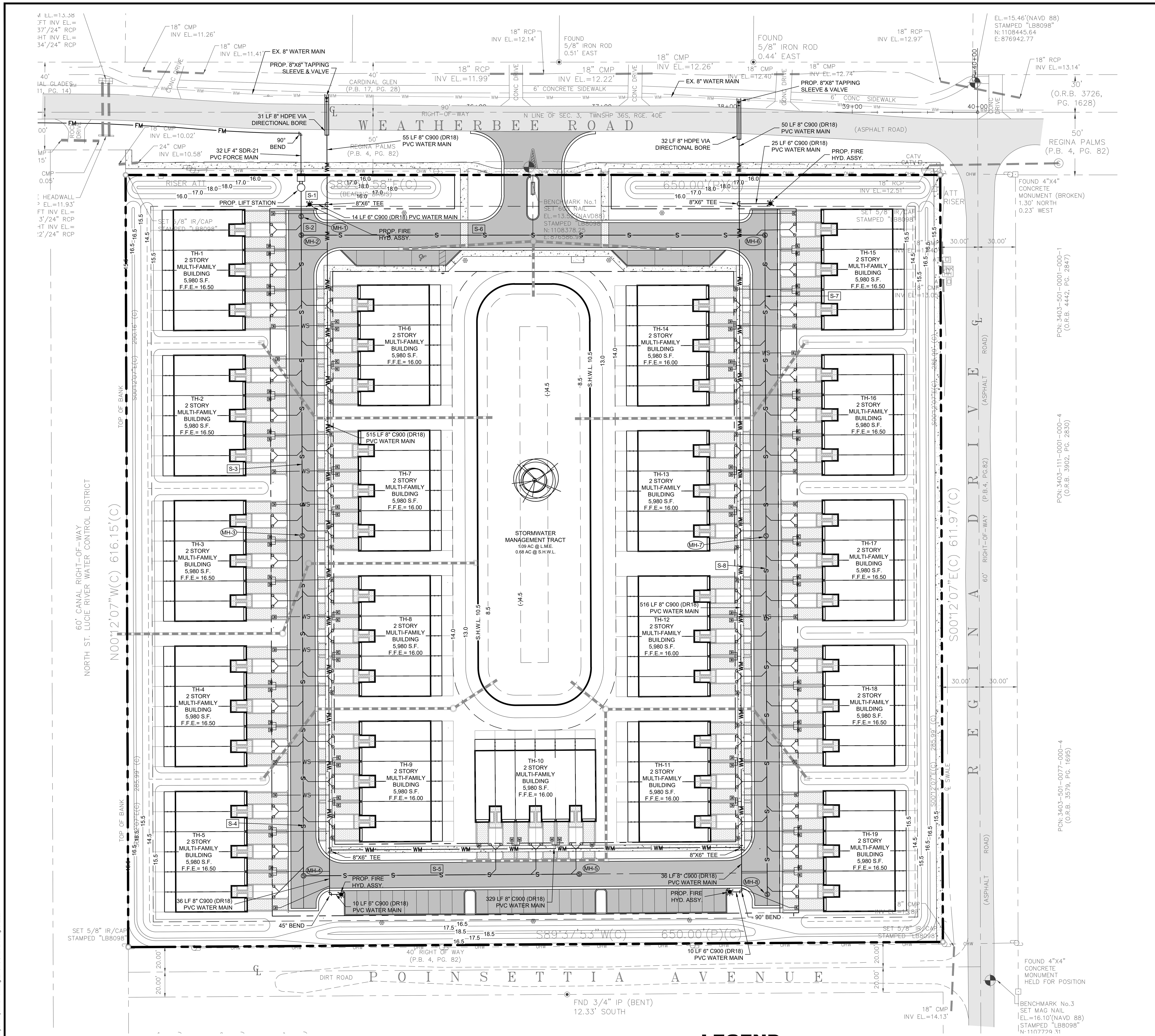
CITY OF FORT PIERCE FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460

SHEET
C1

24-0179



PRELIMINARY UTILITIES PLAN

SCALE: 1" = 40'

GRAPHIC SCALE

0 40 80

(IN FEET)

1 inch = 40 ft.

PRELIMINARY UTILITIES NOTES:

1. ALL WATER METERS AND CLEANOUTS FOR POTABLE WATER AND SANITARY SEWER SERVICES SHALL BE WITHIN THE ROAD RIGHT-OF-WAY AND NOT LOCATED WITHIN DRIVEWAYS.

FDEP SEPARATION CRITERIA:

(1) HORIZONTAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER, FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610,F.A.C.

(B)NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST THREE FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER.

(C) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST SIX FEET, AND PREFERABLY TEN FEET, BETWEEN THE OUTSIDE OF THE WATER MAIN AND THE OUTSIDE OF ANY EXISTING OR PROPOSED GRAVITY OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610,F.A.C. THE MINIMUM HORIZONTAL SEPARATION DISTANCE BETWEEN WATER MAINS AND GRAVITY TYPE SANITARY SEWERS SHALL BE REDUCED TO THREE FEET WHERE THE BOTTOM OF THE WATER MAIN IS LAID AT LEAST SIX INCHES ABOVE THE TOP OF THE SEWER.

(D) NEW OR RELOCATED, UNDERGROUND WATER MAINS SHALL BE LAID TO PROVIDE A HORIZONTAL DISTANCE OF AT LEAST TEN FEET BETWEEN THE OUTSIDE OF THE WATER MAIN AND ALL PARTS OF ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2),F.S., AND RULE 64E-6.002, F.A.C.

(2) VERTICAL SEPARATION BETWEEN UNDERGROUND WATER MAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, AND RECLAIMED WATER PIPELINES.

(A) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED GRAVITY OR VACUUM - TYPE SANITARY SEWER OR STORM SEWER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST SIX INCHES, AND PREFERABLY 12 INCHES, ABOVE OR AT LEAST 12 INCHES BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(B) NEW OR RELOCATED, UNDERGROUND WATER MAINS CROSSING ANY EXISTING OR PROPOSED PRESSURE-TYPE SANITARY SEWER, WASTEWATER OR STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER SHALL BE LAID SO THE OUTSIDE OF THE WATER MAIN IS AT LEAST 12 INCHES ABOVE OR BELOW THE OUTSIDE OF THE OTHER PIPELINE. HOWEVER, IT IS PREFERABLE TO LAY THE WATER MAIN ABOVE THE OTHER PIPELINE.

(C) AT THE UTILITY CROSSINGS DESCRIBED IN PARAGRAPHS (A) AND (B) ABOVE, ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED ABOVE OR BELOW THE OTHER PIPELINE SO THE WATER MAIN JOINTS WILL BE AS FAR AS POSSIBLE FROM THE OTHER PIPELINE. ALTERNATIVELY, AT SUCH CROSSINGS, THE PIPES SHALL BE ARRANGED SO THAT ALL THE WATER MAIN JOINTS ARE AT LEAST THREE FEET FROM ALL JOINTS IN VACUUM-TYPE SANITARY SEWERS, STORM SEWERS, STORM WATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C., AND AT LEAST SIX FEET FROM ALL JOINTS IN GRAVITY OR PRESSURE-TYPE SANITARY SEWERS, WASTEWATER FORCE MAINS, OR PIPELINES CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.

(3) SEPARATION BETWEEN WATER MAINS AND SANITARY OR STORM SEWER MANHOLES

(A) NO WATER MAIN SHALL PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A SANITARY SEWER MANHOLE.

(B)EFFECTIVE AUGUST 28, 2003, WATER MAINS SHALL NOT BE CONSTRUCTED OR ALTERED TO PASS THROUGH, OR COME INTO CONTACT WITH, ANY PART OF A STORM SEWER MANHOLE OR INLET STRUCTURE.

(4) SEPARATION BETWEEN FIRE HYDRANT DRAINS AND SANITARY OR STORM SEWERS, WASTEWATER OR STORM WATER FORCE MAINS, RECLAIMED WATER PIPELINES, AND ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEMS.

NEW OR RELOCATED FIRE HYDRANTS WITH UNDERGROUND DRAINS SHALL BE LOCATED SO THAT THE DRAINS ARE AT LEAST THREE FEET FROM ANY EXISTING OR PROPOSED STORM SEWER, STORM WATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C; AT LEAST THREE FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED VACUUM-TYPE SANITARY SEWER; AT LEAST SIX FEET, AND PREFERABLY TEN FEET, FROM ANY EXISTING OR PROPOSED GRAVITY-OR PRESSURE-TYPE SANITARY SEWER, WASTEWATER FORCE MAIN, OR PIPELINE CONVEYING RECLAIMED WATER NOT REGULATED UNDER PART III OF CHAPTER 62-610, F.A.C.; AND AT LEAST TEN FEET FROM ANY EXISTING OR PROPOSED "ON-SITE SEWAGE TREATMENT AND DISPOSAL SYSTEM" AS DEFINED IN SECTION 381.0065(2), F.S., AND RULE 64E-6.002, F.A.C.

SANITARY SEWER MANHOLE SCHEDULE

STRUCTURE NUMBER	RIM ELEV.	INVERT ELEVATION NORTH	SOUTH	EAST	WEST	DESCRIPTION
LIFT STATION			7.70			LIFT STATION
MH-1		7.80	7.90			4' SANITARY MANHOLE
MH- 2		7.96	8.72	8.06		4' SANITARY MANHOLE
MH- 3		9.68	9.78			4' SANITARY MANHOLE
MH- 4		10.87		10.97		4' SANITARY MANHOLE
MH- 5					11.85	4' SANITARY MANHOLE
MH- 6			9.64		9.54	4' SANITARY MANHOLE
MH- 7	15.50	10.70	10.60			4' SANITARY MANHOLE
MH- 8	15.85	11.85				4' SANITARY MANHOLE

SANITARY SEWER PIPE SCHEDULE

PIPE NUMBER	SIZE	LENGTH	DESCRIPTION
S- 1	8"	20 LF	SDR-21 PVC
S- 2	8"	15 LF	SDR-21 PVC
S- 3	8"	240 LF	SDR-21 PVC
S- 4	8"	272.00	SDR-21 PVC
S- 5	8"	220 LF	SDR-21 PVC
S- 6	8"	370 LF	SDR-21 PVC
S- 7	8"	240 LF	SDR-21 PVC
S- 8	8"	286 LF	SDR-21 PVC

NOTE: ALL SANITARY SEWER MAIN @ MIN. 0.4% SLOPE

LEGEND

- EXISTING ASPHALT
- PROPOSED ASPHALT
- PROPOSED CONCRETE
- PROPOSED PAVERS OR STAMPED CONCRETE
- WM — PROPOSED WATER MAIN
- WS — PROPOSED WATER SERVICE LINE
- S — PROPOSED SEWER MAIN
- SS — PROPOSED SEWER SERVICE LINE
- PROPOSED FIRE HYDRANT ASSEMBLY
- PROPOSED SINGLE WATER SERVICE
- PROPOSED DOUBLE WATER SERVICE
- PROPOSED MULTIPLE WATER SERVICE
- PROPOSED SINGLE SEWER SERVICE
- PROPOSED DOUBLE SEWER SERVICE
- MH-1 PROPOSED SEWER MANHOLE & LABEL (SEE TABLE THIS SHEET)
- S-1 PROPOSED SEWER PIPE LABEL (SEE TABLE THIS SHEET)

72 HOURS BEFORE DIGGING
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811
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O:\DRAWINGS\2024\24-0179 407 Weatherbee Rd Multi-Family Development\4 - Drawings\24-0179 UTIL PLAN.dwg 7/16/2024

8	
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△ REVISIONS	DATE

JOB NO.	24-0179
DESIGNED	AGS
DRAWN	GWR
DATE	MAY 2024
CHECKED	AGS
DATE ISSUED	7/16/2024

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MOIA BOWLES VILLAMIZAR & ASSOCIATES
CONSULTING ENGINEERING CA #3728
1835 - 20TH STREET
VERO BEACH, FL 32960
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MELBOURNE, FL - PH (321) 253-1510
FT. PIERCE, FL - PH (772) 468-9055

PRELIMINARY UTILITIES PLAN

407 WEATHERBEE ROAD
MULTI-FAMILY DEVELOPMENT

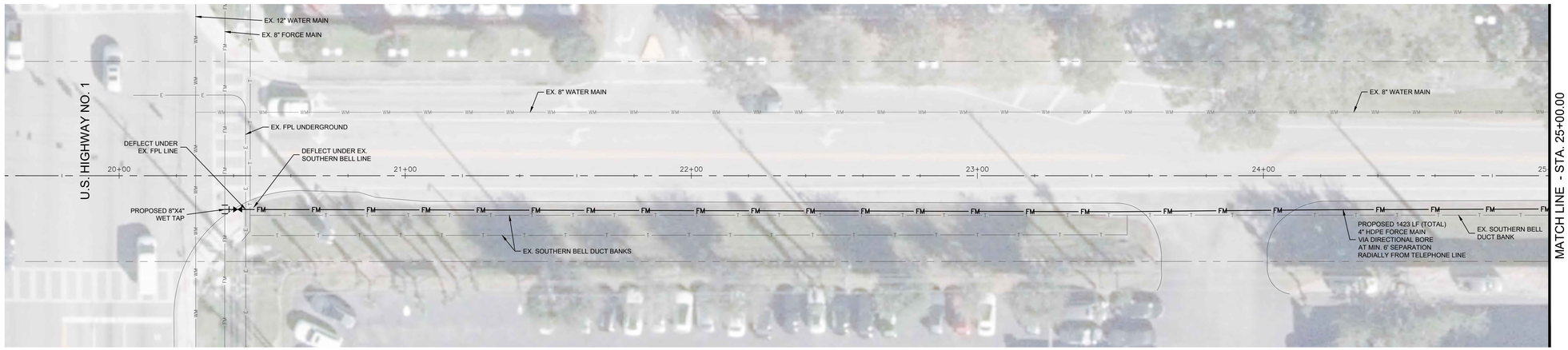
CITY OF FORT PIERCE FLORIDA

AARON G. STANTON LICENSE No. 72460 STATE OF FLORIDA PROFESSIONAL ENGINEER

AARON G. STANTON
FL. P.E. #72460

SHEET
C2

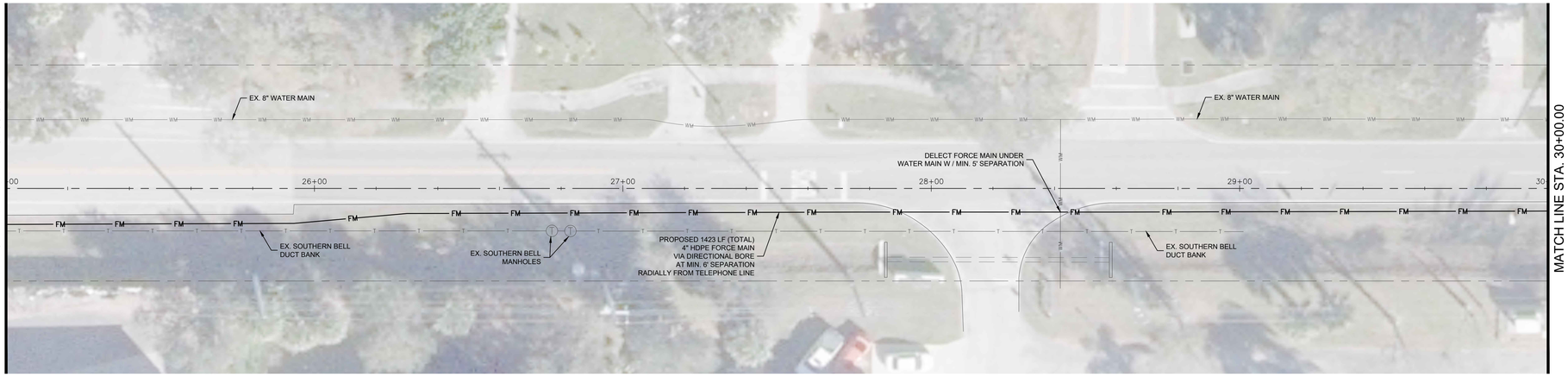
24-0179



PRELIMINARY OFFSITE FORCE MAIN PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.



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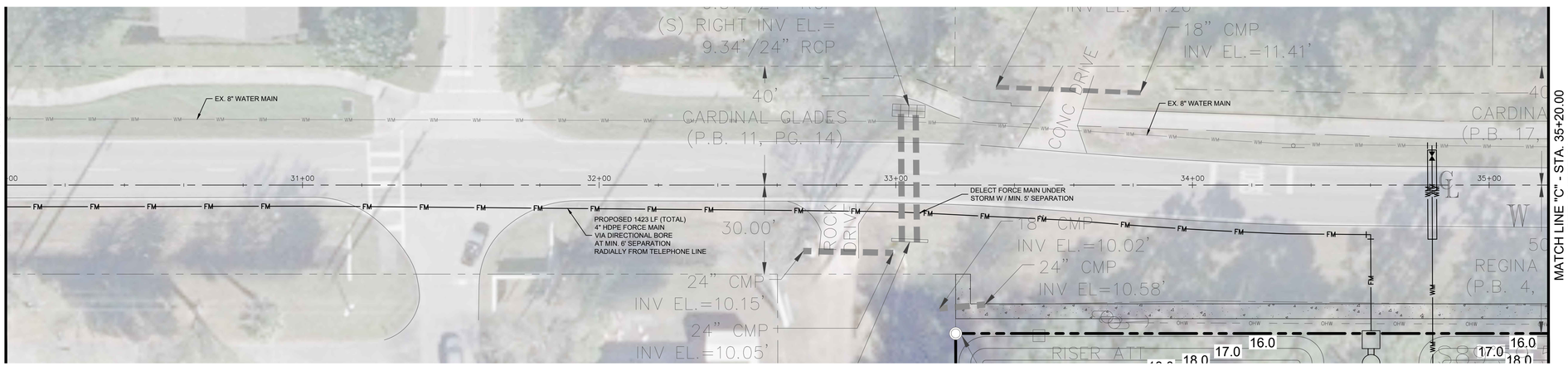
GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.



PRELIMINARY OFFSITE FORCE MAIN PLAN

SCALE: 1" = 20'

GRAPHIC SCALE
0 20 40
(IN FEET)
1 inch = 20 ft.

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REVISIONS	DATE
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6 -	-
5 -	-
4 -	-
3 -	-
2 -	-
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PRELIMINARY
OFFSITE FORCE MAIN PLAN

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AARON G. STANTON
FL. P.E. #72460

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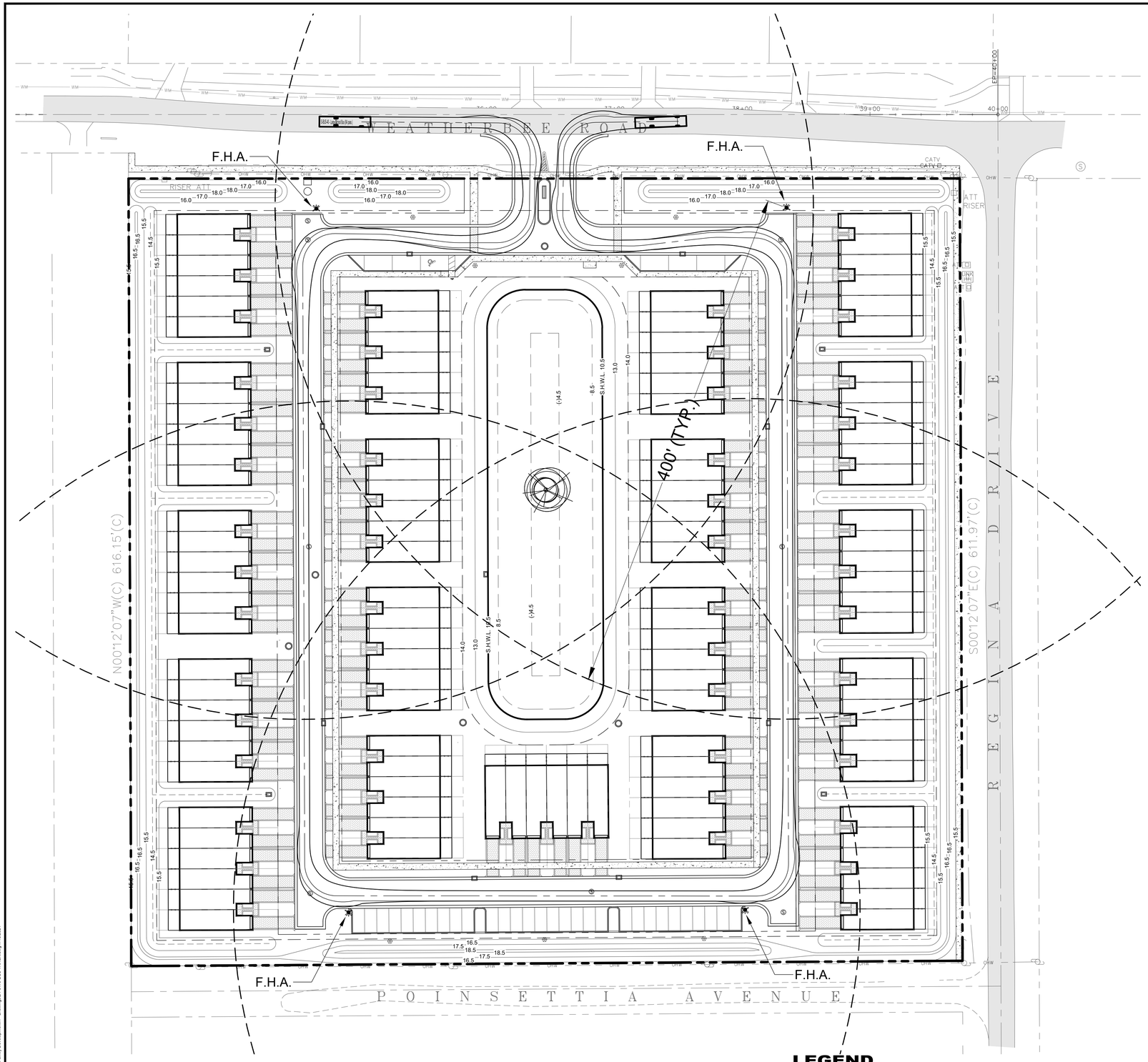
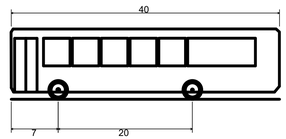
24-0179





S-BUS-40 - Large School Bus (84 pass.)	
Overall Length	40.000ft
Overall Width	8.000ft
Overall Body Height	10.500ft
Min Body Ground Clearance	1.070ft
Track Width	8.000ft
Lock-to-lock time	5.00s
Max Steering Angle (Virtual)	34.40°

PRELIMINARY FIRE PROTECTION PLAN

SCALE: 1" = 40'

GRAPHIC SCALE
0 40 80
(IN FEET)
1 inch = 40 ft.

LEGEND

EXISTING ASPHALT	PROPOSED STABILIZED		PROPOSED DRAINAGE MANHOLE
PROPOSED ASPHALT	PROPOSED SWALE CENTERLINE		PROPOSED DRAINAGE INLET
PROPOSED CONCRETE	SITE BOUNDARY		
PROPOSED PAVERS OR STAMPED CONCRETE	F.H.A.	FIRE HYDRANT ASSEMBLY	
	S.H.W.L.	SEASONAL HIGH WATER LINE	

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REVISIONS	DATE
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6 -	-
5 -	-
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PRELIMINARY FIRE PROTECTION PLAN

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MULTI-FAMILY DEVELOPMENT

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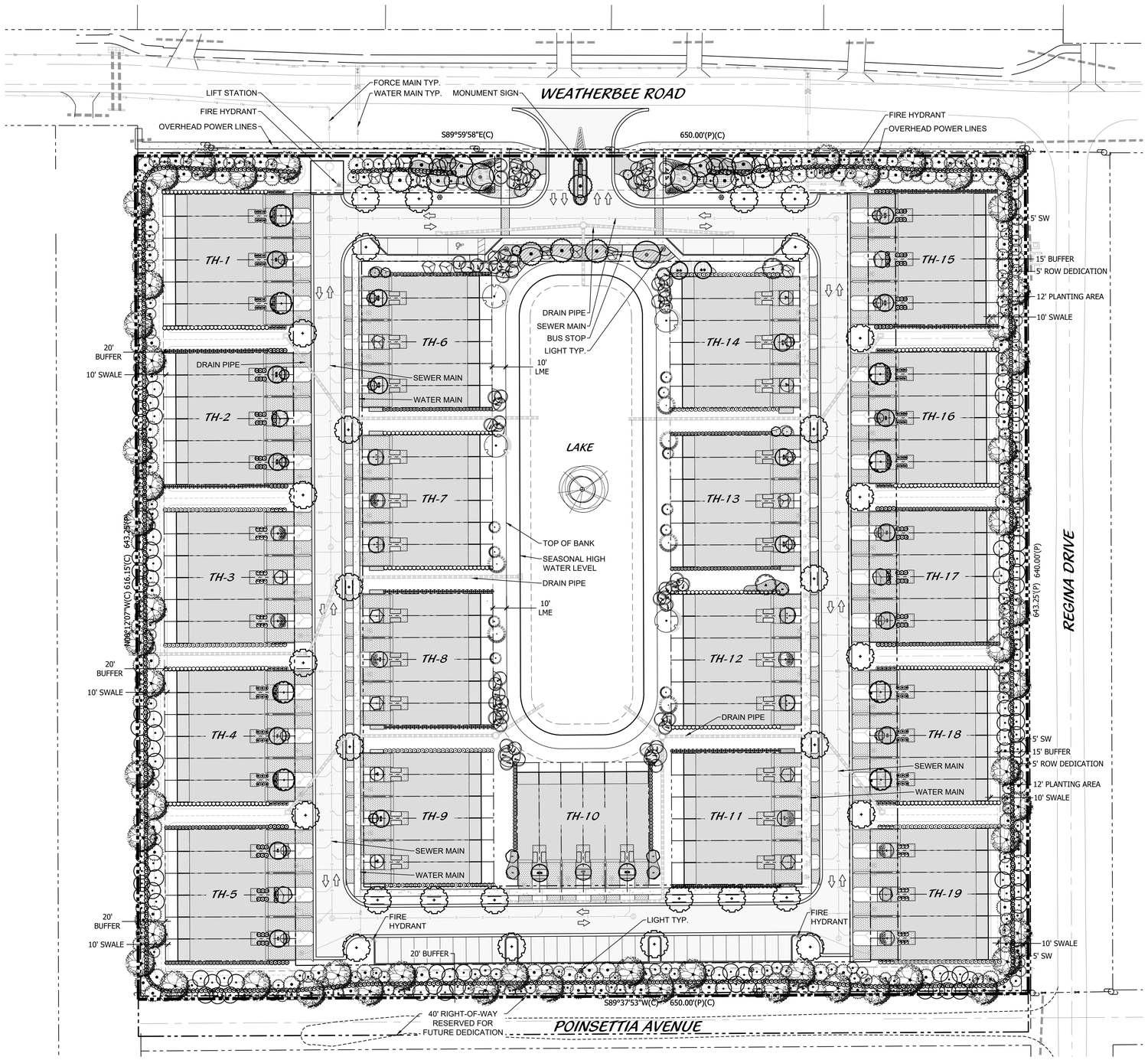
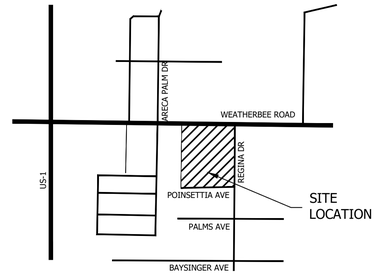


KEY MAP



LANDSCAPE DATA

VUA REQUIREMENTS:

1 SF OF INTERIOR LANDSCAPE / 15 SF OF VUA

REQUIRED: 3688 SF (55319/15)
PROVIDED: >3688 SF

1 TREE / 100 SF OF REQUIRED LANDSCAPE AREA

REQUIRED: 37 TREES (3688/100)
PROVIDED: 61 TREES

- 30 LIVE OAKS UPSIZED TO 3" DBH (COUNTING TOWARDS TREE MITIGATION
- 8 JAPANESE BLUEBERRIES
- 15 SABAL PALM CLUSTERS (3 PER CLUSTER OR TOTAL 45)
- 4 GREEN BUTTONWOODS
- 4 LIGUSTRUMS

BUFFER REQUIREMENTS:

10' WIDE LANDSCAPE STRIP AROUND PERIMETER
1 TREE / 300 SF OF REQUIRED LANDSCAPE

REQUIRED: 23,760 / 300 = 79
PROVIDED: 80 TREES + 363 MITIGATION TREES

- 57 LIVE OAKS UPSIZED TO 5" DBH (COUNTING TOWARDS TREE MITIGATION)
- 12 ROYAL PALMS
- 3 VERAWOOD TREES
- 8 SILVER BUTTONWOODS

- 85 CABBAGE PALMS (FOR MITIGATION*)
- 88 SLASH PINES AT 4" DBH (FOR MITIGATION*)
- 190 SLASH PINES AT 1.5" DBH (FOR MITIGATION*)

3' CONTINUOUS SCREEN
PROVIDED: 3' CONTINUOUS COCOPLUM HEDGE

LEGEND

HC	HANDICAP	HC SIGN	PARKING LIGHT
LB	LANDSCAPE BUFFER	STOP SIGN	
SB	SETBACK	DO NOT ENTER	BUILDING/ACCENT LIGHT
SW	SIDEWALK	PEDESTRIAN CROSSING	
TYP	TYPICAL		

OVERALL LANDSCAPE PLAN

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
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Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Fort Pierce, Florida

DESIGNED ACE
DRAWN ACE
APPROVED DTS
JOB NUMBER 24-0303
DATE 07-17-24
REVISIONS

SHEET 1 OF 5

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WEATHERBEE ROAD

LIFT STATION
FIRE HYDRANT TYP.
OVERHEAD POWER LINES
MONUMENT SIGN
SEWER MAIN TYP.
WATER MAIN TYP.
LIGHT TYP.
BUS STOP
12' PLANTING
20' BUFFER
10' SWALE
10' LME
DRAIN PIPE
SEWER MAIN
TOP OF BANK
SEASONAL HIGH WATER LEVEL
ROOT BARRIER TYP.
LAKE

MATCHLINE - SEE SHEET 4

MATCHLINE - SEE SHEET 3

LANDSCAPE PLAN

0' 10' 20' 40' 60' 80'

Scale: 1" = 20'-0"

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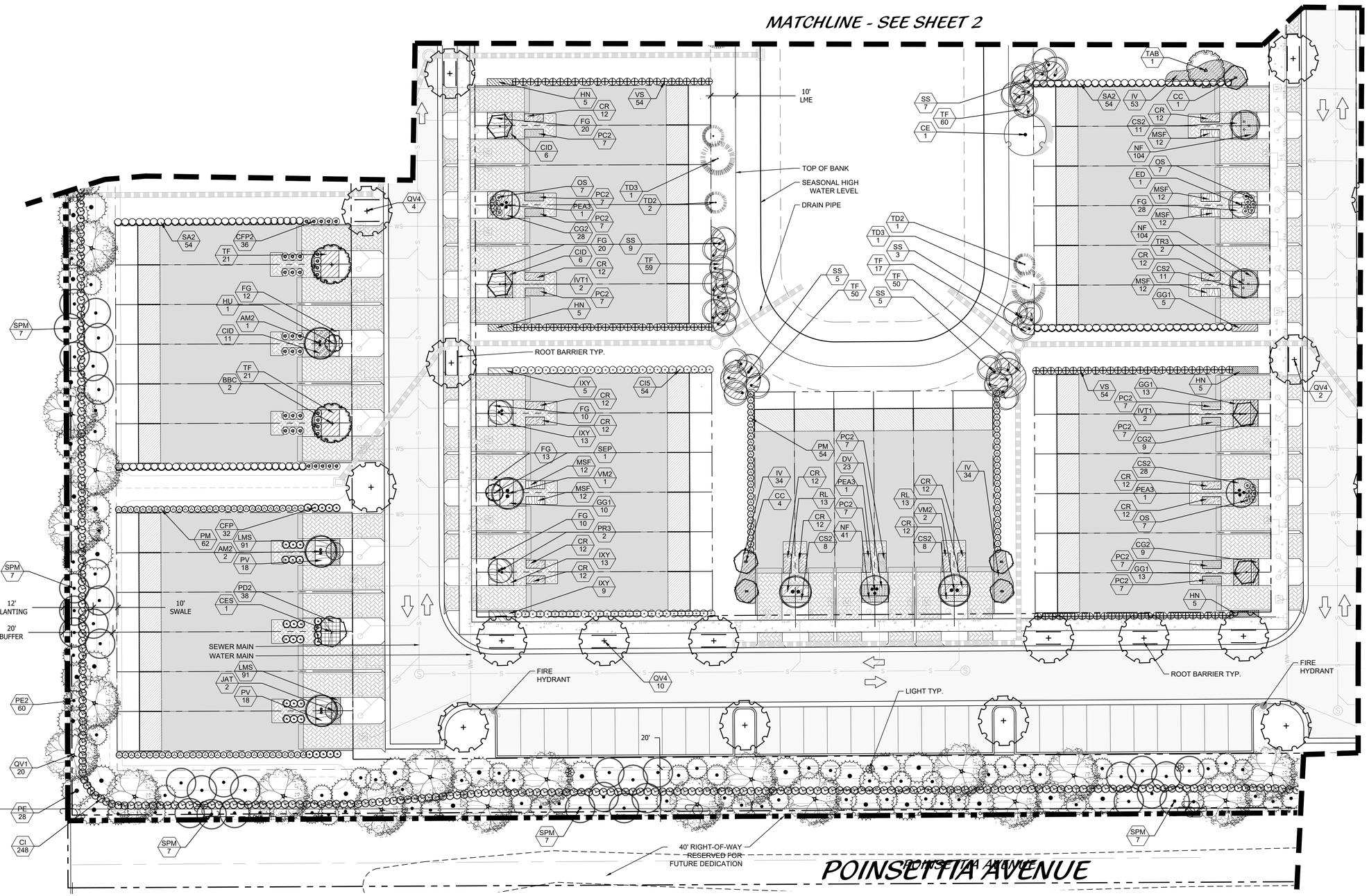

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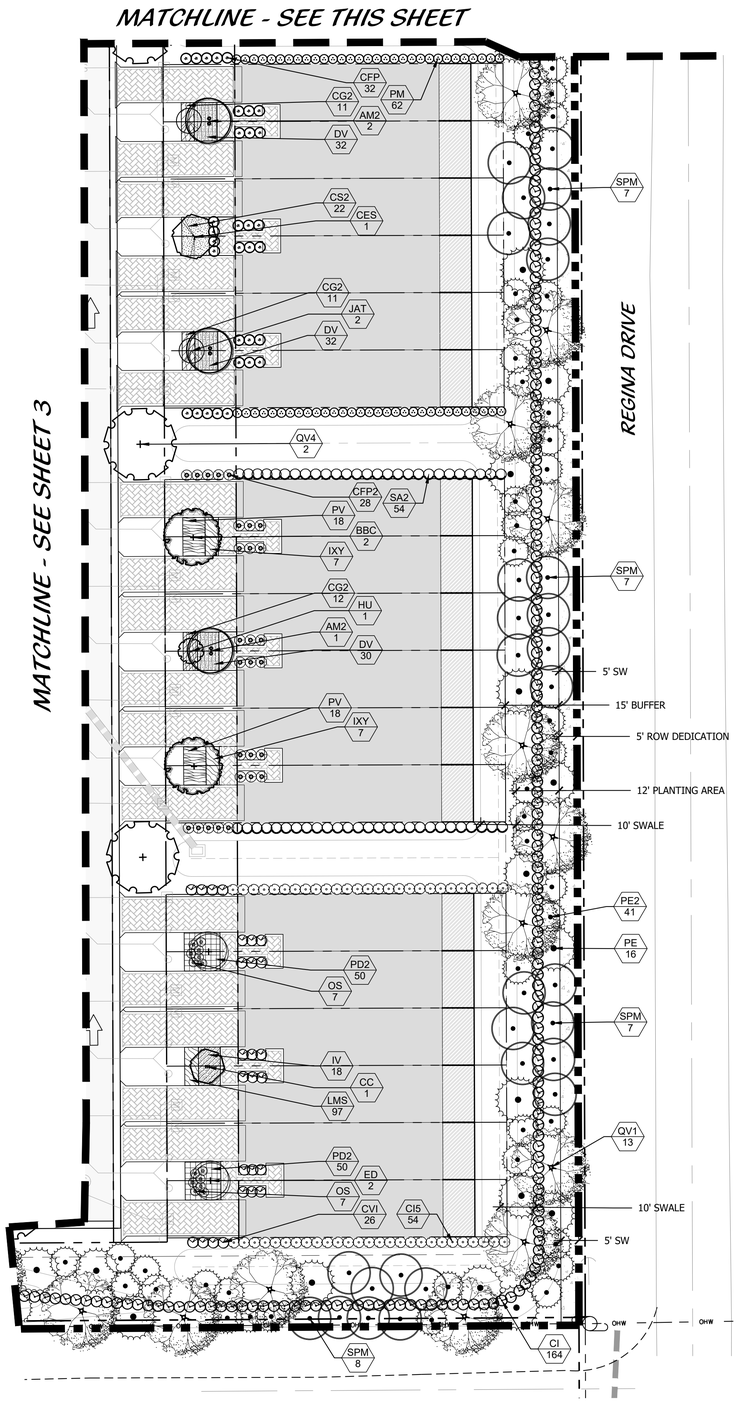

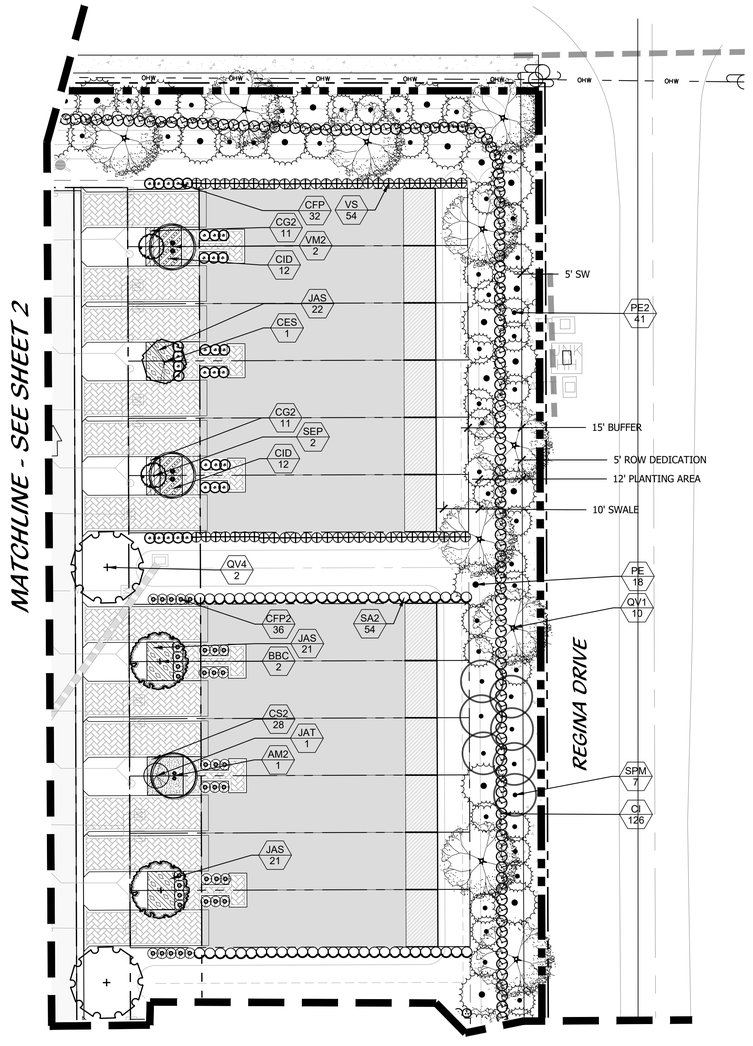

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Scale: 1" = 20'-0"

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LANDSCAPE NOTES

ALL PLANT MATERIAL SHALL BE FLORIDA NUMBER 1 OR BETTER AS DEFINED BY THE DIVISION OF PLANT INDUSTRY FLORIDA GRADES AND STANDARDS' LATEST EDITION.

ALL LANDSCAPE SHALL CONFORM TO THE REQUIREMENTS OF THE CITY OF FORT PIERCE LAND DEVELOPMENT REGULATIONS. THE CITY OF FORT PIERCE LANDSCAPE CODE (LDRs) SHALL GOVERN IN THE EVENT OF A CONFLICT.

VEGETATION REMOVAL PERMITS ARE REQUIRED PRIOR TO REMOVING, CLEARING OR STRIPPING ANY VEGETATION FROM THE PROPERTY.

AT THE TIME OF BUILDING PERMIT, THE APPLICANT SHALL EXECUTE HOLD HARMLESS AGREEMENTS WITH ALL APPLICABLE UTILITIES FOR LANDSCAPING WITHIN UTILITY EASEMENTS.

THE LANDSCAPE CONTRACTOR SHALL NOT MAKE ANY SUBSTITUTIONS AND/ OR CHANGES WITHOUT THE AUTHORIZATION OF THE CITY OF FORT PIERCE, THE OWNER AND THE LANDSCAPE ARCHITECT.

THE LANDSCAPE CONTRACTOR SHALL REVIEW THE PROJECT DRAINAGE AND UTILITY PLANS PRIOR TO CONSTRUCTION AND AVOID ALL CONFLICTS. THE LANDSCAPE CONTRACTOR SHALL VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.

THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS.

THE CONTRACTOR SHALL COORDINATE THE PLANTING AND TRIMMING OF STREET TREES TO ENSURE FULL VISIBILITY TO TRAFFIC CONTROL AND SAFETY SIGNAGE

TREES SHALL BE POSITIONED TO AVOID CONFLICTS WITH SIGNAGE AND SITE LIGHTING. LARGER TREES WILL BE PROVIDED AT INTERSECTIONS WHERE DEEMED NECESSARY.

ALL VEGETATION SHALL BE SELECTED AND POSITIONED SO THAT IT DOES NOT PRESENT OBSTRUCTIONS TO THE LINE OF SIGHT AT INTERSECTIONS PURSUANT TO SECTION 27-1262(a)(9)(c) OF THE CITY OF FORT PIERCE CODE.

ALL ABOVE GROUND UTILITIES I.E. TRANSFORMERS, SWITCH BOXES, AC CONDENSERS AND ALIKE SHALL BE FULLY SCREENED FROM VIEW ON THREE SIDES WITH LANDSCAPING. THE LANDSCAPING SHALL TO THE TALLEST POINT OF SAID EQUIPMENT AT TIME OF PLANTING.

ALL TREES SHALL BE LOCATED WITHIN A MULCH PLANTING BED WITH A MINIMUM OF TWO (2) FEET OF CLEARANCE TO THE EDGE OF THE BED.

SOD AND IRRIGATION SHALL BE INSTALLED IN ANY ADJACENT RIGHT OF WAY BETWEEN THE SIDEWALK AND THE CURB.

ALL SOD SHALL BE STENOTAPHRUM SECONDATUS FLORITAM-PALMETTO (ST. AUGUSTINE SOD).

TREES WITHIN PLANTING ISLANDS LESS THAN FIVE (5) FEET IN WIDTH SHALL BE LOCATED TO AVOID CONFLICTS WITH THE OVERHANG OF VEHICLES.

TYPE D RAISED CONCRETE CURBING SHALL BE PROVIDED AROUND ALL PLANTING ISLANDS WITHIN VEHICULAR USE AREAS.

TREES AT ENTRANCE WAYS AND WITHIN SIGHT TRIANGLES SHALL BE TRIMMED IN SUCH A FASHION TO MINIMIZE SITE VISIBILITY CONFLICTS. CLEAR VISIBILITY SHALL BE MAINTAINED BETWEEN 30 INCHES AND 7 FEET, TEN FOOT BY THIRTY FOOT SIGHT VISIBILITY TRIANGLES SHALL BE PROVIDED AT THE INTERSECTIONS WITH THE PUBLIC RIGHT OF WAY. IN ADDITION ALL LANDSCAPING SHALL CONFORM TO THE REQUIREMENTS OF FDOT INDEX 546.

EARTH BERMS SHALL NOT EXCEED A 3:1 SLOPE 4:1 SLOPES OR GREATER ARE PREFERABLE.

ALL TREES PLANTED UNDER OR ADJACENT TO FPL POWER LINES WILL COMPLY WITH THE FPL RIGHT TREE IN THE RIGHT PLACE GUIDELINES (REV 5/95)

PERIMETER TREES AT THE TIME OF PLANTING SHALL BE SPACED IN A WAY THAT COMPLEMENTS THE SPACING OF ANY EXISTING TREES ON ADJACENT DEVELOPED AREAS.

ALL LANDSCAPE ISLANDS AND BEDS SHALL BE FREE FROM SHELL ROCK AND CONSTRUCTION DEBRIS, EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN NATIVE SOILS AND FILLED WITH THE SPECIFIED BACKFILL MIXTURE.

ALL LANDSCAPE ISLANDS SHALL INCORPORATE THE INSTALLATION OF MOUNDING OF NATIVE SOILS A MINIMUM OF SIX INCHES (6") ABOVE THE TOP OF CURB.

19.5" 'BIO BARRIER' ROOT BARRIER SHALL BE PROVIDED FOR SHADE TREES PLANTED WITHIN SIX (6) FEET OF PUBLIC CURBS, SIDEWALKS OR PUBLIC RIGHT OF WAYS. ALL ROOT BARRIER SHALL BE INSTALLED IN ACCORDANCE WITH MANUFACTURERS RECOMMENDATIONS. THE TOTAL LENGTH OF THE ROOT BARRIERS SHALL BE 20' ADJACENT TO THE SIDEWALK AND 20' ADJACENT TO THE CURB.

ALL AREAS SHALL BE FULLY IRRIGATED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF FORT PIERCE. THE IRRIGATION WATER SOURCE SHALL BE WELL WATER FOR COMMON AREAS AND POTABLE WATER AROUND THE BUILDING FOUNDATION.

CATCH BASINS AND DRAINAGE SHALL NOT BE LOCATED WITH IN REQUIRED PERIMETER BUFFERS OR PRESERVE AREAS.

THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE 100% OVERLAP COVERAGE TO ALL LANDSCAPE AND SOD AREAS.

THE IRRIGATION SYSTEM SHALL BE EQUIPPED WITH A RAIN SENSOR/CUT OFF SWITCH IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS.

EXISTING TREES AND VEGETATION TO REMAIN SHALL BE STAKED AND BARRICADED PRIOR TO ANY LAND CLEARING. TREES TO BE RELOCATED SHALL BE ROOT PRUNED AND PROTECTED DURING CONSTRUCTION.

ALL TREES PROPOSED TO BE PRESERVED ON SITE SHALL BE PROTECTED IN ACCORDANCE WITH THE PROCEDURES OUTLINED IN DIVISION IV., VEGETATION REMOVAL REQUIREMENTS IN THE CITY OF FORT PIERCE CODE PRIOR TO THE ISSUANCE OF A C.O.

ANY AREA DESIGNATED WITH EXISTING VEGETATION TO REMAIN THAT IS DISTURBED DURING CONSTRUCTION WILL BE RESTORED WITH NATIVE PLANTINGS.

EXISTING TREES PRESERVED OR RELOCATED ON SITE SHALL BE PRUNED ACCORDING TO ANSI A300 STANDARDS OR BY AN ISA CERTIFIED ARBORIST.

ALL EXISTING LANDSCAPING AND TREES TO REMAIN SHALL BE BARRICADED WITH ORANGE CONSTRUCTION BARRICADE. THE BARRICADE SHALL BE INSTALLED AT THE DRIP LINE OF THE TREE/PALM OR AT THE EDGE OF THE SHRUB MASS. BARRICADES SHALL REMAIN IN PLACE THROUGHOUT THE DURATION OF CONSTRUCTION.

EXISTING, SUITABLE NATIVE VEGETATION LOCATED WITHIN THE PROPOSED DEVELOPMENT AREAS SHALL BE RELOCATED TO SUPPLEMENT THE LANDSCAPING. NATIVE VEGETATION SHALL BE RELOCATED BY TREE SPADE OR CRANE. PRIOR TO THE CLEARING OF THE SITE THE APPLICANT SHALL IDENTIFY ALL NATIVE VEGETATION TO BE RELOCATED.

RELOCATION METHODOLOGY: EXISTING NATIVE VEGETATION DETERMINED TO BE SUITABLE FOR RELOCATION SHALL BE RELOCATED TO TARGET AREAS USING HYDROLOGIC TREE SPADES. THE SIZE OF SPADE SHALL VARY FROM 90" TO 45" DEPENDING ON THE SIZE AND TYPE OF VEGETATION TO BE MOVED. THE APPLICANT SHALL IDENTIFY PRIOR TO THE CLEARING OF THE SITE ALL EXISTING NATIVE VEGETATION TO BE RELOCATED. FOLLOWING RELOCATION, VEGETATION SHALL BE WATERED DAILY FOR A PERIOD NOT LESS THAN 90 DAYS AFTER WHICH IT SHALL BE WATERED ON AN AS NEED BASIS TO INSURE SURVIVAL. AT A MINIMUM THE APPLICANT SHALL INSURE 60% SURVIVAL FOR ALL RELOCATED PLANT MATERIAL.

LANDSCAPE SPECIFICATIONS

1. GENERAL LANDSCAPE REQUIREMENTS

LANDSCAPE CONTRACT WORK INCLUDES, BUT IS NOT LIMITED TO, SOIL PREPARATION, FINE OR FINISH GRADING, FURNISHING AND INSTALLING PLANT MATERIAL, WATERING, STAKING, GUYING AND MULCHING.

PLANT SIZE AND QUALITY

TREES, PALMS, SHRUBS, GROUNDCOVERS:
PLANT SPECIES AND SIZES SHALL CONFORM TO THOSE INDICATED ON THE DRAWINGS, NOMENCLATURE SHALL CONFORM TO STANDARD PLANT NAMES, 1942 EDITION. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS PARTS I & II, LATEST EDITION PUBLISHED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY.

ALL CONTAINER GROWN MATERIAL SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED PLANTS AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION.

AN ESTABLISHED CONTAINER GROWN PLANT SHALL BE TRANSPLANTED INTO A CONTAINER AND GROWN IN THAT CONTAINER SUFFICIENTLY LONG ENOUGH FOR THE NEW FIBROUS ROOTS TO HAVE DEVELOPED SO THAT THE ROOT MASS WILL RETAIN ITS SHAPE AND HOLD TOGETHER WHEN REMOVED FROM THE CONTAINER.

STANDARD PLANTING MIXTURE SHALL BE ONE (1) PART RECYCLED ORGANIC MATERIAL ADDED TO THREE (3) PARTS EXISTING NATIVE SOIL.

REPLACEMENT SOIL SHALL BE USED AS SPECIFIED TO REPLACE EXISTING SOILS THAT ARE DETERMINED BY THE LANDSCAPE ARCHITEC TO BE UNSUITABLE FOR PLANTING, IE. ROAD BASE, PAVEMENT, ETC. REPLACMENT SOIL MIX SHALL CONTAIN 60% SAND AND 40% MUCK. SAND SHALL BE 100% CLEAN ORGANIC NATIVE SAND PASSING 1/4" AND MUCK SHALL BE 100% CLEAN ORGANIC NATIVE MUCK SCREENED TO 1/2". ALL SOIL SHALL BE TESTED PRIOR TO DELIVERY ON SITE.

MULCH SHALL BE SHREDDED MELALEUCA, EUCALYPTUS OR GRADE "A" RECYCLED. ALL MULCH IS TO BE APPLIED TO A DEPTH OF 3", EXCEPT AS OTHERWISE NOTED.

FERTILIZER IN BACKFILL MIXTURE FOR ALL PLANTS SHALL CONSIST OF MILORGANITE ACTIVATED SLUDGE MIXED WITH THE BACKFILL AT A RATE OF NOT LESS THAN 50 LBS. PER CUBIC YARD.

FERTILIZER FOR TREES AND SHRUBS MAY BE TABLET FORM OR GRANULAR. GRANULAR FERTILIZER SHALL BE UNIFORM IN COMPOSITION, DRY AND FREE-FLOWING. THIS FERTILIZER SHALL BE DELIVERED TO THE SITE IN THE ORIGINAL UNOPENED BAGS, EACH BEARING THE MANUFACTURER'S STATEMENT OF ANALYSIS, AND SHALL MEET THE FOLLOWING REQUIREMENTS: 15% NITROGEN, 7% PHOSPHORUS, 12% POTASSIUM, PLUS IRON. TABLET FERTILIZER (AGRIFORM OR EQUAL) IN 21 GRAM SIZE SHALL MEET THE FOLLOWING REQUIREMENTS: 20% NITROGEN, 10% PHOSPHORUS AND 5% POTASSIUM.

FERTILIZER WILL BE APPLIED AT THE FOLLOWING RATES:

PLANT SIZE (GRAM)	16-7-12	AGRIFORM TABLETS (21
1 GAL.	1/4 LB.	1
3 GAL.	1/3 LB.	3
7-15 GAL.	1/2 LB.	6
1"-6" CALIPER	2 LBS./1" CALIPER	2 PER 1" CALIPER
6" AND LARGER	3 LBS./1" CALIPER	2 PER 1" CALIPER

"FLORIDA EAST COAST PALM SPECIAL" SHALL BE APPLIED TO ALL PALMS AT INSTALLATION AT A RATE OF ½ LB. PER INCH OF TRUNK UNLESS OTHERWISE SPECIFIED.

FIELD GROWN TREES AND PALMS PREVIOUSLY ROOT PRUNED SHALL OBTAIN A ROOT BALL WITH SUFFICIENT ROOTS FOR CONTINUED GROWTH WITHOUT RESULTING SHOCK.

CONTRACTOR SHALL NOT MARK OR SCAR TRUNK IN ANY FASHION.

PLANTS SHALL BE WATERED AS NECESSARY OR WITHIN 24 HOURS AFTER NOTIFICATION BY THE LANDSCAPE ARCHITECT.

THE LOCATIONS OF PLANTS, AS SHOWN IN THESE PLANS, ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORESEEN FIELD CONDITIONS. MAJOR ADJUSTMENTS IN LAYOUT ARE TO BE APPROVED BY THE LANDSCAPE ARCHITECT.

ALL PLASTIC FABRIC SHALL BE REMOVED FROM PLANT MATERIAL AT TIME OF INSTALLATION.

ALL TREES MUST BE STAKED AS SHOWN ON THE PLANTING DETAILS WITHIN 24 HOURS OF PLANTING. STAKES TO REMAIN FOR A MINIMUM OF 9 MONTHS, BUT NO LONGER THAN 18 MONTHS. CONTRACTOR IS RESPONSIBLE FOR MAINTENANCE AND REMOVAL OF THE STAKES.

ALL TREES MUST BE PRUNED AS PER LANDSCAPE ARCHITECT'S DIRECTION. SABAL PALMS MAY BE HURRICANE CUT.

ALL SHRUBS, TREES AND GROUND COVER WILL HAVE IMPROVED SOIL AS PER PLANTING SOIL NOTES. THE SOILS SHALL BE PLACED IN THE HOLE DURING PLANTING. TOP DRESSING ONLY IS NOT ACCEPTABLE.

DO NOT ALLOW AIR POCKETS TO FORM WHEN BACKFILLING. ALL TREES SHALL BE SPIKED IN UTILIZING WATER AND A TREE BAR.

THE LANDSCAPE CONTRACTOR SHALL WATER, MULCH, WEED, PRUNE, AND OTHERWISE MAINTAIN ALL PLANTS, INCLUDING SOD, UNTIL COMPLETION OF CONTRACT OR ACCEPTANCE BY LANDSCAPE ARCHITECT. SETTLED PLANTS SHALL BE RESET TO PROPER GRADE. PLANTING SAUCERS RESTORED, AND DEFECTIVE WORK CORRECTED.

THE LANDSCAPE CONTRACTOR SHALL AT ALL TIMES KEEP THE PREMISES FREE FROM ACCUMULATION OF WASTE MATERIALS OR DEBRIS CAUSED BY HIS CREWS DURING THE PERFORMANCE OF THE WORK. UPON COMPLETION OF THE WORK, THE CONTRACTOR SHALL PROMPTLY REMOVE ALL WASTE MATERIALS, DEBRIS, UNUSED PLANT MATERIAL, EMPTY PLANT CONTAINERS AND ALL EQUIPMENT FROM THE PROJECT SITE.

UPON COMPLETION OF THE WORK, THE LANDSCAPE CONTRACTOR SHALL NOTIFY THE LANDSCAPE ARCHITECT AND REQUEST A FINAL INSPECTION. ANY ITEMS THAT ARE JUDGED INCOMPLETE OR UNACCEPTABLE BY THE LANDSCAPE ARCHITECT OR OWNER'S REPRESENTATIVE SHALL BE CORRECTED BY THE LANDSCAPE CONTRACTOR WITHIN 14 DAYS.

ALL LABOR AND MATERIAL FOR SOIL AMENDMENTS AND FERTILIZER THAT IS REQUIRED TO INSURE THE SUCCESSFUL ESTABLISHMENT AND SURVIVAL OF THE PROPOSED VEGETATION, AS WELL AS ALL THE COST FOR THE REMOVAL OF UNSUITABLE OR EXCESS BACKFILL MATERIAL, SHALL BE INCLUDED IN THE CONTRACTOR'S BID TO PERFORM THE WORK REPRESENTED IN THIS PLAN SET.

2. PLANTING TREES

EXCAVATE PIT AS PER PLANTING DETAILS.

BACKFILL AROUND BALL WITH STANDARD PLANTING MIXTURE AND SLIGHTLY COMPACT. WATER THOROUGHLY AS LAYERS ARE PLACED TO ELIMINATE VOIDS AND AIR POCKETS. BUILD A 6" HIGH BERM OF STANDARD PLANTING MIXTURE BEYOND EDGE OF EXCAVATION. APPLY 3" (AFTER SETTLEMENT) OF MULCH EXCEPT WITHIN 6" OF TRUNK.

PRUNE TREE TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES. DO NOT PRUNE BACK TERMINAL LEADER.

GUY AND STAKE TREE IN ACCORDANCE WIT THE STAKING DETAILS IMMEDIATELY AFTER PLANTING.

3. PLANTING SHRUBS

LAYOUT SHRUBS TO CREATE A CONTINUOUS SMOOTH FRONT LINE AND FILL IN BEHIND.

EXCAVATE PIT OR TRENCH TO 1-1/2 TIMES THE DIAMETER OF THE BALLS OR CONTAINERS OR 1'-0" WIDER THAN THE SPREAD OF ROOTS FOR POSITIONING AT PROPER HEIGHT. BACKFILL AROUND PLANTS WITH STANDARD PLANTING MIXTURE, COMPACTED TO ELIMINATE VOIDS AND AIR POCKETS. FORM GRADE SLIGHTLY DISHED AND BERMED AT EDGES OF EXCAVATION. APPLY 3" OF MULCH EXCEPT WITHIN 3" OF STEMS.

PRUNE SHRUBS TO REMOVE DAMAGED BRANCHES, IMPROVE NATURAL SHAPE AND THIN OUT STRUCTURE. DO NOT REMOVE MORE THAN 15% OF BRANCHES.

4. PLANTING GROUND COVER

LOOSEN SUBGRADE TO DEPTH OF 4" IN AREAS WHERE TOPSOIL HAS BEEN STRIPPED AND SPREAD SMOOTH.

SPACE PLANTS AS OTHERWISE INDICATED. DIG HOLES LARGE ENOUGH TO ALLOW SPREADING OF ROOTS. COMPACT BACKFILLTO ELIMINATE VOIDS AND AIR POCKETS. WATER THOROUGHLY AFTER PLANT. WATER THOROUGHLY. APPLY 3" OF MULCH OVER ENTIRE PLANTING BED, LIFTING PLANT FOLIAGE ABOVE MULCH.

DURING PERIODS OF HOT SUN AND/OR WIND AT TIME OF PLANTING, PROVIDE PROTECTIVE COVER FOR SEVERAL DAYS OR AS NEEDED.

5. PLANTING LAWNS

SODDING: SOD TYPE SPECIFIED ON PLANT LIST SHALL BE MACHINE STRIPPED NOT MORE THAN 24 HOURS PRIOR TO LAYING.

LOOSEN SUBGRADE TO DEPTH OF 4" AND GRADE WITH TOPSOIL EITHER PROVIDED ON SITE OR IMPORTED STANDARD PLANTING MIX TO FINISH GRADE ELEVATIONS. ROLL TO PROVIDED LAWN SURFACE. WATER THOROUGHLY, BUT DO NOT CREATE MUDDY SOIL CONDITION.

FERTILIZE SOIL AT THE RATE OF APPROXIMATELY 10 LBS. PER 1,000 S.F. SPREAD FERTILIZER OVER THE AREA TO RECEIVE GRASS BY USING AN APPROVED DISTRIBUTION DEVICE CALIBRATED TO DISTRIBUTE THE APPROPRIATE QUANTITY. DO NOT FERTILIZE WHEN WIND VELOCITY EXCEEDS 15 M.P.H. THOROUGHLY MIX FERTILIZER INTO THE TOP 2" OF TOPSOIL.

LAY SOD STRIPS WITH TIGHT JOINTS, DO NOT OVERLAP, STAGGER STRIPS TO OFFSET JOINTS IN ADJACENT COURSES. WORK SIFTED STANDARD PLANTING MIXTURE INTO MINOR CRACKS BETWEEN PIECES OF SOD AND REMOVE EXCESS SOIL DEPOSITS FROM SODDED AREAS. SOD ON SLOPES GREATER THAN 3:1 SHALL BE STAKED IN PLACE. ROLL OR STAMP LIGHTLY AND WATER THOROUGHLY WITH A FINE SPRAY IMMEDIATELY AFTER PLANTING.

6. MISCELLANEOUS LANDSCAPE WORK

LANDSCAPE MAINTENANCE

MAINTAIN LANDSCAPE WORK UNTIL FINAL ACCEPTANCE IS ISSUED BY THE OWNER'S REPRESENTATIVE. INCLUDE WATERING, WEEDING, CULTIVATING, RESTORATION OF GRADE, MOWING AND TRIMMING GRASS, PRUNING TREES AND SHRUBS, PROTECTION FROM INSECTS AND DISEASES, FERTILIZING AND SIMILAR OPERATIONS AS NEEDED TO INSURE NORMAL GROWTH AND GOOD HEALTH FOR LIVE PLANT MATERIAL.

PLANT MATERIAL SUBSTITUTION

NO SUBSTITUTION OF PLANT MATERIAL, TYPE OR SIZES WILL BE PERMITTED WITHOUT AUTHORIZATION FROM THE LANDSCAPE ARCHITECT.

PLANTING BED PREPARATION

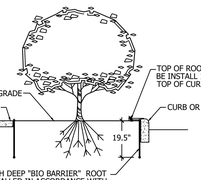
ALL PLANTING BEDS SHALL BE PROPERLY PREPARED PRIOR TO THE COMMENCEMENT OF ANY PLANTING. PLANTING AREAS, INCLUDING LAWNS SHALL BE FREE OF ALL WEEDS AND NUISANCE VEGETATION. IF TORPEDO GRASS (PANICUM REPENS) IS PRESENT OR ENCOUNTERED DURING PLANTING, THE LANDSCAPE CONTRACTOR SHALL STOP ALL PLANTING UNTIL IT CAN BE DEMONSTRATED THAT IT HAS BEEN COMPLETELY REMOVED OR ERADICATED. THERE SHALL BE NO EXCEPTIONS TO THIS PROVISION.

ALL LANDSCAPE ISLANDS AND BEDS WILL BE FREE OF SHELL ROCK AND CONSTRUCTION DEBRIS AND SHALL BE EXCAVATED TO A DEPTH OF 30 INCHES OR TO CLEAN, NATIVE SOIL AND FILLED WITH THE SPECIFIED REPLACEMENT SOIL.

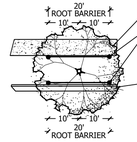
LANDSCAPE WARRANTY

THE LANDSCAPE CONTRACTOR SHALL GUARANTEE ALL PLANT MATERIAL FOR A PERIOD OF SIX (6) MONTHS FROM THE DATE OF CONDITIONAL ACCEPTANCE IN WRITING FROM THE LANDSCAPE ARCHITECT. AT THE TIME OF CONDITIONAL ACCEPTANCE, THE SIX (6) MONTH PERIOD SHALL COMMENCE. ANY MATERIALS WHICH HAVE DIED OR DECLINED TO THE POINT WHERE THEY NO LONGER MEET FLORIDA #1 CONDITION DURING THIS PERIOD SHALL BE PROMPTLY REPLACED WITH SPECIMENS THAT MEET THE MINIMUM REQUIREMENTS CALLED FOR ON THE DRAWINGS. THE LANDSCAPE CONTRACTOR SHALL NOT BE HELD RESPONSIBLE FOR THE DEATH OR DAMAGE RESULTING FROM ACTS OF GOD SUCH AS LIGHTNING, VANDALISM, AND AUTOMOBILES OR FROM NEGLIGENCE BY THE OWNER. CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING AND OTHERWISE MAINTAINING PLANTS UP TO THE CONDITIONAL ACCEPTANCE PERIOD, UNLESS A WRITTEN AGREEMENT WITH THE LANDSCAPE ARCHITECT PROVIDES FOR A DIFFERENT ARRANGEMENT.

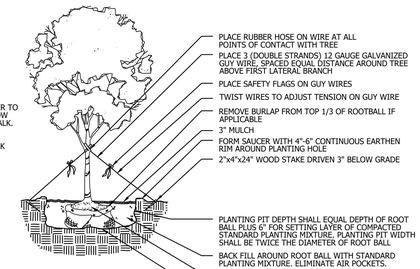
PLANTING DETAILS



ROOT BARRIER DETAIL
SECTION VIEW
NTS



ROOT BARRIER DETAIL
PLAN VIEW
NTS



LARGE TREE PLANTING DETAIL
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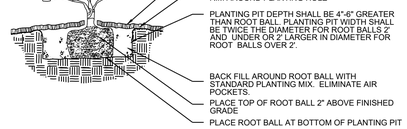

SHRUB/GROUNDCOVER PLANTING DETAIL
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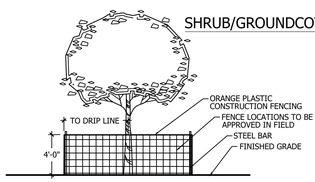
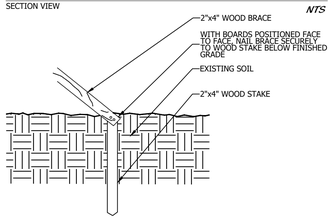


TREE PROTECTION DETAIL
SECTION VIEW
NTS



WOOD STAKING DETAIL
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TREE PROTECTION DETAIL
PLAN VIEW
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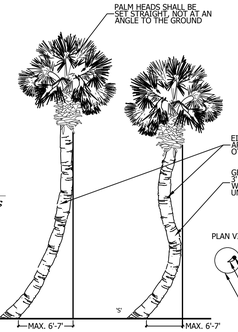
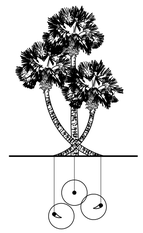
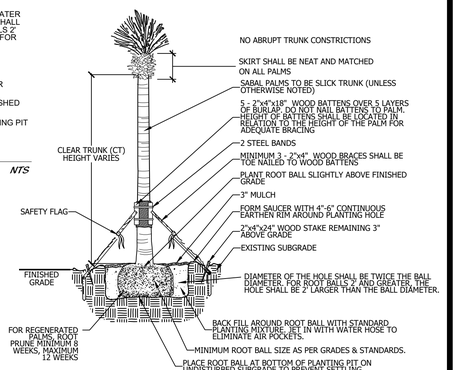


CURVED PALM TRUNK DETAIL
NTS



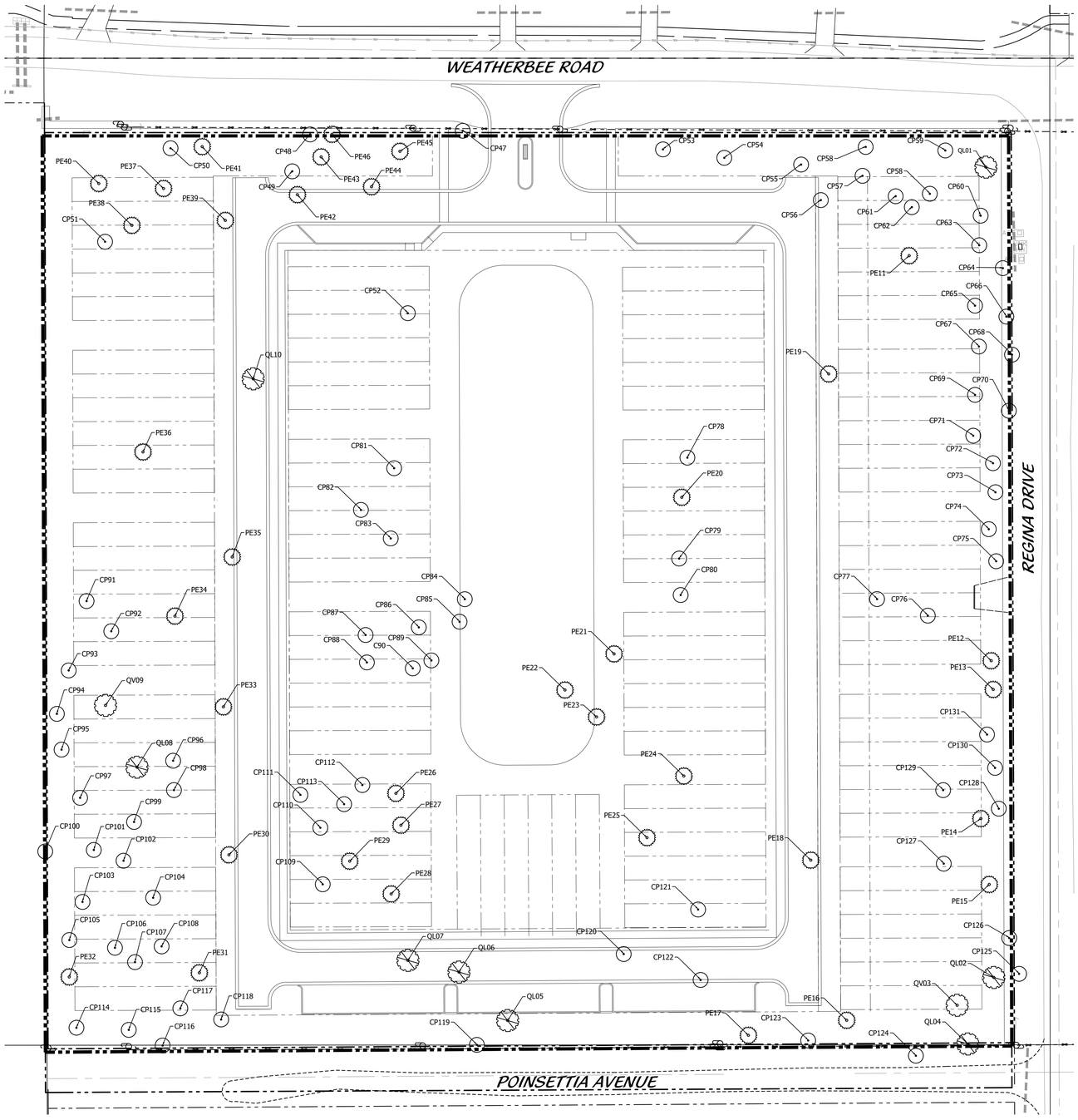
SABAL PALM PLANTING DETAIL
NTS





PLANT LIST

CODE	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	REMARKS
TREES								
BA	3	BULNESIA ARBOREA	VERAWOOD	FIELD GROWN	3"-4" CAL	14'-16' HT., 6'-8' SPD.	N	FULL CANOPY, FLORIDA FANCY
BBC	8	CALOPHYLLUM BRASILIENSE	BRAZILIAN BEAUTYLEAF	45 GAL	2.5" CAL	12' HT X 5' SPRD	N	FULL & THICK; STANDARD; 5' SPRD, 4' C.T.
CC	7	CAPPARIS CYNOPHALLOPHORA	JAMACIAN CAPER	45 GAL	2" CAL	7'-8' O.A	Y	STANDARD; 2.5' C.T.; FULL AND THICK
CE	4	CONOCARPUS ERECTUS	BUTTONWOOD	45 GAL	2.5" CAL	12' O.A. X 5' SPRD	Y	FULL CANOPY; STANDARD
CES	12	CONOCARPUS ERECTUS `SERICEUS`	SILVER BUTTONWOOD	45 GAL	2.5" CAL	12' O.A. X 5' SPRD	Y	FULL CANOPY, STANDARD, SINGLE TRUNK
ED	14	ELAEOCARPUS DECIPIENS	JAPANESE BLUEBERRY TREE	45 GAL	3" CAL	12' O.A. X 5' SPRD	N	STANDARD; 4' C.T; CONICAL
HU	13	HIBISCUS ROSA-SINENSIS 'DOUBLE RED'	DOUBLE RED HIBISCUS	30 GAL	1.5" CAL	5'-6' HT	N	STANDARD; 2.5' C.T; FULL CANOPY
IVT1	4	ILEX VOMITORIA	YAUPON HOLLY	45 GAL	1" CAL EA	6' HT X 6' SPRD	Y	FULL CANOPY, MULIT-TRUNK, LIMB UP 2.5'
JAT	6	JATROPHA STANDARD	JATROPHA	30 GAL	N.A.	5'-6' HT.	N	STANDARD, 2.5' C.T. TIGHT HEADS, MATCHED
LJ45	12	LIGUSTRUM JAPONICUM	JAPANESE PRIVET	45 GAL.	1" EA	6' HT., 6' SPD.	N	MULTI-STEM, LIMB UP 2.5'
PE2	194	PINUS ELLIOTTII	SLASH PINE	30 GAL	1.5" DBH	8'-10' O.A.		FULL CANOPY; PLANTED IN PRESERVE
PE	89	PINUS ELLIOTTII	SO. FLORIDA SLASH PINE	65 gal	4" DBH	12' -14' OA	Y	FULL CANOPY
QV1	57	QUERCUS VIRGINIANA	SOUTHERN LIVE OAK	100 GAL	5" DBH	18' - 22' HT	Y	FULL CANOPY, FLORIDA FANCY, SYMETRICAL, MATCHED, DOUBLE DUG ROOT BALL
QV4	30	QUERCUS VIRGINIANA `SKY CLIMBER`	SKY CLIMBER LIVE OAK	FIELD GROWN	3" CAL	20' O.A.	Y	FULL CANOPY, FLORIDA FANCY, SYMETRICAL, MATCHED, DOUBLE DUG ROOT BALL
SEP	7	SENNA POLYPHYLLA	DESERT CASSIA	30 GAL	N.A.	5'-6' HT.	N	STANDARD; 2.5' C.T.; FULL CANPY
TAB	2	TABEBUIA IMPETIGENOSA	PURPLE TR



TREE INVENTORY

POINT	SPECIES	"DBH	CT	REMOVED	RELOCATED
1	LAUREL OAK	29		X	
2	LAUREL OAK	17		X	
3	LIVE OAK	21.5		X	
4	LAUREL OAK	14		X	
5	LAUREL OAK	17		X	
6	LAUREL OAK	17		X	
7	LAUREL OAK	15.75		X	
8	LAUREL OAK	15		X	
9	LIVE OAK	16		X	
10	LAUREL OAK	17		X	
11	SLASH PINE	14		X	
12	SLASH PINE	14		X	
13	SLASH PINE	14.5		X	
14	SLASH PINE	14		X	
15	SLASH PINE	14		X	
16	SLASH PINE	15.25		X	
17	SLASH PINE	14		X	
18	SLASH PINE	18.5		X	
19	SLASH PINE	14		X	
20	SLASH PINE	15		X	
21	SLASH PINE	23.25		X	
22	SLASH PINE	20		X	
23	SLASH PINE	20		X	
24	SLASH PINE	16		X	
25	SLASH PINE	21.5		X	
26	SLASH PINE	19		X	
27	SLASH PINE	19		X	
28	SLASH PINE	21		X	
29	SLASH PINE	16		X	
30	SLASH PINE	16.25		X	
31	SLASH PINE	16.5		X	
32	SLASH PINE	15.5		X	
33	SLASH PINE	14		X	
34	SLASH PINE	17		X	
35	SLASH PINE	23.25		X	
36	SLASH PINE	18		X	
37	SLASH PINE	26		X	
38	SLASH PINE	21		X	
39	SLASH PINE	15		X	
40	SLASH PINE	19		X	
41	SLASH PINE	22.5		X	
42	SLASH PINE	24		X	
43	SLASH PINE	18		X	
44	SLASH PINE	17		X	
45	SLASH PINE	14		X	
46	SLASH PINE	14		X	
47	CABBAGE PALM		>10'		X
48	CABBAGE PALM		>10'		X
49	CABBAGE PALM		>10'		X
50	CABBAGE PALM		>10'		X
51	CABBAGE PALM		>10'		X
52	CABBAGE PALM		>10'		X
53	CABBAGE PALM		>10'		X
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61	CABBAGE PALM		>10'		X
62	CABBAGE PALM		>10'		X
63	CABBAGE PALM		>10'		X
64	CABBAGE PALM		>10'		X
65	CABBAGE PALM		>10'		X
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86	CABBAGE PALM		>10'		X
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95	CABBAGE PALM		>10'		X
96	CABBAGE PALM		>10'		X
97	CABBAGE PALM		>10'		X
98	CABBAGE PALM		>10'		X
99	CABBAGE PALM		>10'		X
100	CABBAGE PALM		>10'		X
101	CABBAGE PALM		>10'		X
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103	CABBAGE PALM		>10'		X
104	CABBAGE PALM		>10'		X
105	CABBAGE PALM		>10'		X
106	CABBAGE PALM		>10'		X
107	CABBAGE PALM		>10'		X
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109	CABBAGE PALM		>10'		X
110	CABBAGE PALM		>10'		X
111	CABBAGE PALM		>10'		X
112	CABBAGE PALM		>10'		X
113	CABBAGE PALM		>10'		X
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115	CABBAGE PALM		>10'		X
116	CABBAGE PALM		>10'		X
117	CABBAGE PALM		>10'		X
118	CABBAGE PALM		>10'		X
119	CABBAGE PALM		>10'		X
120	CABBAGE PALM		>10'		X
121	CABBAGE PALM		>10'		X
122	CABBAGE PALM		>10'		X
123	CABBAGE PALM		>10'		X
124	CABBAGE PALM		>10'		X
125	CABBAGE PALM		>10'		X
126	CABBAGE PALM		>10'		X
127	CABBAGE PALM		>10'		X
128	CABBAGE PALM		>10'		X
129	CABBAGE PALM		>10'		X
130	CABBAGE PALM		>10'		X
131	CABBAGE PALM		>10'		X
	SUM OAK "DBH:	179.25			
	SUM PINE "DBH:	634			
	SUM SABAL COUNT:	85			

TREE MITIGATION

TOTAL CABBAGE PALMS TO BE RELOCATED ONSITE: 85

TOTAL OAK "DBH REMOVED: 179.25"
TOTAL OAK "DBH REPLANTED: 157.5"
57 QV1 UPSIZED FROM 2.5" TO 5": 57 X 2.5 = 142.5"
30 QV4 UPSIZED FROM 2.5" TO 3": 30 X .5 = 15"

TOTAL PINE "DBH REMOVED: 634"
TOTAL PINE "DBH REPLANTED: 637"
88 PE AT 4": 88 X 4 = 352"
190 PE AT 1.5": 190 X 1.5 = 285"

TOTAL "DBH REQUIRING MITIGATION: 813.25"
TOTAL "DBH REPLANTED: 794.5"
TOTAL "DBH REMAINING: 18.75"

FEE-IN-LEUI: 18.75" X $250 = $4,687.5"

TREE MITIGATION

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

407 E WEATHERBEE ROAD

Ballarena Group
Fort Pierce, Florida

DESIGNED ACE
DRAWN ACE
APPROVED DTS
JOB NUMBER 24-0303
DATE 07-17-24
REVISIONS

SHEET 1 OF 1

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These drawings are the property of the architect and are not to be used for extensions or on other projects except by agreement in writing with the architect. Immediately report any discrepancies to the architect.

Cotleur & Hearing
LANDSCAPE COMPANY

Ballarena Group

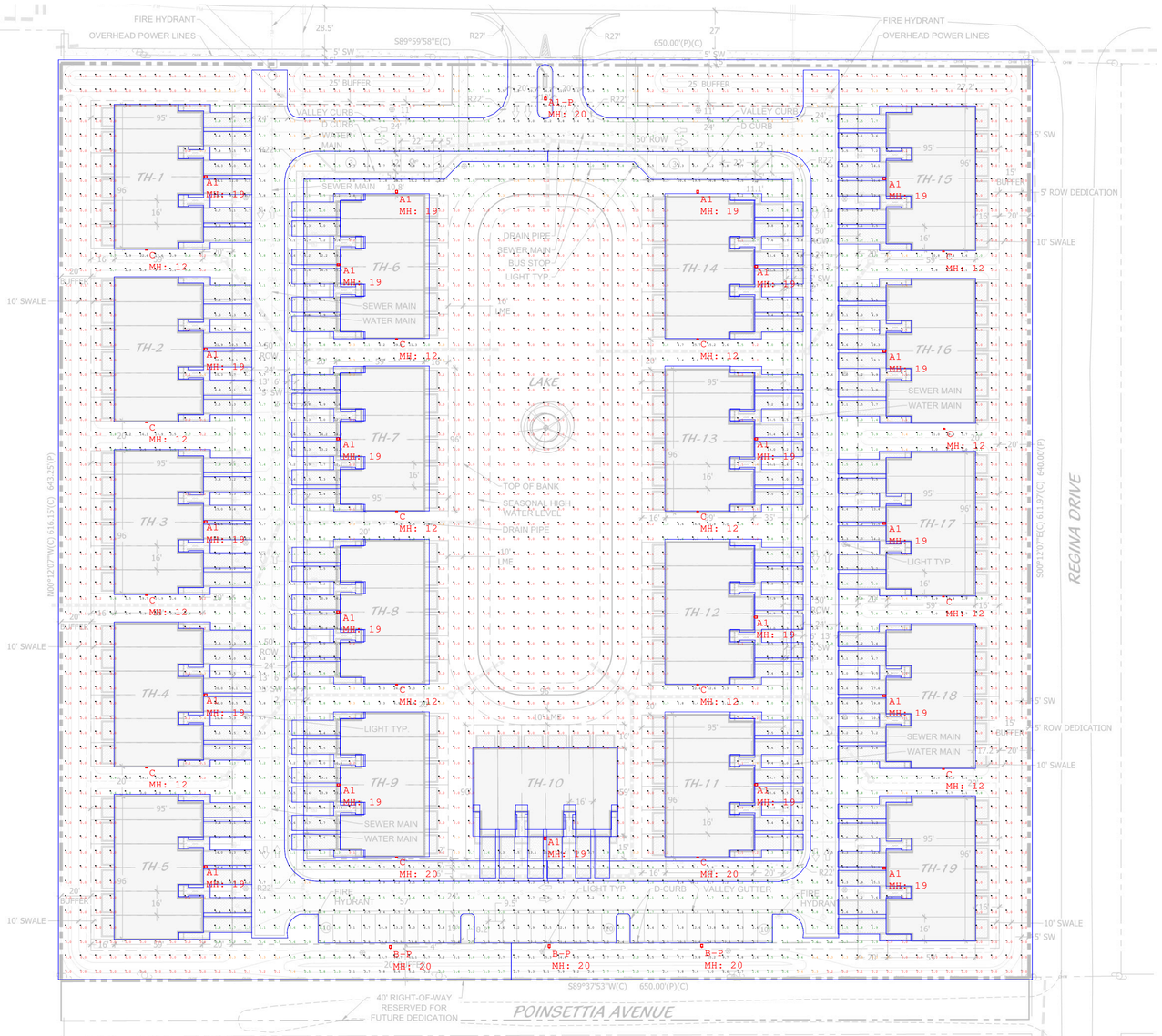
Proposed Lighting Layout

SHEET L01 : LIGHTING SCHEDULE

SHEET L02 : INSTALLATION LAYOUT

SHEET L03 : SUMMARY PAGE

TAMCO



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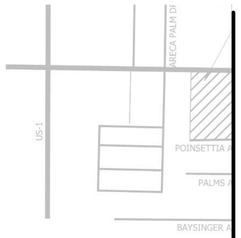


LEGEND

HC	HANDICAP		HC SIGN
LB	LANDSCAPE BUFFER		STOP SIGN
SB	SETBACK		DO NOT ENTER
SW	SIDEWALK		PEDESTRIAN CROSSING
TYP	TYPICAL		

TREASURE TOWNHOMES SITE

PARCEL: 340350100250005
4601 REGINA DRIVE

LAND USE	RM
ZONING	R-4
FIRM/FLOOD ZONE	ZONE X, A; MAP #

BUILDING DATA

	ACRES	SQU
TOTAL SITE AREA	9.574	4
TOTAL BUILDINGS (6 UNIT TOWNHOMES)	19	BUIL
TOTAL PROPOSED UNITS	114	UNIT
DENSITY	12	UNIT

PARKING CALCULATIONS

REQUIRED PARKING	228	SPA
*1.5 SPACES PER UNIT		
PROVIDED PARKING		
OFF-STREET STANDARD PARKING	35	SPA
OFF-STREET HANDICAPPED PARKING	1	SPA
DRIVEWAY PARKING	114	SPA
GARAGE PARKING	114	SPA
TOTAL	264	SPA

PERVIOUS/IMPERVIOUS CALCULATIONS

PERVIOUS	ACRES	SQUA
BUFFER TRACT	1.08	4
LAKE MAINTANENCE EASEMENT	1.06	4
40' WIDTH TRACT	0.41	1
OTHER LANDSCAPE AREA	1.39	6
SUB-TOTAL	3.93	17

IMPERVIOUS	ACRES	SQUA
BUILDING COVERAGE	2.27	9
VEHICULAR USE AREA	1.27	5
PAVED DRIVEWAYS	0.79	3
PATIOS	0.38	1
SIDEWALKS, CONCRETE PADS	0.26	1
WATER SURFACE	0.68	2
SUB-TOTAL	5.84	24
TOTAL	9.574	41

STATISTICAL SUMMARY

LPD Area Summary			
Label	Area	Total Watts	LPD
LPDArea_1	401847	6292.99	0.016

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	Illuminance	Fc	2.08	29.8	0.0	N.A.	N.A.

FIXTURE SCHEDULE

Luminaire Schedule								
Qty	Symbol	Label	Arrangement	Lum. Watts	Total Watts	Lum. Lumens	LLF	Description
21		A1	Single	234.05	4915.05	31724	0.930	STRK2305K T4 U BZ & STRK WM BZ
1		A1-P	Single	234.05	234.05	31724	0.930	STRK2305K T4 U SF BZ
3		B-P	Single	236.44	709.32	32883	0.930	STRK2305K T3 U SF BZ
16		C	Single	27.1608	434.573	6879	0.930	NOVA2 WSCS BZ

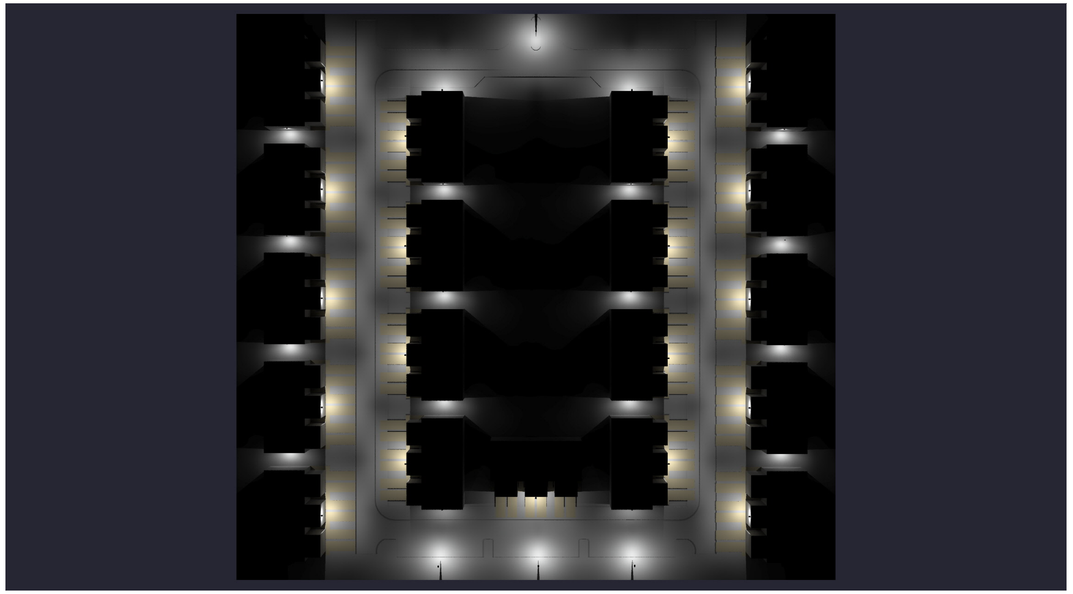
TAMCO

Head Office
Port Saint Lucie, FL

SHEET: Photometric Layout
CLIENT:
ADDRESS:

DESIGNER: RB
DATE:07.01.24
REV: 1
SCALE: NTS

L01



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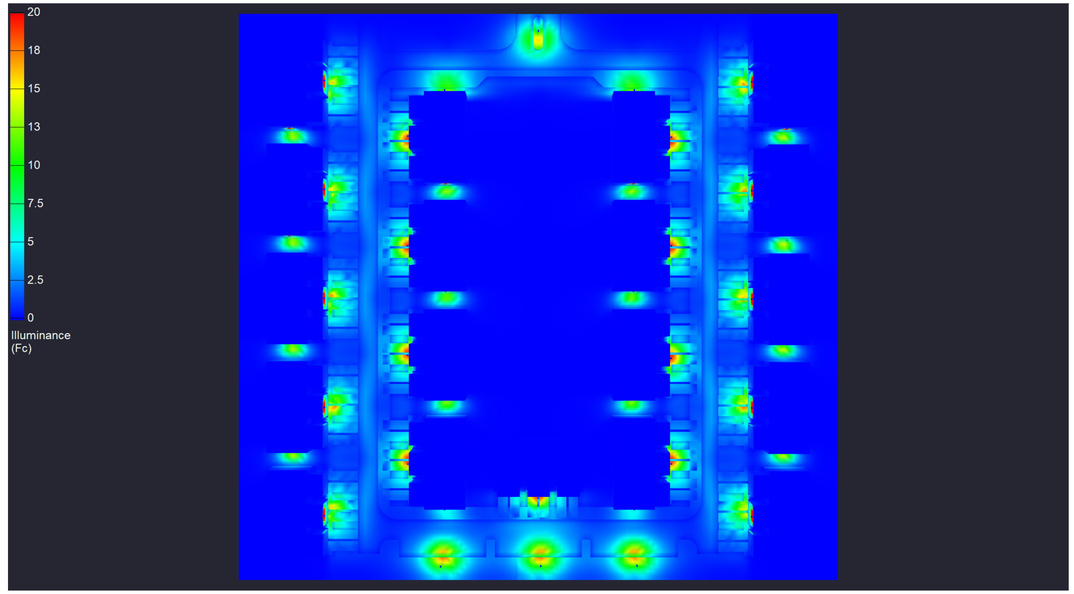

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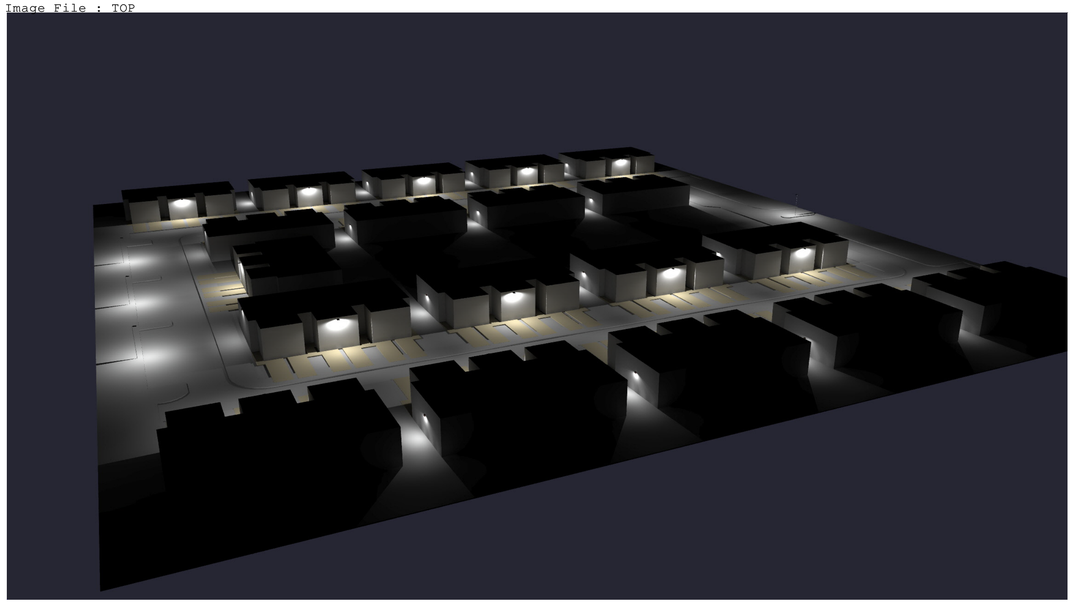

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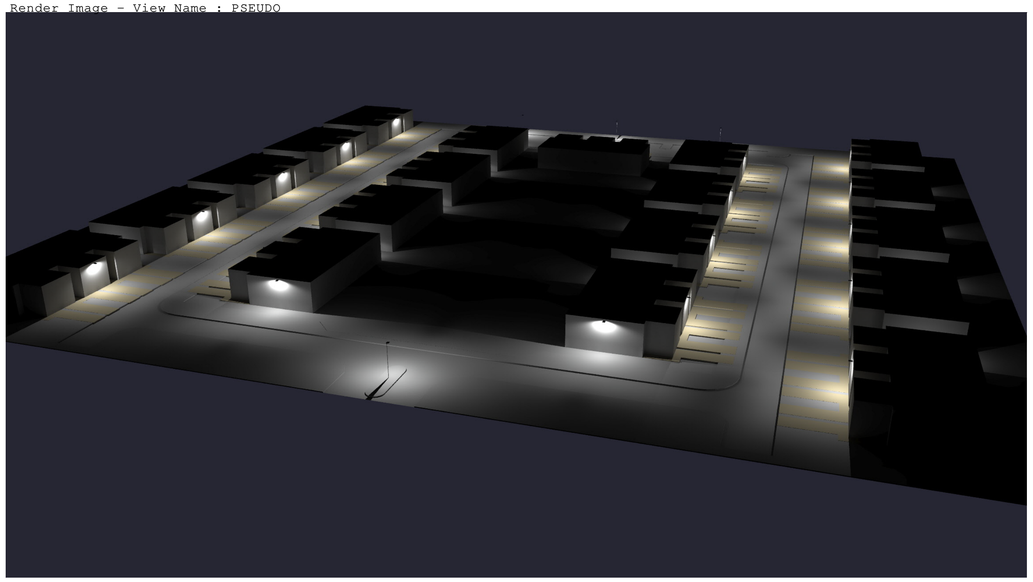


Image File : PERSPECTIVE_1

TAMCO

Head Office
Port Saint Lucie, FL

SHEET: Photometric Layout

CLIENT:

ADDRESS:

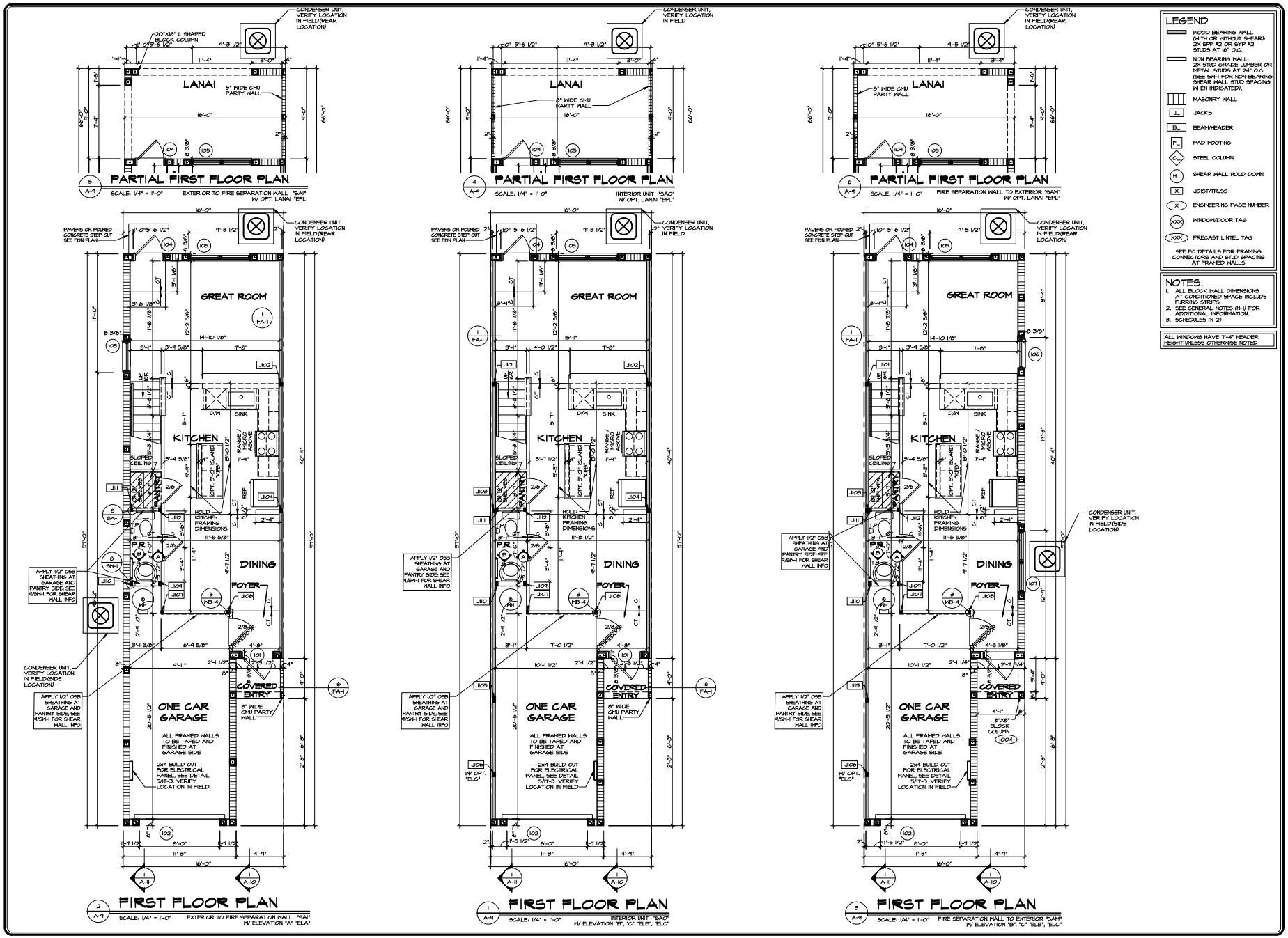
DESIGNER: RB

DATE: 07.01.24

REV: 1

SCALE: NTS

L02



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REV. NO.	DATE	REMARKS

NVR

NVR, Inc.
5285 Westview Drive, Suite 100
Frederick, MD 21703

SET NO. FLAGMS
VERSION 01
RELEASE NO. ----
DRAWN BY HD
DATE 5.25.20
OPTION

MODEL FLAMINGO MB
DRAWING TITLE FIRST FLOOR PLAN

SHEET NO. A-9

OPTION DESCRIPTION

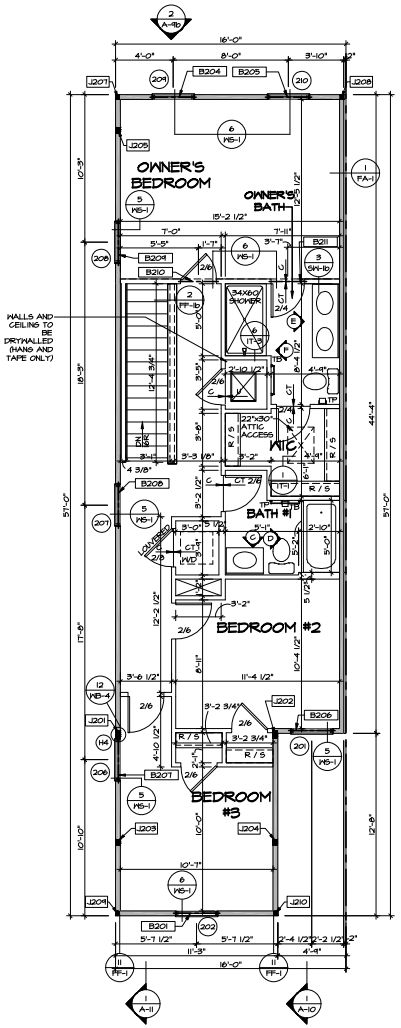
14

NOTES:
1. ALL BLOCK WALL DIMENSIONS AT CONDITIONED SPACE INCLUDE FURRING STRIPS.
2. SEE GENERAL NOTES (N-1) FOR ADDITIONAL INFORMATION.
3. SCHEDULES (N-2)

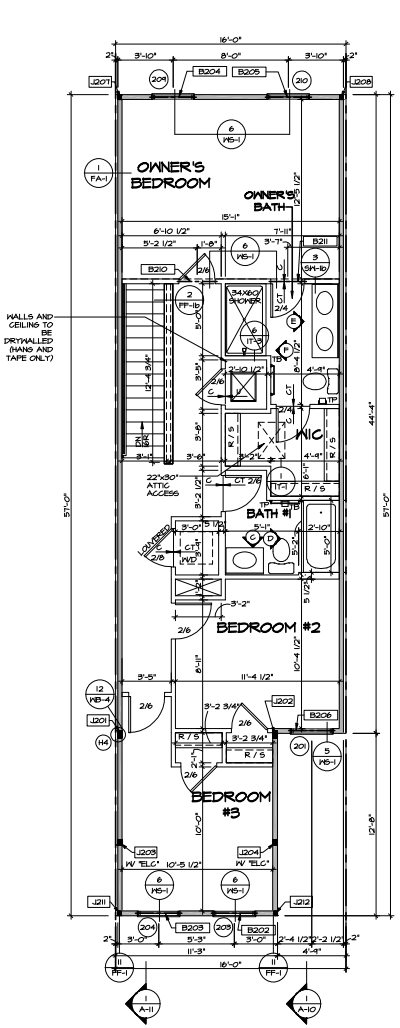
LEGEND
- WOOD BEARING WALL (WITH OR WITHOUT SHEAR). 2X SPF #2 OR SYP #2 STUDS AT 16" O.C.
- NON BEARING WALL: 2X STUD GRADE LUMBER OR METAL STUDS AT 24" O.C. (SEE SW-1 FOR NON-BEARING SHEAR WALL STUD SPACING WHEN INDICATED).
- MASONRY WALL
- JACKS
- BEAM/HEADER
- PAD FOOTING
- STEEL COLUMN
- SHEAR WALL HOLD DOWN
- JOIST/TRUSS
- ENGINEERING PAGE NUMBER
- WINDOW/DOOR TAG
- PRECAST LINTEL TAG

SEE FC DETAILS FOR FRAMING CONNECTORS AND STUD SPACING AT FRAMED WALLS

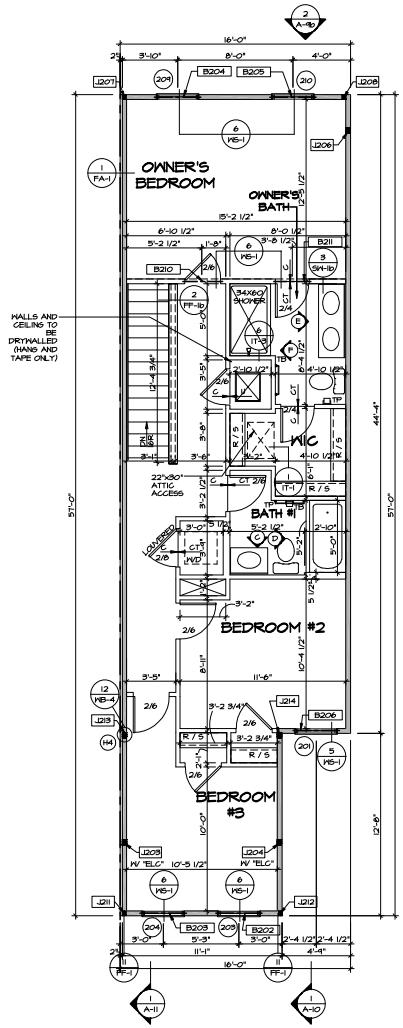
ALL WINDOWS HAVE 7'-0 1/2" HEADER HEIGHT UNLESS OTHERWISE NOTED.



2 A-10 — SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
EXTERIOR TO FIRE SEPARATION WALL "SA1"
ELEVATION "A" "ELA"
THREE BEDROOM "BCB"



1 A-10 — SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
INTERIOR UNIT "SAO"
ELEVATION "B", "C" "ELB", "ELC"
THREE BEDROOM "BCB"



3 A-10 — SECOND FLOOR PLAN
SCALE: 1/4" = 1'-0"
FIRE SEPARATION WALL TO EXTERIOR "SAM"
ELEVATION "B", "C" "ELB", "ELC"
THREE BEDROOM "BCB"

REV. NO. | DATE | REMARKS

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Engineering Dept.
5285 Westview Drive, Suite 100
Frederick, MD 21703

SET NO. FLAMINGO
VERSION 01
RELEASE NO. ----
DRAWN BY HD
DATE 5/27/20
OPTION

SHEET NO. A-10
MODEL FLAMINGO WB
DRAWING TITLE SECOND FLOOR PLAN
OPTION DESCRIPTION
16

Ryan Homes

ryanhomes.com

July 22, 2024

City of Fort Pierce
Planning Department
100 N US Highway 1
Fort Pierce, FL 34950

407 Weatherbee
Site Plan Application
Color Palette

Description:
Parcel ID: 3403-501-0025-000-5
Site Location: East of US-1, on the south side of E Weatherbee Rd, west of Regina Dr
Project Site: 9.574 acres
Existing Land Use: RM
Existing Zoning: R-4

To whom it may concern,

On Behalf of the applicant, Treasure Townhomes LLC, please accept this letter in lieu of the rendered entry sign. Although the materials have been selected, as shown in the architectural elevations included in this submittal, the colors are yet to be finalized and selected.

Sincerely,

X javi tavel

Javier Tavel
Entilement Manager

"We are pledged to the letter and spirit of U.S. policy for the achievement of equal housing opportunity throughout the nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, religion, sex, handicap, familial status or national origin."

Cotleur & Hearing

LC26000535

LAND PLANNING + LANDSCAPE ARCHITECTURE + TRANSPORTATION

1934 COMMERCE LANE • SUITE 1
JUPITER, FLORIDA • 33458
561.747.6336 561.747.1377

July 22, 2024

City of Fort Pierce
Planning Department
100 N US Highway 1
Fort Pierce, FL 34950

407 Weatherbee
Site Plan Application
Rendering of Signs

Description:
Parcel ID: 3403-501-0025-000-5
Site Location: East of US-1, on the south side of E Weatherbee Rd, west of Regina Dr
Project Site: 9.574 acres
Existing Land Use: RM
Existing Zoning: R-4

To whom it may concern,

On Behalf of the applicant, Treasure Townhomes LLC, please accept this letter in lieu of the rendered entry sign. This item will be provided at a later date when more details for the entry sign feature are provided. At this time, please see the location of the entry sign called out on the Site Plan.

Sincerely,

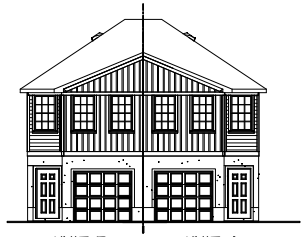


Daniel T. Sorrow, AICP, PLA, LEED AP BD+C
Cotleur & Hearing
1934 Commerce Lane, Suite 1
Jupiter, FL 33458



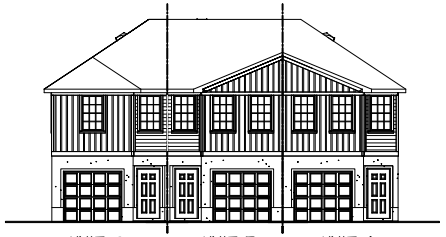
1 B-2 **2 - UNIT BUILDING**

SCALE: 1/8" = 1'-0" FLG02



2 B-2 **2 - UNIT BUILDING**

SCALE: 1/8" = 1'-0" FLGA2



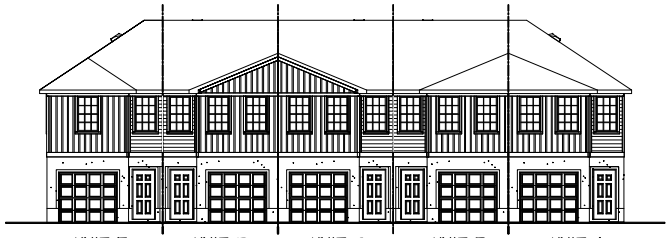
3 B-2 **3 - UNIT BUILDING**

SCALE: 1/8" = 1'-0" FLG03



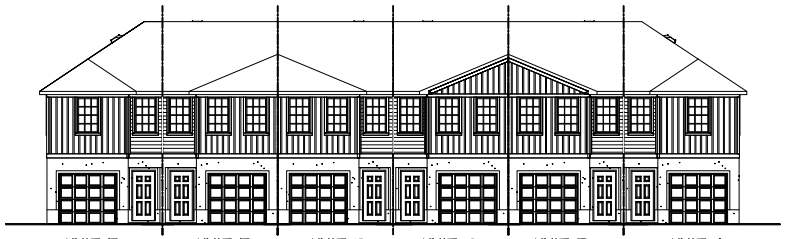
4 B-2 **4 - UNIT BUILDING**

SCALE: 1/8" = 1'-0" FLG04



5 B-2 **5 - UNIT BUILDING**

SCALE: 1/8" = 1'-0" FLG05



6 B-2 **6 - UNIT BUILDING**

SCALE: 1/8" = 1'-0" FLG06

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Frederick, MD 21703

SHEET NO. B-2

MODEL FLAMINGO WB

DRAWING TITLE
2-3-4-5-6 UNIT BUILDING ELEVATIONS
2-UNIT & 3-UNIT BUILDING

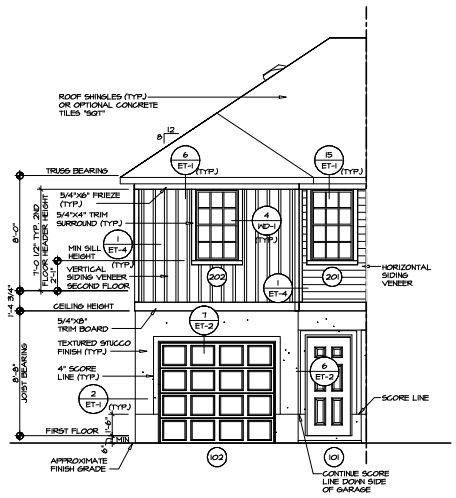
OPTION 1 OF 1 OPTION

SET NO. ----
VERSION 01
RELEASE NO. ----
DRAWN BY HT
DATE 08/11/20
OPTION SPT

BLOCK FIRST FLOOR

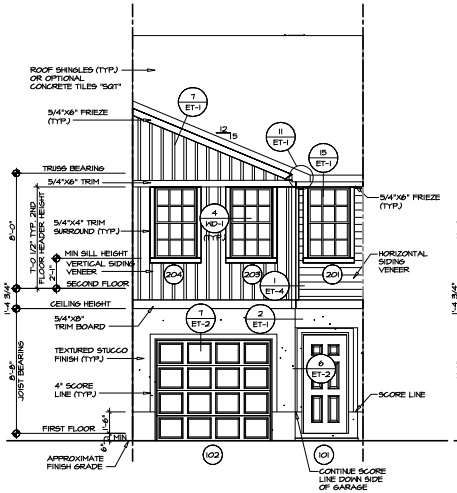
501

C:\NVR\Active\FLAMINGO WB_FLOOR 01_BLOCK\Sheets\Working\B-2 UNIT SITE_24x36.dwg 10/11/21 - 4:18 pm



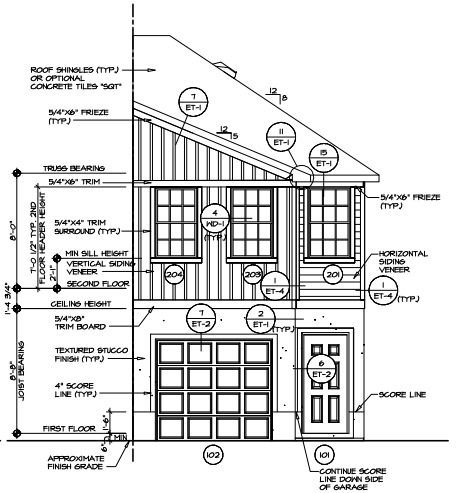
1 / A-1 **FRONT ELEVATION "A"**

SCALE: 1/4" = 1'-0" — END UNIT - EXTERIOR TO FIRE SEPARATION WALL "SA1"



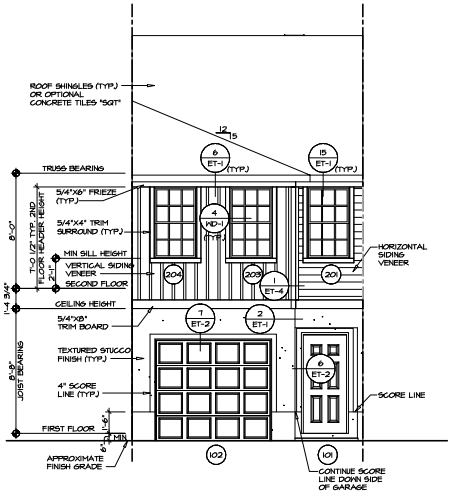
2 / A-1 **FRONT ELEVATION "B"**

SCALE: 1/4" = 1'-0" — INTERIOR UNIT "SA0"



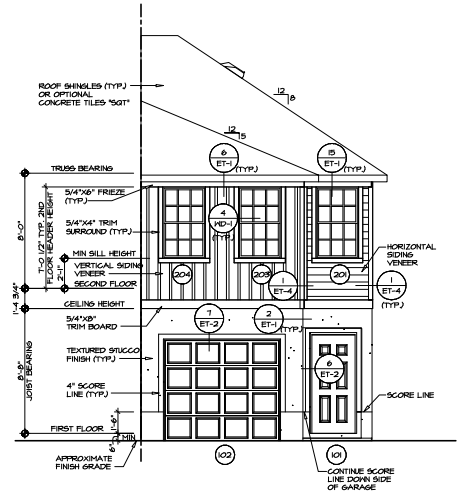
3 / A-1 **FRONT ELEVATION "B"**

SCALE: 1/4" = 1'-0" — END UNIT - FIRE SEPARATION WALL TO EXTERIOR "SA1"



4 / A-1 **FRONT ELEVATION "C"**

SCALE: 1/4" = 1'-0" — INTERIOR UNIT "SA0"



5 / A-1 **FRONT ELEVATION "C"**

SCALE: 1/4" = 1'-0" — END UNIT - FIRE SEPARATION WALL TO EXTERIOR "SA1"

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NVR

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Frederick, MD 21703

SET NO. FLAMINGO
VERSION 01
RELEASE NO. ----
DRAWN BY HT
DATE 08/02/20
OPTION

MODEL FLAMINGO MB
DRAWING TITLE FRONT ELEVATIONS

OPTION DESCRIPTION

SHEET NO. A-1

4

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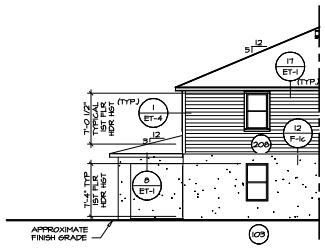
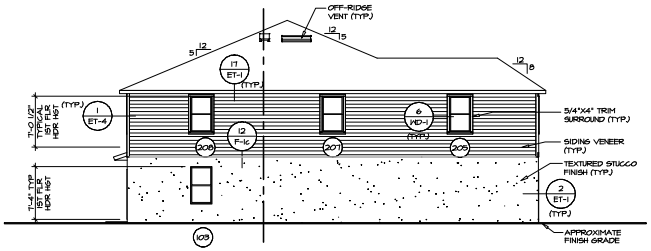
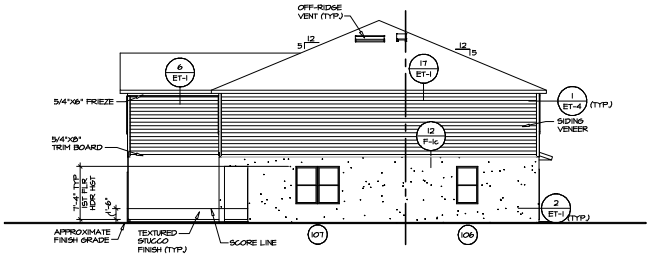


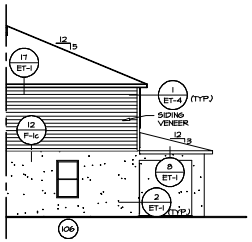
4 A-2 **PARTIAL LEFT ELEVATION**
SCALE: 1/8" = 1'-0"
END UNIT - WALL EXTERIOR TO FIRE SEPARATION "SA1" W/ OPT. LANAI "EPL"



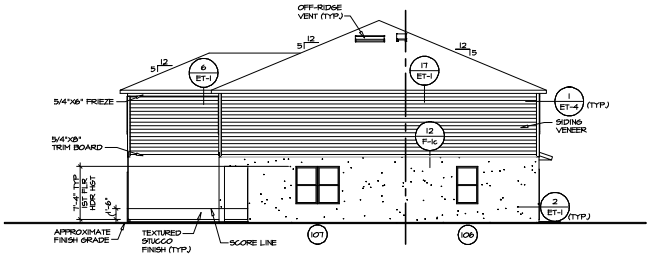
1 A-2 **LEFT SIDE ELEVATION**
SCALE: 1/8" = 1'-0"
ELEVATION "A" "ELA" END UNIT - WALL EXTERIOR TO FIRE SEPARATION "SA1"



2 A-2 **RIGHT SIDE ELEVATION**
SCALE: 1/4" = 1'-0"
ELEVATION "B" "ELB" END UNIT - FIRE SEPARATION WALL TO EXTERIOR "SA4"



5 A-2 **PARTIAL RIGHT ELEVATION**
SCALE: 1/8" = 1'-0"
END UNIT - FIRE SEPARATION WALL TO EXTERIOR "SA4" W/ OPT. LANAI "EPL"



3 A-2 **RIGHT SIDE ELEVATION**
SCALE: 1/4" = 1'-0"
ELEVATION "C" "ELC" END UNIT - FIRE SEPARATION WALL TO EXTERIOR "SA4"

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REMARKS

REV. NO.	DATE

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Frederick, MD 21703

SET NO. FLAMWB
VERSION 01
RELEASE NO. ----
DRAWN BY HT
DATE 08/02/20
OPTION

SHEET NO. A-2

MODEL FLAMINGO WB
DRAWING TITLE SIDE ELEVATIONS

OPTION DESCRIPTION

5

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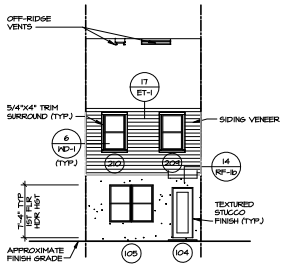
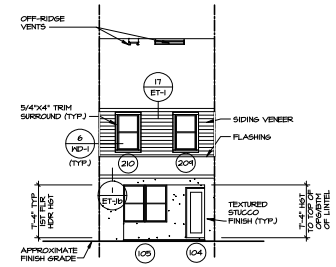


1 A-2b **REAR ELEVATION**

SCALE: 1/8" = 1'-0"

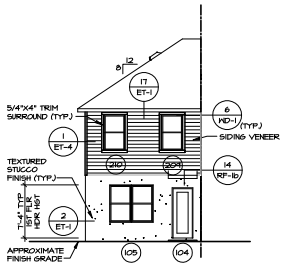
ELEVATION "B" "ELB"
ELEVATION "C" "ELC"
INTERIOR UNIT "SAO"



2 A-2b **REAR ELEVATION**

SCALE: 1/8" = 1'-0"

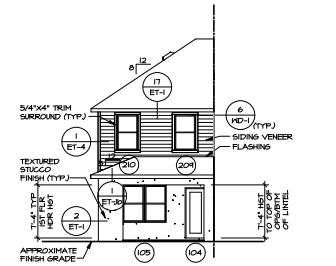
ELEVATION "B" "ELB"
ELEVATION "C" "ELC"
INTERIOR UNIT "SAO"
OPT. LANAI "EPL"



3 A-2b **REAR ELEVATION**

SCALE: 1/8" = 1'-0"

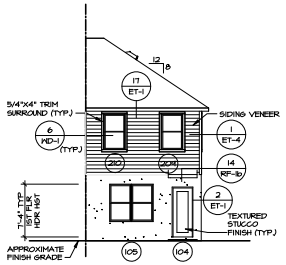
ELEVATION "B" "ELB"
ELEVATION "C" "ELC"
END UNIT - FIRE SEPARATION
WALL TO EXTERIOR "SAH"



4 A-2b **REAR ELEVATION**

SCALE: 1/8" = 1'-0"

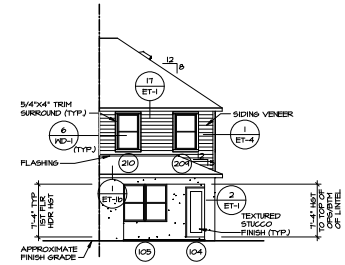
ELEVATION "B" "ELB"
ELEVATION "C" "ELC"
END UNIT - FIRE SEPARATION
WALL TO EXTERIOR "SAH"
OPT. LANAI "EPL"



5 A-2b **REAR ELEVATION**

SCALE: 1/8" = 1'-0"

ELEVATION "A" "ELA"
END UNIT - EXTERIOR TO
FIRE SEPARATION WALL "SAI"



6 A-2b **REAR ELEVATION**

SCALE: 1/8" = 1'-0"

ELEVATION "A" "ELA"
END UNIT - EXTERIOR TO
FIRE SEPARATION WALL "SAI"
OPT. LANAI "EPL"

REMARKS

REV. NO. DATE

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NVR

NVR, Inc.
Winchester Homes
5285 Westview Drive, Suite 100
Frederick, MD 21703

SET NO. FLAMINGO
VERSION 01
RELEASE NO. ----
DRAWN BY HT
DATE 08/02/20
OPTION

SHEET NO. A-2b

MODEL FLAMINGO WB
DRAWING TITLE REAR ELEVATIONS

OPTION DESCRIPTION

6

C:\NVR\Active\FLAMINGO WB REAR EL.dwg Xrefs: Flamingo WB Rear Elevations.dwg 05/21/24 - 4:15 pm

June 16, 2021

Jorge Ballarena
Ballarena Construction
4750 W Commercial Blvd
Tamarac, FL 33319
(305) 592-8830

VIA Email: jb@ballarenagroup.com

Reference: **Environmental Assessment**
Ballarena Construction
Regina Drive
Fort Pierce, Florida
Parcel ID # 3403-501-0025-000-5

Dear Mr. Ballarena,

EDC, Inc. (EDC) has completed this Environmental Assessment (EA) for the above referenced property. The purpose of this evaluation was to conduct a review of the above listed parcels by means of site visit, review of available aerial photography, listed species review, review of soil resources, and review of environmental regulations pertaining to this parcel.

The following report details the findings of our on-site and desktop investigations of the properties as they pertain to the City of Fort Pierce developmental review regulations.

Please contact the undersigned if you have any questions regarding this report.

Respectfully submitted,
EDC, Inc.

Madison Quinones, BS
Field Biologist

ENGINEERS ◆ SURVEYORS ◆ ENVIRONMENTAL

ENVIRONMENTAL ASSESSMENT

Parcel ID: 3403-501-0025-000-5
SW Discovery Way
Port Saint Lucie, FL

Date: June 16, 2021
Project # 21-293

Prepared For:
Jorge Ballarena
Ballarena Construction
4750 W Commercial Blvd
Tamarac, FL 33319
(305) 592-8830
jb@ballarenagroup.com

Prepared By:
EDC, Inc.
10250 SW Village Parkway
Port St Lucie, Florida 34987
(772) 223-5200

The subject property evaluated as part of this Environmental Assessment consists of one tax parcel (Parcel ID # 3403-501-0025-000-5) comprised of 9.00 acres. The property is classified by the St. Lucie County Property Appraiser as Vacant Residential (land use code 0000) and is located within the Future Land Use and Zoning Designation of Medium Density Residential (RM and R-4). The subject property is located off the southwest corner of E Weatherbee Road and Regina Drive in Fort Pierce, Florida. The subject property is further located within Section 03, Township 36 South, and Range 40 East.

This environmental assessment was completed as a precursor to permitting and review by governmental agencies as an applicable document for the supporting information associated with a building permit or land development application. EDC, Inc. staff visited the property on June 2, 2021 in order to ascertain the status and composition of any critical habitats, such as wetlands and native uplands that may be onsite.

VEGETATION:

It is the opinion of EDC that there is no native upland habitat located on site. The upland habitat consisted of the following FLUCCS (Florida Land Use & Cover Classification System) code; Urban Land in transition without positive indicators of intended activity (193). It is important to note that there is native vegetation present, but the native vegetation does not have significant associations and is therefore not considered to be native habitat. Significant exotic vegetation associations were found along the canal adjoining the western property boundary and along Poinsettia Avenue adjoining the southern property boundary. In addition, the understory of the subject property has been cleared and maintained. The following table lists a representative sample of vegetative species observed during the site visit:

Common Name	Species Name
Cabbage Palm	*Sabal Palmetto*
Wax Myrtle	*Myrica cerifera*
Slash Pine	*Pinus elliottii var. densa*
Saw Palmetto	*Serenoa repens*
Live Oak	*Quercus virginiana*
St. Augustine Grass	*Stenotaphrum secundatum*
Fakahatchee Grass	*Tripsacum dactyloides*
Elderberry	*Sambucus nigra (subsp.) canadensis*
Common Cattail	*Typha latifolia*
Grapevine*	*Vitis rotundifolia*
Dog Fennel*	*Eupatorium capillifolium*
Brazilian Pepper**	*Schinus terebinthifolia*
Earleaf Acacia**	*Acacia auriculiformis*
Cogongrass**	*Imperata cylindrica*
Rosary Pea**	*Abrus precatorius*
Creeping Oxeye**	*Sphagneticola trilobata*
Johnson Grass**	*Sorghum halepense*
Caesar Weed**	*Urena lobata*
Carrotwood**	*Cupaniopsis anacardioides*
Old World Climbing Fern**	*Lygodium microphyllum*
Air Potato**	*Dioscorea bulbifera*

***Nuisance Vegetation**
****Exotic/Invasive Vegetation**

WETLAND DELINEATION:

According to aerial photographs and site visit, it appears that there are no State jurisdictional wetlands on site. Based on the State definition, a wetland consists of three components: 1) hydric soils, 2) wetland plants, and 3) hydrologic indicators. None of these components were found during the field reconnaissance on the property. However, there is a lake less than 10 acres in size located off the center of the northern property boundary of the subject property. The lake was excavated around 1994 according to Google Earth aerial images.

Please refer to the attached Florida Land Use and Cover Classification System (FLUCCS) map for the approximate location of the habitats identified onsite.

WILDLIFE EVALUATION:

EDC, Inc. conducted a pedestrian survey throughout the property to investigate for the presence of any plant or animal State/Federally listed species. Potentially occupied gopher tortoise (*Gopherus polyphemus*) burrows were observed on site. Prior to any land clearing activities, a Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit obtained by an Authorized Gopher Tortoise Agent, is required to relocate the tortoises. Please refer to attached site maps for location of identified gopher tortoise burrows. Each burrow was marked in the field with orange flagging. Please note that a 100% Gopher Tortoise Survey was not conducted during the site reconnaissance and will be required to obtain the relocation permit.

No other listed animal or plant species were observed on site.

SOIL COMPOSITION:

Based on a review of the U.S. Department of Agriculture (USDA) Web Soil Survey the subject property is composed of:

Ankona and Farmton sands – The Ankona and Farmton series consist of very deep, very poorly drained, slowly permeable soils. These sands formed in sandy and loamy marine sediments. A water table is within depths of 6 to 18 inches for 1 to 4 months, primarily in the winter and early spring and it is at depths of 18 to 40 inches for 6 months or more during the rest of the year in most years. Ankona and Farmton soils are found in broad flats and depressional areas. Typical vegetation consists of longleaf pine, slash pine, saw palmetto, wax myrtle, gallberry, fetterbush, creeping bluestem, chalky bluestem, lopsided Indian grass, low panicums and pineland threeawn. Depressional areas are dominated by marsh vegetation consisting of maidencane, cutgrass, sand cordgrass, and St. John's wort.

Riviera sand, frequently ponded, 0 to 2% slopes – This poorly drained, nearly level soil is found in hammocks and along drainage ways. The surface layer is dark gray brown fine sand about 5 inches thick. The soil has a water table at a depth of less than 10 inches for 2 to 4 months in most years and at a depth of 10 to 30 inches for most of the rest of the year. Permeability is rapid in the surface and subsurface layers and is slow to very slow in the subsoil, and rapid in the substratum. Natural vegetation includes cabbage palms and scattered longleaf pine and slash pine and an understory of wax myrtle and saw palmetto. The most common native grasses are pineland threeawn and blue maidencane. Broom sedges, creeping bluestem, paspalum, sand cordgrass and panicums are typical grasses for this soil.

Waveland sand – This is a nearly level, poorly drained soil found in broad open areas of the flatwoods. The natural vegetation associated with this soil type is slash pine and an understory of saw palmetto, gallberry, fetterbush, running oak, and dwarf huckleberry. Grasses are pineland threeawn, bluestem and panicum. Typically, the surface layer is dark gray sand with a

light gray and grayish brown subsurface layer. Under natural conditions, this soil is not suited to cultivate crops or for pasture because of ponding. However, if intensive management, soil improving measures and a good water control system are implemented, the soil is suitable for vegetable crops and pasture.

Immokalee fine sand – This is a poorly drained soil is found in broad areas of flatwoods. Typically the surface layer is very dark gray fine sand about 6 inches thick. The subsurface layer extends to a depth of 35 inches and is fine sand. The seasonal high water table in Immokalee soil is at a depth of 6 to 8 inches from June through September. During the remainder of the year it is typically at a depth of 18 to 40 inches. Natural vegetation consists of slash pine and scattered oak with an understory of saw palmetto, gallberry, fetterbush, pineland threeawn, chalky bluestem, and Indian grass. This soil is poorly suited for crops and citrus. Water control measures are needed to overcome excessive wetness.

SITE HISTORY:

After reviewing aerial images provided by Google Earth and the St. Lucie County Property Appraiser, the lake located onsite was excavated around 1994. During the same time period, large clearings are evident in the 1994 aerial in the northwest and southeast corners of the property as well as smaller clearings evident throughout the site. From 1994 to the present, additional clearing of the site has occurred and the understory has been cleared and maintained.

CITY OF FORT PIERCE REGULATIONS:

The following lists the City of Fort Pierce Code of Ordinances that pertain to the subject property. As part of the local approval process, the applicant will be required to comply with the below items.

Section 123-64: *No person shall remove a protected tree situated on land within the city, without first obtaining a tree removal permit. Any native tree at least 14 inches in DBH and palms which have a minimum clear trunk (CT) of 10 feet, shall be preserved and protected (**Sec. 123-66**).*

Protected trees, as described above, were identified on site. A tree removal permit and associated tree survey will be required prior to the clearing and development of land.

Section 123-66.d: *Mitigation is required for the loss of protected trees via onsite preservation, relocating, or replanting and shall exceed the minimum landscape requirements. In addition, replacement trees shall be replaced at a ratio of one inch DBH for each inch of DBH removed. If onsite mitigation is not suitable for project development, the applicant may, with city approval, contribute monies in satisfaction of the applicant's mitigation requirement of which will be placed in a fund entitled the City of Fort Pierce Tree Preservation Funds.*

This site will require a tree mitigation plan as part of the building permit or land development application process due to the existence of protected trees located on site.

SUMMARY:

The subject property evaluated as part of this Environmental Assessment consists of one tax parcel (Parcel ID # 3403-501-0025-000-5) comprised of 9.00 acres. The property is classified by the St. Lucie County Property Appraiser as Vacant Residential (land use code 0000) and is located within the Future Land Use and Zoning Designation of Medium Density Residential (RM and R-4). The subject property is located off the southwest corner of E Weatherbee Road and Regina Drive in Fort Pierce, Florida. The subject property is further located within Section 03, Township 36 South, and Range 40 East.

It is the professional opinion of EDC that no native upland or wetland habitats are located on site. However, protected trees (any native tree with at least 14 inches DBH and/or palm with a minimum CT of 10 feet) were observed on site and a tree removal permit, and associated tree survey, will be required prior to the clearing and development of land. This will also require the submittal of a tree mitigation plan as part of the building permit or land development application process.

Lastly, evidence of the listed species gopher tortoise (*Gopherus polyphemus*), was observed during the site reconnaissance. Prior to any land clearing activities, a Florida Fish and Wildlife Conservation Commission (FFWCC) Gopher Tortoise Permit obtained by an Authorized Gopher Tortoise Agent, is required to relocate the tortoises. Please refer to the attached site maps for location of identified gopher tortoise burrows. Each burrow was marked in the field with orange flagging. Please note that a 100% Gopher Tortoise Survey was not conducted during the site reconnaissance and will be required to obtain the relocation permit.

ENGINEERS SURVEYORS ENVIRONMENTAL

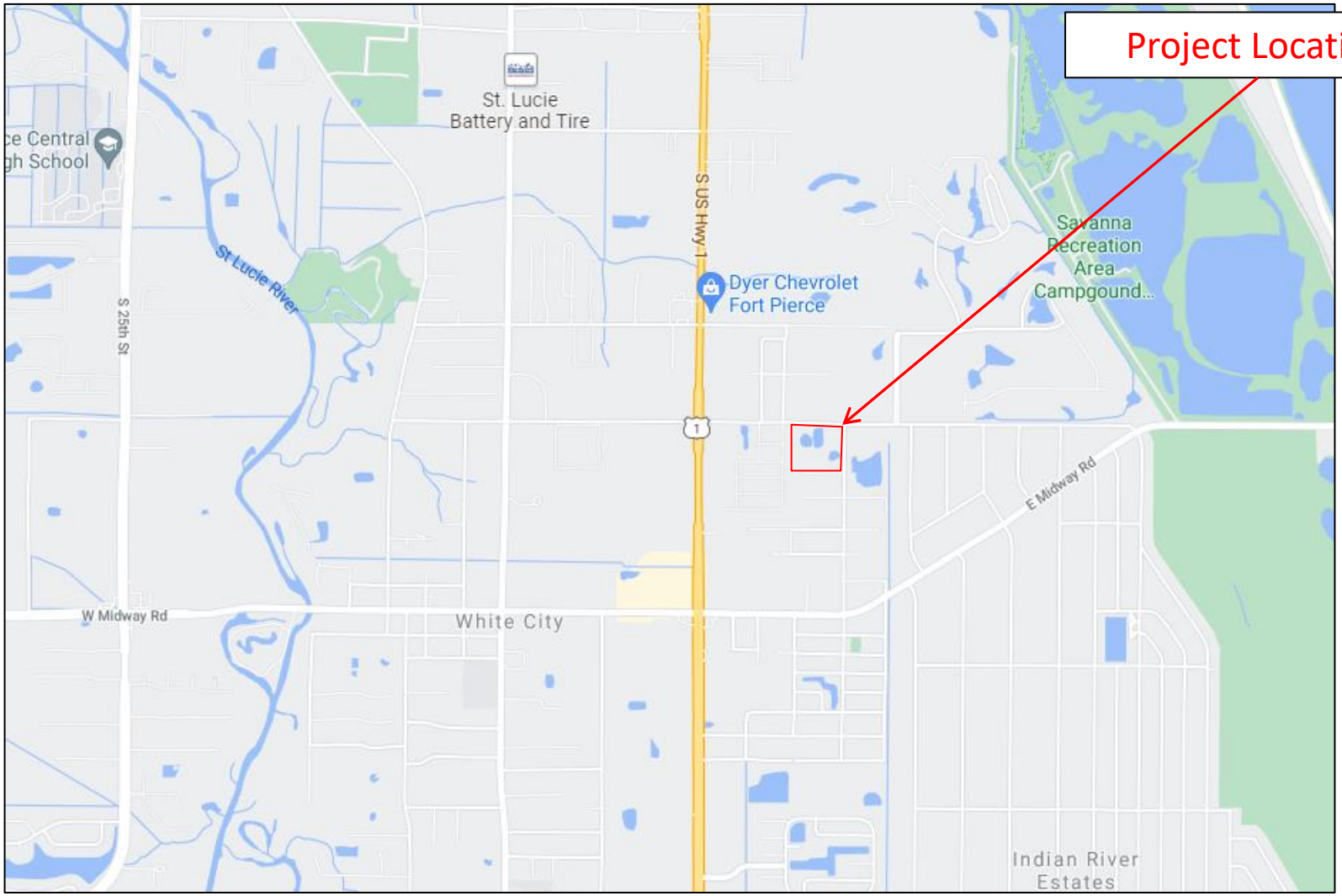
Environmental Assessment

Regina Drive

Fort Pierce, Florida

Location Map

Project: 21-293	Ballarena Construction	06/16/2021



ENGINEERS SURVEYORS ENVIRONMENTAL

Environmental Assessment

Regina Drive

Fort Pierce, Florida

Property Appraiser Map

Project: 21-293	Ballarena Construction	06/16/2021



ENGINEERS SURVEYORS ENVIRONMENTAL

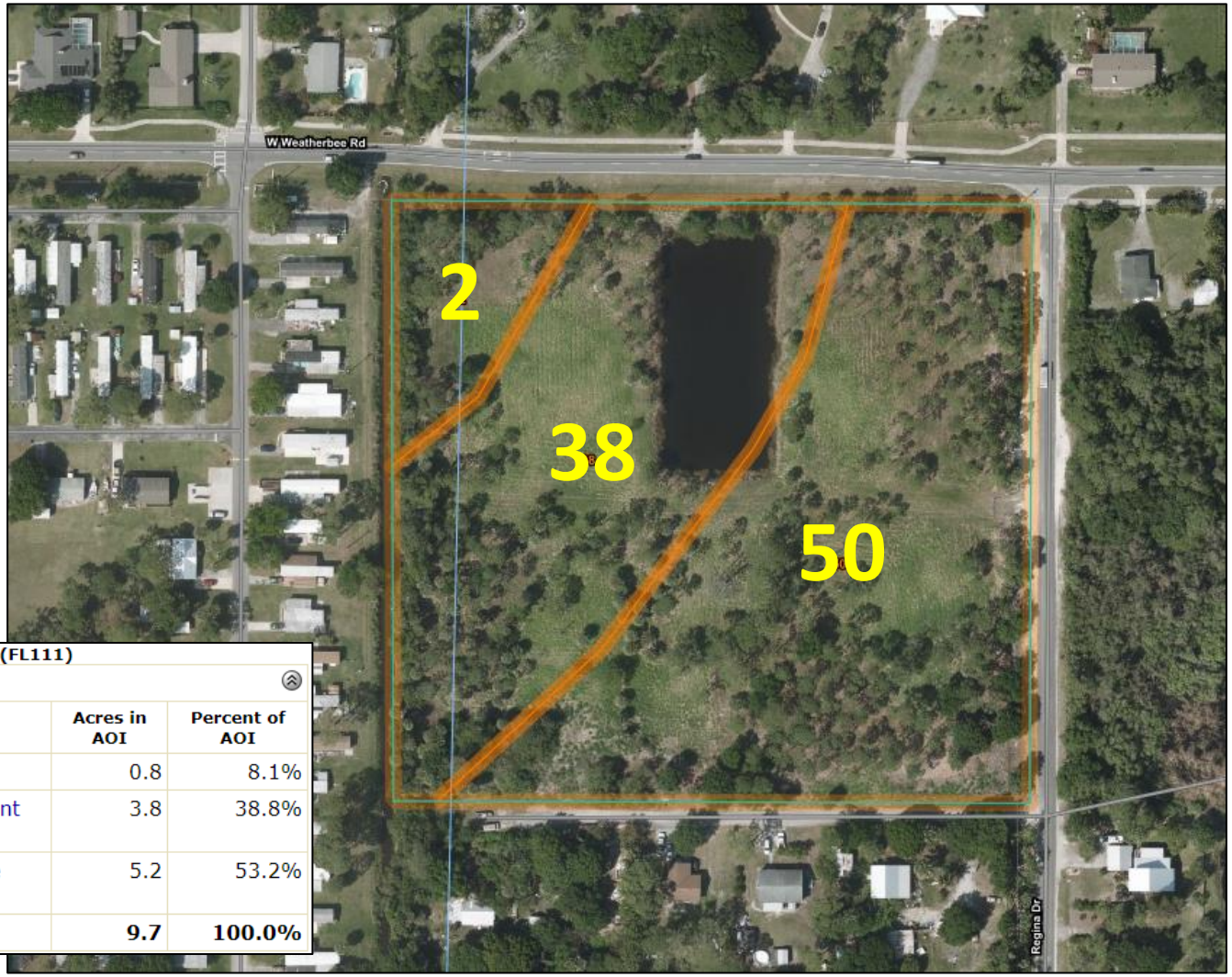
Environmental Assessment

Regina Drive

Fort Pierce, Florida

Soil Map

Project: 21-293	Ballarena Construction	06/16/2021



St. Lucie County, Florida (FL111)

St. Lucie County, Florida (FL111)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
2	Ankona and Farmton sands	0.8	8.1%
38	Riviera fine sand, 0 to 2 percent slopes	3.8	38.8%
50	Waveland and Immokalee fine sands	5.2	53.2%
Totals for Area of Interest		**9.7**	**100.0%**

ENGINEERS ◔ SURVEYORS ◔ ENVIRONMENTAL

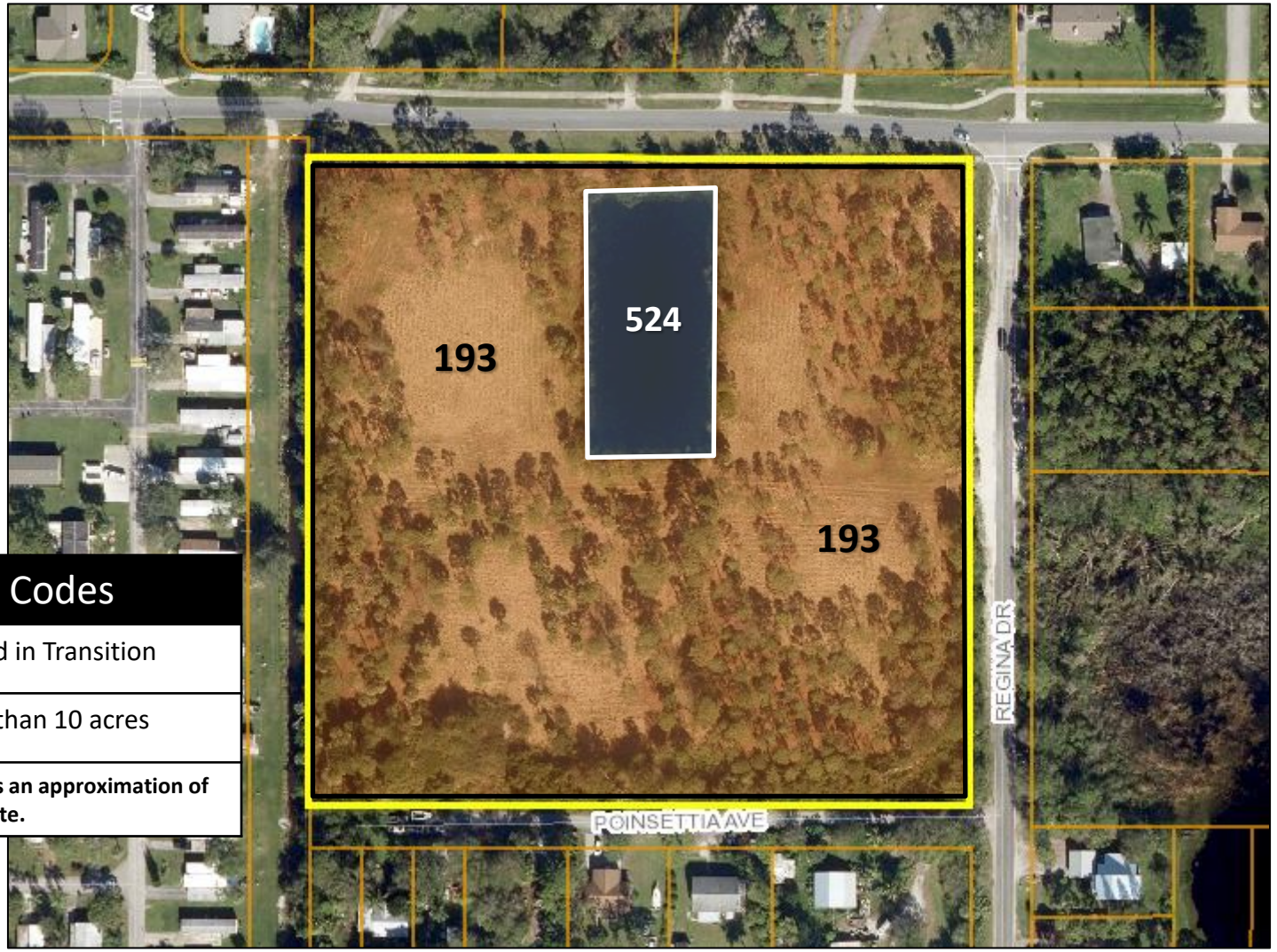
Environmental Assessment

Regina Drive

Fort Pierce, Florida

Florida Land Use, Cover and Forms Classification System (FLUCCS) Map

Project: 21-293	Ballarena Construction	06/16/2021



FLUCCS Codes	
193	Urban Land in Transition
524	Lakes less than 10 acres

***This map demonstrates an approximation of habitat boundaries on site.**

ENGINEERS SURVEYORS ENVIRONMENTAL

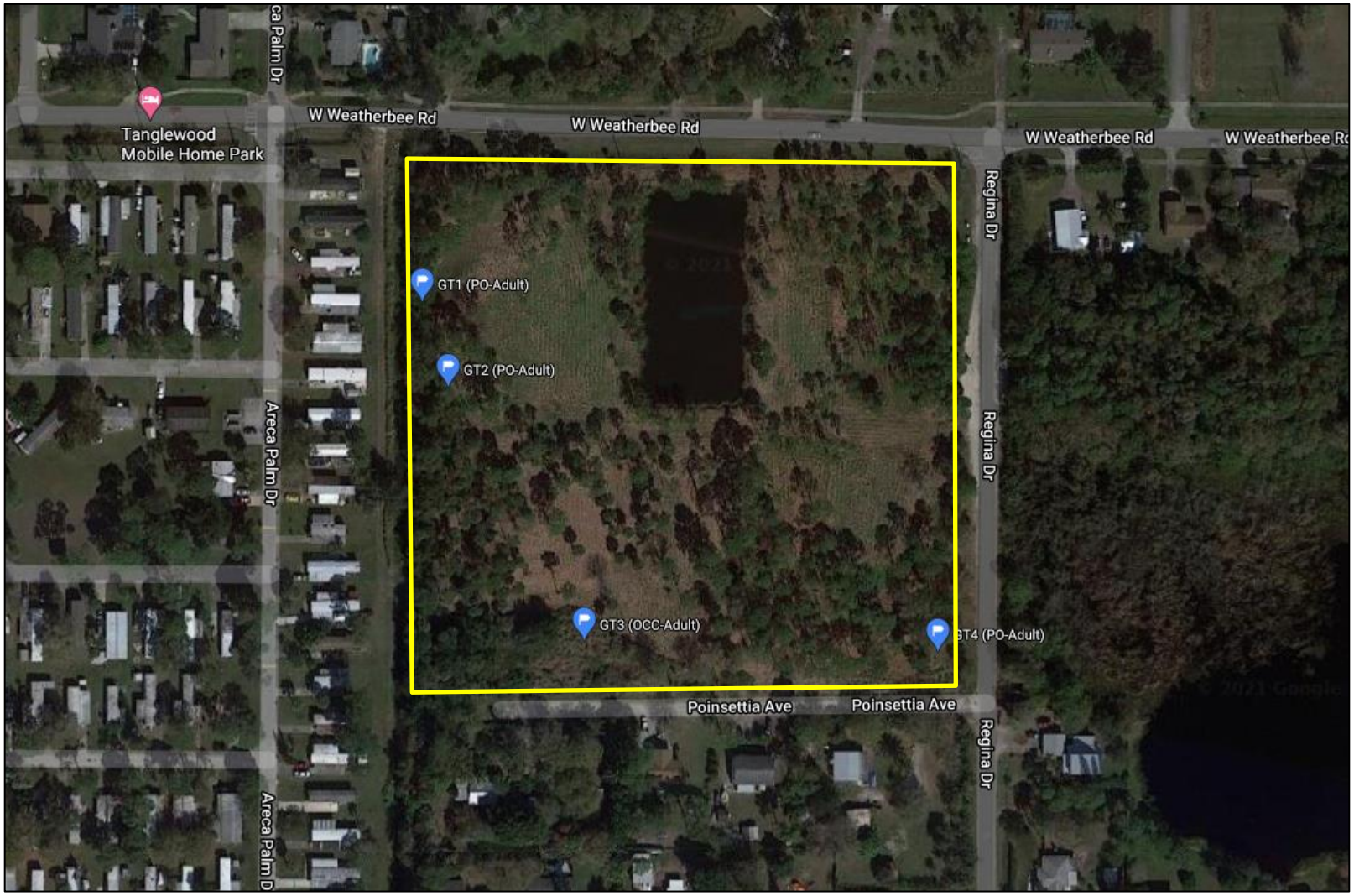
Environmental Assessment

Regina Drive

Fort Pierce, Florida

Gopher Tortoise Location Map

Project: 21-293	Ballarena Construction	06/16/2021



ENGINEERS SURVEYORS ENVIRONMENTAL

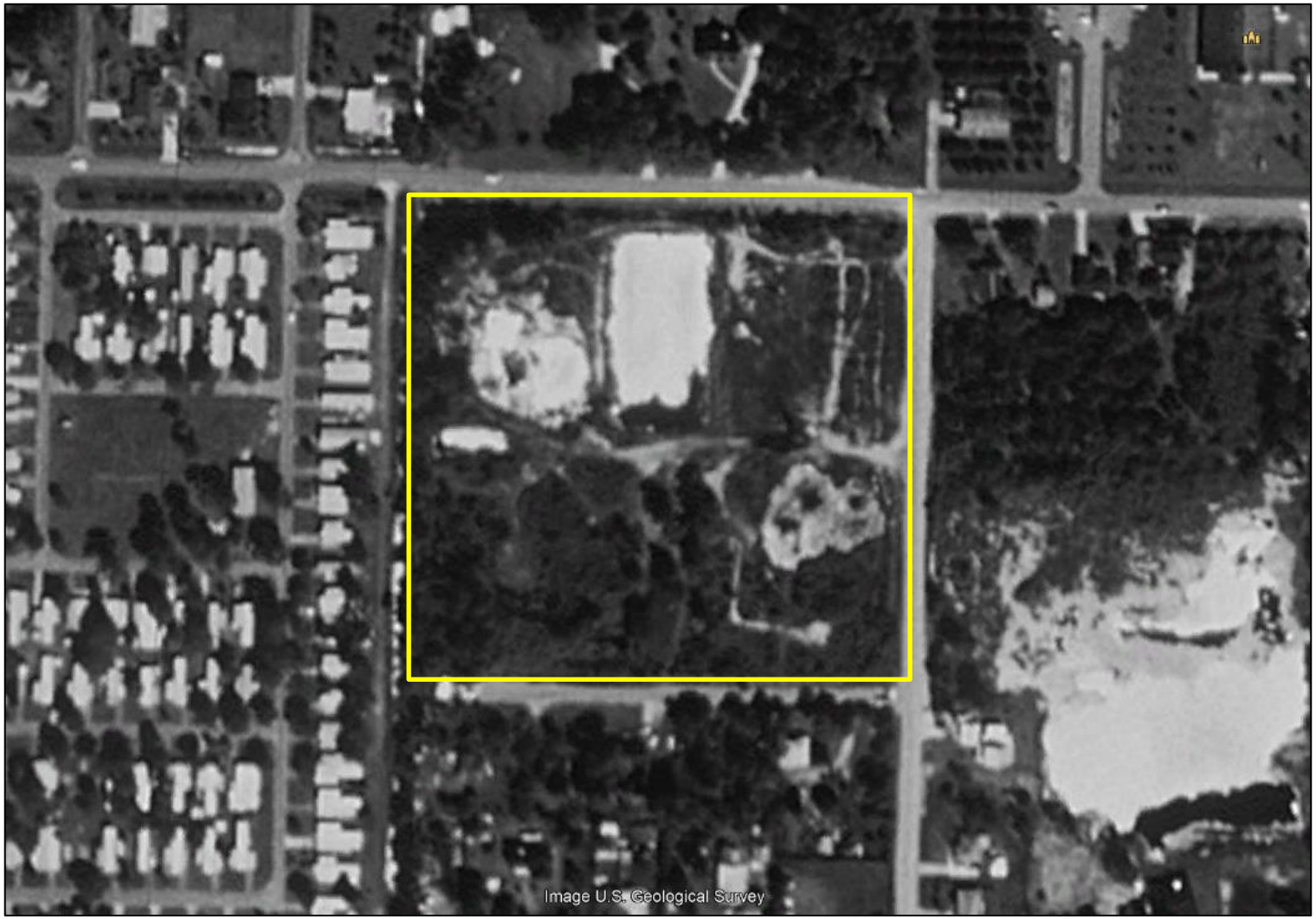
Environmental Assessment

Regina Drive

Fort Pierce, Florida

1994 Google Earth Aerial

Project: 21-293	Ballarena Construction	06/16/2021



O'ROURKE
ENGINEERING & PLANNING

A TMC Company

TRAFFIC ANALYSIS

FOR

407 E. Weatherbee

Prepared for:

Santiago Silva & Martin Ugarte
IVY DEVELOPMENT COMPANY
12555 Orange Dr.
Davie, FL 33330

Prepared by:

O'Rourke Engineering & Planning
3725 SE Ocean Blvd, Suite 201
Stuart, Florida 34996
772-781-7918

July 9, 2024
SR21062.0

Prepared by: O'Rourke Engineering & Planning Certificate of Authorization: #26869 3725 SE Ocean Blvd, Suite 201 Stuart, Florida 34996 772-781-7918	Professional Engineer Susan E. O'Rourke, P.E. Date signed and sealed: 07/09/2024 License #: 42684

July 09, 2024

Mr. Santiago Silva & Mr. Martin Ugarte
Ivy Development Company
12555 Orange Dr.
Davie, FL 33330

Re: 407 E. Weatherbee, Fort Pierce FL

Dear Mr. Santiago & Mr. Ugarte:

O'Rourke Engineering & Planning has completed the analysis of the proposed development located on Weatherbee Road west of Regina Drive and north of Poinsettia Avenue in Ft. Pierce, St. Lucie County, Florida. The steps in the analysis and the ensuing results are presented herein.

It has been a pleasure working with you. If you have any questions or comments, please give me a call.

Respectfully submitted,

O'Rourke Engineering & Planning

Susan E. O'Rourke, P.E.
Registered Civil Engineer

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APPENDICES

APPENDIX A: Site Plan
APPENDIX B: St. Lucie County 2024 Level of Service Report and FDOT 2023 Quality Level of Service
APPENDIX C: Other Project Data/Growth Rate
APPENDIX D: Intersection Analysis Data
APPENDIX E: Driveway Analysis Data

INTRODUCTION

O'Rourke Engineering & Planning was retained to prepare a traffic analysis for the proposed 407 E. Weatherbee development located on Weatherbee Road, north of Poinsettia Avenue, west of Regina Drive in Ft. Pierce, St. Lucie County, Florida. The project takes access from a full access driveway on Weatherbee Road. The purpose of this report is to determine the project's impact on the surrounding roadway system and its compliance with concurrency requirements.

In order to make the determination, the following analytical steps were taken:

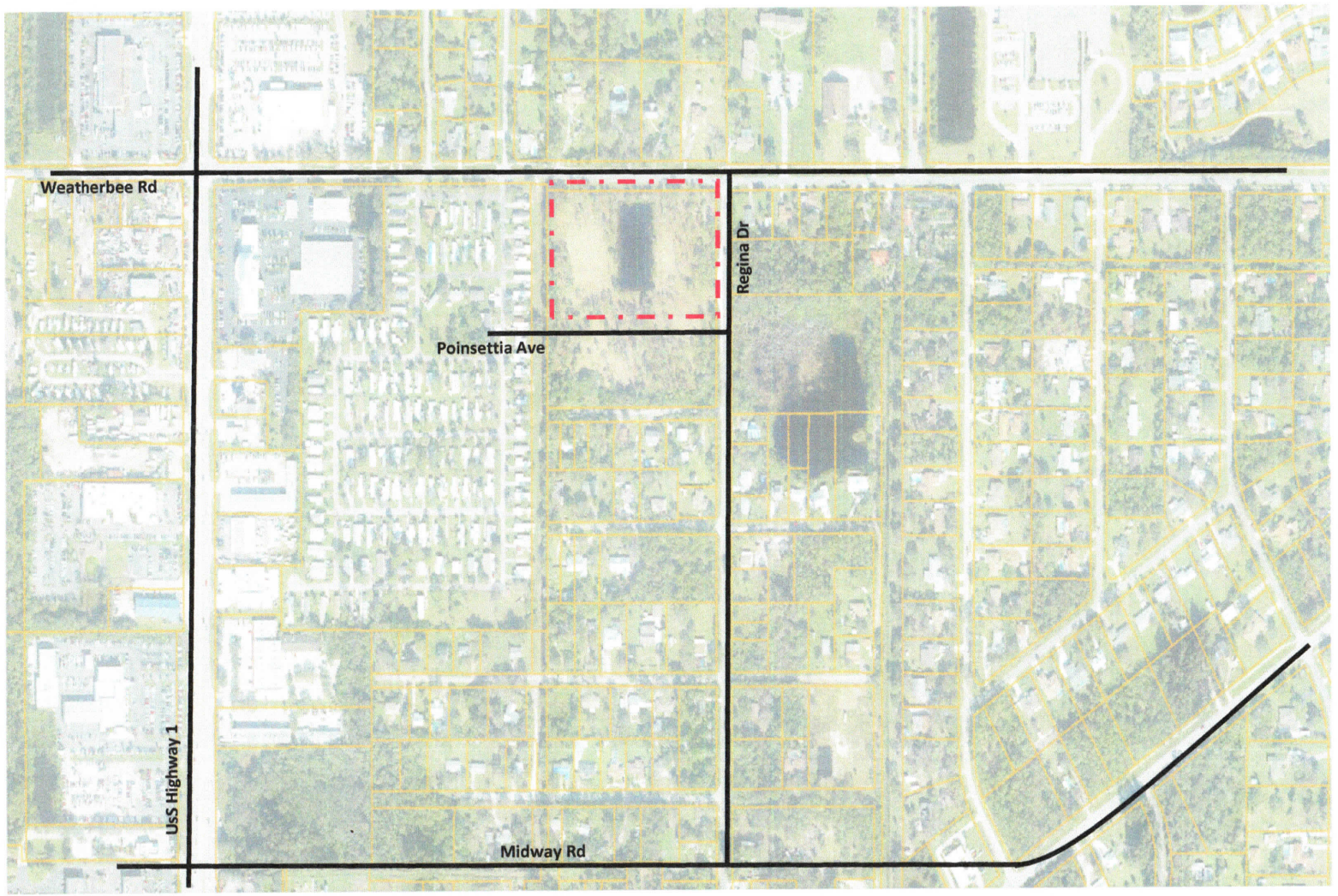
- summary of the project
- summary of existing lane geometrics
- summary of the existing traffic volumes
- assessment of project traffic
- determination of study area
- assignment other traffic plus growth
- evaluation of total traffic

Each of these steps is outlined herein.

PROJECT DESCRIPTION

The 407 E. Weatherbee development proposes 114 Low Rise multi-family units. The project is expected to be completed in 2026. The site is currently vacant. The project's general location is shown in **Figure 1**.

Appendix A includes a site plan of the project.



NTS

O'ROURKE ENGINEERING & PLANNING

3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number: SR21062.0 | Date: 07/10/2024

Legend

= Site Location

Figure 1

Project Location

407 E. Weatherbee

EXISTING CONDITIONS

The study area is defined as the roadways upon which the project has an impact of 5% of the level of service capacity of the roadway and 1% on the adjacent link. Once the project traffic was assigned, the study area was refined based on the impact percentages.

The study area roadways were defined in terms of existing lane geometrics and existing traffic volumes.

Existing Lane Geometrics and Traffic Control

The study area was reviewed to determine the existing number and type of lanes, and the traffic control along the roadway. Each roadway is described below.

- Weatherbee Road is a two-lane urban collector with a general east/ west alignment.
- US Highway 1 is a four-lane urban principal arterial with a north/south alignment.
- Regina Drive is a two-lane local roadway with a north/south alignment.
- Midway Road is a two-lane urban minor arterial roadway with an east/west alignment.

Existing Traffic Volumes/ Service Volume

Traffic volumes were obtained from the St. Lucie County TPO and FDOT. The count data along with the number of lanes and the associated peak hour/peak direction service volumes will be summarized in the upcoming sections of the report. The service volumes were developed based on the functional classification contained in the County Comprehensive Plan and the St. Lucie County Traffic Counts and Level of Service Report. The 2023 FDOT Quality Level of Service was used to augment data included in the St. Lucie TPO 2024 Level of Service Report. These documents are included in **Appendix B.**

PROJECT TRAFFIC

To estimate traffic generated by the development, the ITE Trip Generation, 11th Edition trip rates for Single Family (Land Use Code 215) were applied to estimate the trips generated by the proposed development. These calculations are shown in **Tables 1a, 1b, and 1c**.

As shown, the project will generate 1,173 new daily trips. There will be 86 AM peak hour trips with 22 entering the project and 64 trips exiting the project. The project will generate 115 new PM peak hour trips. There will be 68 trips entering the project and 47 trips exiting the project in the PM peak hour.

Table 1A - Trip Generation - Daily

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Single- Family Attached Housing	215	114	DU	T=7.62(X)-50.48	50%	50%	587	586	1,173
Total							**587**	**586**	**1,173**

Source: Trip Generation Manual 11th Edition

Table 1B - Trip Generation - AM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Single- Family Attached Housing	215	114	DU	T=0.52(X)-5.70	25%	75%	22	64	86
Total							**22**	**64**	**86**

Source: Trip Generation Manual 11th Edition

Table 1C - Trip Generation - PM Peak Hour

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Single- Family Attached Housing	215	114	DU	T=0.60(X)-3.93	59%	41%	68	47	115
Total							**68**	**47**	**115**

Source: Trip Generation Manual 11th Edition

PROJECT DISTRIBUTION/ ASSIGNMENT/IMPACT

The project traffic was distributed by general geographic direction and then assigned to the roadway network.

Distribution/ Assignment – This general distribution led to an assignment of trips based on the anticipated ultimate destinations and the roadway paths used to reach those destinations. The project assignment is shown in **Figure 2.**

Impact – Tables 2a and 2b summarize the project impact as a percent of service volume capacity. Significant is defined as 1% or more on an adjacent link and 5% or more on all other links. As shown, the project is significant on E. Weatherbee Road.

OTHER PROJECT TRAFFIC/GROWTH RATE

Existing traffic volumes on Weatherbee Road were grown using a 5-year historical growth rate. The historical growth rate was calculated as 1.01% using the historical AADT from FDOT Florida Traffic Online from 2018 to 2023. Therefore, a minimum growth rate of 2.5% was applied to the analysis. Fort Pierce planners indicated an expansion to the Gator Acres residential development is proposed. The application and traffic analysis have not yet been submitted. However, it is expected there is sufficient capacity on Weatherbee Road to accommodate the expansion. Additionally, there is a proposed self-storage warehouse being proposed in the vicinity of the project. The trips associated with this project were included as committed trips in the analysis.

Details of the background traffic are included in **Appendix C**.

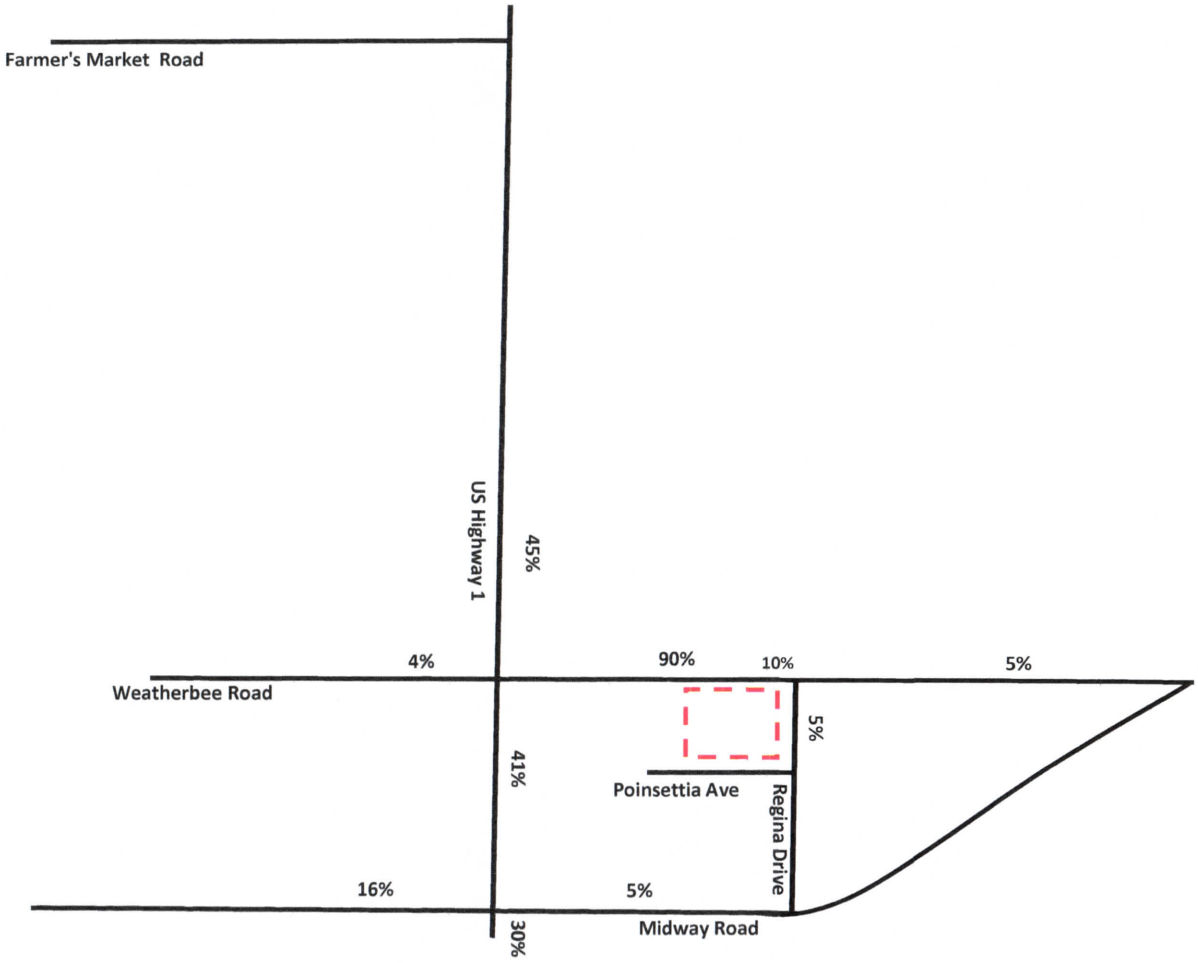
LINK ANALYSIS / REVIEW

The adjacent link of Weatherbee Road was analyzed further to ensure it will meet concurrency. **Tables 3a and 3b** summarize the results of the link analysis. As shown, all roadways will operate at acceptable levels of service at project buildout.

INTERSECTION ANALYSIS

The intersection of US Highway 1 at W. Weatherbee Road was analyzed for the AM and PM peak hours. A turning movement count was conducted at the intersection on June 29, 2021. A peak season factor of 1.09 was applied to the count, which is the average of the seasonal factor east of US 1 and west of US 1. Project traffic and background growth were then added. The existing, 2026 without project, and 2026 with project volumes were then analyzed using Highway Capacity Software HCS.

The intersection will operate at Level of Service C in the AM and D in the PM peak hours from existing conditions through project build out.



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O'ROURKE ENGINEERING & PLANNING

3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number: SR21062.0 | Date: 07/11/2024

Legend

= Site Location

Figure 2

Project Assignment

407 E. Weatherbee

TABLE 2a - Project Percent Impact - AM

Segment	From	To	Direction	IN/OUT	[2]Greater than 5% (1% on Adjacent Links)	(1) Peak Hour Service Capacity	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
US Hwy 1	E Midway Rd	E Weatherbee Rd	NB	IN	NO	2100	9	0.43%	41%
	E Midway Rd	E Weatherbee Rd	SB	OUT	NO	2100	26	1.24%	41%
	E Weatherbee Rd	Farmer's Market Rd	NB	OUT	NO	2000	29	1.45%	45%
	E Weatherbee Rd	Farmer's Market Rd	SB	IN	NO	2000	10	0.50%	45%
E Weatherbee Rd	US Hwy 1	Project Driveway	EB	IN	NO	750	20	2.67%	90%
	US Hwy 1	Project Driveway	WB	OUT	YES	750	58	7.73%	90%
	Project Driveway	E Midway Rd	EB	OUT	NO	750	3	0.40%	5%
	Project Driveway	E Midway Rd	WB	IN	NO	750	1	0.13%	5%
Regina Dr	E Midway Rd	Weatherbee Rd	NB	OUT	NO	790	3	0.38%	5%
	E Midway Rd	Weatherbee Rd	SB	IN	NO	790	1	0.13%	5%
E Midway Rd	US Hwy 1	Wallace St	EB	IN	NO	790	1	0.13%	5%
	US Hwy 1	Wallace St	WB	OUT	NO	790	3	0.38%	5%

(1) St. Lucie County 2024 Traffic Counts and LOS Report

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	86
Net In:	22
Net Out:	64

TABLE 2b - Project Percent Impact - PM

Segment	From	To	Direction	IN/OUT	[2]Greater than 5% (1% on Adjacent Links)	(1) Peak Hour Service Capacity	Project Volume Peak Direction	% Project of Capacity-Peak Hour	Project Percent Assignment
US Hwy 1	E Midway Rd	E weatherbee Rd	NB	IN	NO	2100	28	1.33%	41%
	E Midway Rd	E weatherbee Rd	SB	OUT	NO	2100	19	0.90%	41%
	E Weatherbee Rd	Farmer's Market Rd	NB	OUT	NO	2000	21	1.05%	45%
	E Weatherbee Rd	Farmer's Market Rd	SB	IN	NO	2000	31	1.55%	45%
E Weatherbee Rd	US Hwy 1	Project Driveway	EB	IN	YES	750	61	8.13%	90%
	US Hwy 1	Project Driveway	WB	OUT	YES	750	42	5.60%	90%
	Project Driveway	E Midway Rd	EB	OUT	NO	750	2	0.27%	5%
	Project Driveway	E Midway Rd	WB	IN	NO	750	3	0.40%	5%
Regina Dr	E Midway Rd	Weatherbee Rd	NB	OUT	NO	790	2	0.25%	5%
	E Midway Rd	Weatherbee Rd	SB	IN	NO	790	3	0.38%	5%
E Midway Rd	US Hwy 1	Wallace St	EB	IN	NO	790	3	0.38%	5%
	US Hwy 1	Wallace St	WB	OUT	NO	790	2	0.25%	5%

(1) St. Lucie County 2024 Traffic Counts and LOS Report

(2) According to the Guidelines prepared by the TPO and modified by the City and County

Two-Way:	115
Net In:	68
Net Out:	47

TABLE 3a - Link Analysis - AM

Segment	From	To	Direction	IN/OUT	[3]Greater than 5% (1% on Adjacent Links)	D Factor (4)	[1] 2024 Peak Hour Directional Volumes	[2] Growth Rate	2026 AM Peak Hour + Growth	AM Peak Hour Committed Projects Directional	2026 Growth + Committed Projects	Peak Hour Service Capacity	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity- Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
E Weatherbee Rd	US Hwy 1	Project Driveway	EB	IN	NO	0.37	223	2.50%	234	0	234	750	20	254	2.67%	YES	90%
	US Hwy 1	Project Driveway	WB	OUT	YES	0.63	379	2.50%	398	1	399	750	58	457	7.73%	YES	90%

(1) St. Lucie County 2024 Traffic Counts and LOS Report
(2) Area Wide Historical Growth
(3) According to the Guidelines prepared by the TPO and modified by the City and County
(4) D Factor calculation provided in Appendix

Two-Way:	86
Net In:	22
Net Out:	64
Years Grown:	2

TABLE 3b - Link Analysis - PM

Segment	From	To	Direction	IN/OUT	[3]Greater than 5% (1% on Adjacent Links)	D Factor (4)	[1] 2024 Peak Hour Directional Volumes	[2] Growth Rate	2026 PM Peak Hour + Growth	PM Peak Hour Committed Projects Directional	2026 Growth + Committed Projects	Peak Hour Service Capacity	Project Volume Peak Direction	Total Traffic (Peak Direction)	% Project of Capacity- Peak Hour	Does Project Meet Concurrency?	Project Percent Assignment
E Weatherbee Rd	US Hwy 1	Project Driveway	EB	IN	YES	0.53	379	2.50%	398	1	399	750	61	460	8.13%	YES	90%
	US Hwy 1	E Weatherbee Rd	WB	OUT	YES	0.47	336	2.50%	353	0	353	750	42	395	5.60%	YES	90%

(1) St. Lucie County 2024 Traffic Counts and LOS Report
(2) Area Wide Historical Growth
(3) According to the Guidelines prepared by the TPO and modified by the City and County
(4) D Factor calculation provided in Appendix

Two-Way:	115
Net In:	68
Net Out:	47
Years Grown:	2

DRIVEWAY ANALYSIS

The project will have one driveway. Driveway 1 will be a full access driveway on E. Weatherbee Road. **Figure 3** shows the driveway volumes for the AM and PM peak hours. Driveway 1 and Weatherbee Road were analyzed using HCS. The analysis shows the driveway will operate at an acceptable Level of Service B at project buildout.

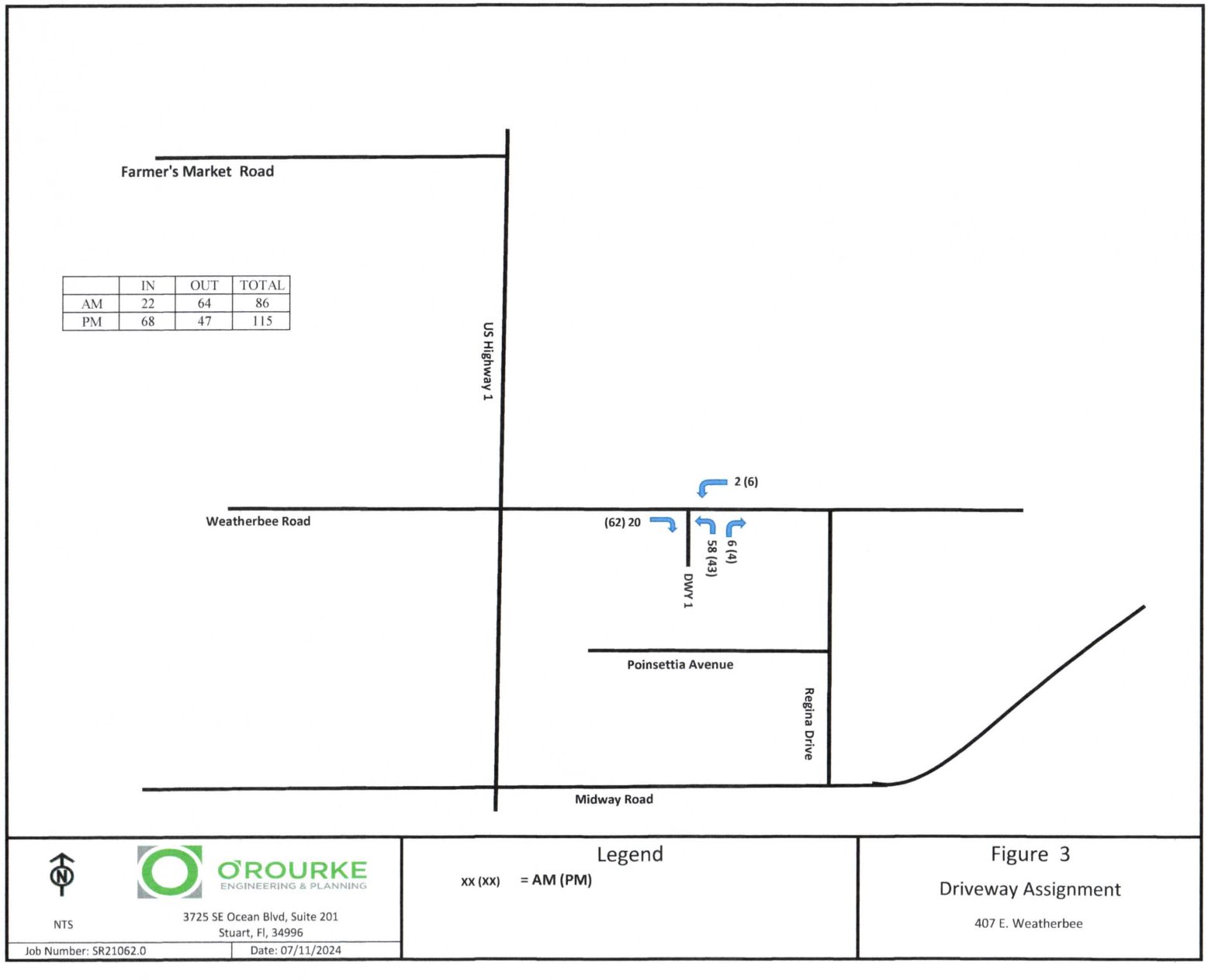
The project driveway was also analyzed to determine if turn lanes are warranted at the project driveway. The FDOT Access Management Guidebook 2023 was used to determine the need for a right-turn lane. With a speed limit of 45 MPH or less, a right-turn lane is recommended when right turning vehicles exceed 80 vehicles in the peak hour. With a peak hour right-turning volume of 62 vehicles, a right-turn lane is not recommended.

The need for a left-turn lane was evaluated using NCHRP 279 based on the percent of left turns and the approaching and opposing volumes. The left-turn volume is less than 1% of the approach traffic with an approach volume of 272 and an opposing volume of 309. Using the two-lane 40 MPH graph, a left-turn lane is not warranted.

Appendix E includes the driveway analysis and turn-lane data.

CONCLUSION

With 86 net AM peak hour trips and 115 net new PM peak hour trips, all links and intersections operate at acceptable levels of service with the existing roadway network. Therefore, the project meets the requirements for concurrency.



	IN	OUT	TOTAL
AM	22	64	86
PM	68	47	115

NTS

O'ROURKE ENGINEERING & PLANNING

3725 SE Ocean Blvd, Suite 201
Stuart, Fl, 34996

Job Number: SR21062.0 | Date: 07/11/2024

Legend

XX (XX) = AM (PM)

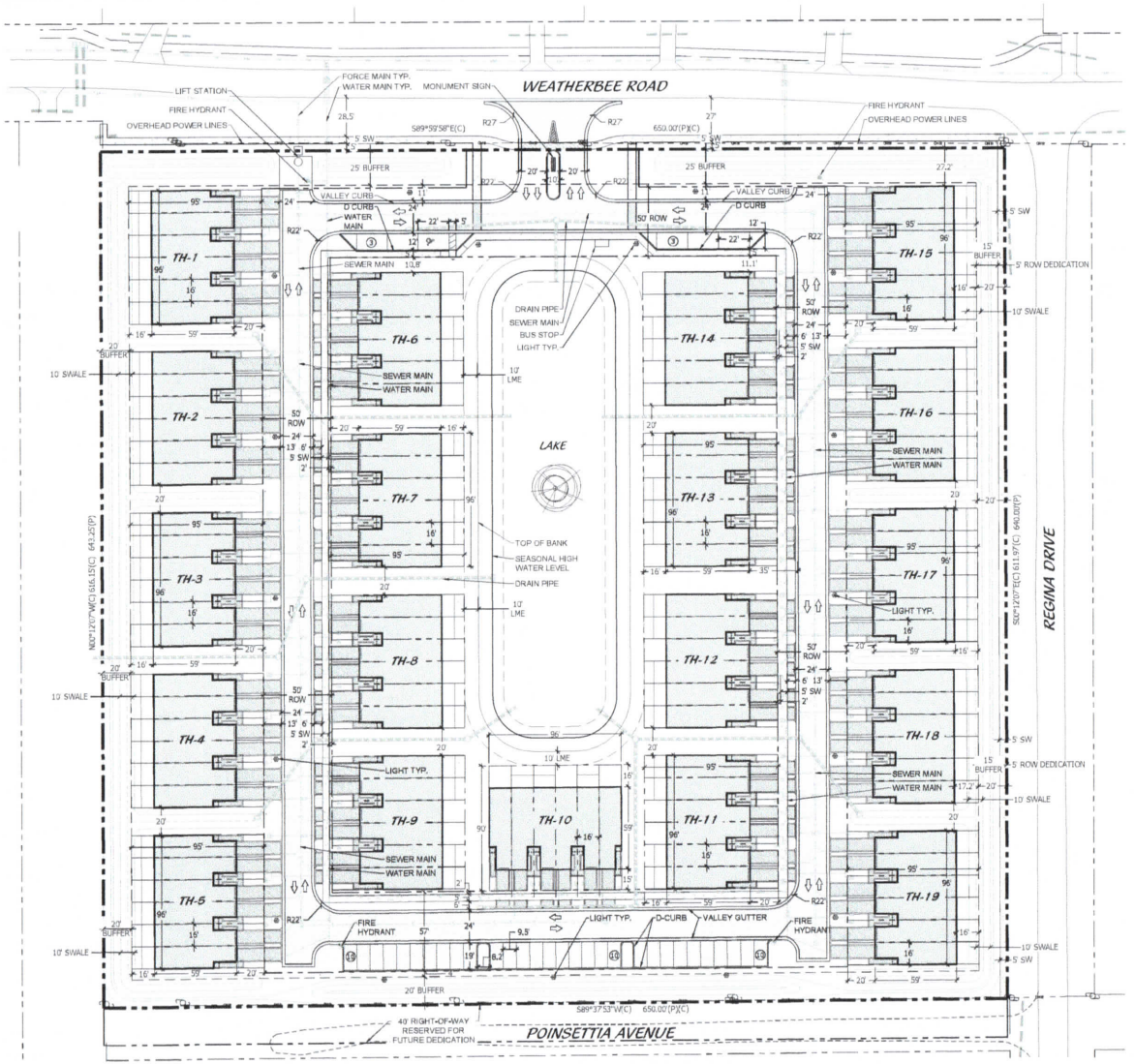
Figure 3

Driveway Assignment

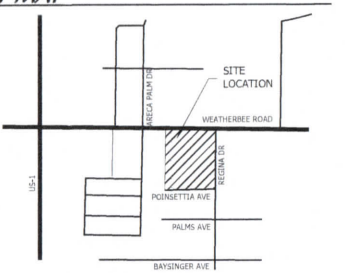
407 E. Weatherbee

APPENDIX A

SITE PLAN



KEY MAP



LEGEND

HC	HANDICAP	HC SIGN	PARKING LIGHT
LB	LANDSCAPE BUFFER	STOP SIGN	
SB	SETBACK	DO NOT ENTER	BUILDING/ACCENT LIGHT
SW	SIDEWALK	PEDESTRIAN CROSSING	
TYP	TYPICAL		

TREASURE TOWNHOMES SITE DATA

PARCEL: 340350100250005
4601 REGINA DRIVE

LAND USE	**RM**
ZONING	**R-4**
FIRM/FLOOD ZONE	**ZONE X, A; MAP # 12111C0279K**

BUILDING DATA

	ACRES	SQUARE FEET
TOTAL SITE AREA	**9.574**	**417,043**
TOTAL BUILDINGS (6 UNIT TOWNHOMES)	19	BUILDINGS
TOTAL PROPOSED UNITS	114	UNITS
DENSITY	12	UNITS/ACRE

PARKING CALCULATIONS

REQUIRED PARKING	228	SPACES
*1.5 SPACES PER UNIT		
PROVIDED PARKING		
OFF-STREET STANDARD PARKING	35	SPACES
OFF-STREET HANDICAPPED PARKING	1	SPACES
DRIVEWAY PARKING	114	SPACES
GARAGE PARKING	114	SPACES
TOTAL	**264**	SPACES

PERVIOUS/IMPERVIOUS CALCULATIONS

PERVIOUS	**ACRES**	**SQUARE FEET**	**PERCENT**
BUFFER TRACT	1.08	46,873	11.2%
LAKE MAINTANENCE EASEMENT	1.06	46,031	11.0%
40' WIDTH TRACT	0.41	17,916	4.3%
OTHER LANDSCAPE AREA	1.39	60,390	14.5%
SUB-TOTAL	**3.93**	**171,210**	**41.1%**
IMPERVIOUS	**ACRES**	**SQUARE FEET**	**PERCENT**
BUILDING COVERAGE	2.27	98,886	23.7%
VEHICULAR USE AREA	1.27	55,319	13.3%
PAVED DRIVEWAYS	0.79	34,213	8.2%
PATIOS	0.38	16,416	3.9%
SIDEWALKS, CONCRETE PADS	0.26	11,529	2.8%
WATER SURFACE	0.68	29,471	7.1%
SUB-TOTAL	**5.64**	**245,834**	**58.9%**
TOTAL	**9.574**	**417,043**	**100.0%**

LEGAL DESCRIPTION

LEGAL DESCRIPTION SOURCE (ORB 4723, PG. 2287):

LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 2; LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 3 AND THAT PART OF VACATED ENGLAR AVENUE ADJACENT THERETO, REGINA PALMS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 82, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 9.574 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (AS SURVEYED):

A PARCEL OF LAND LYING IN BLOCKS 2 AND 3, REGINA PALMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 82 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 2; THENCE SOUTH 00°12'07" EAST ALONG THE EAST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF REGINA DRIVE (A 60.00 FOOT RIGHT-OF-WAY) , A DISTANCE OF 611.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POINSETTIA AVENUE (A 40.00 FOOT RIGHT-OF-WAY)(AS LAID OUT AND IN SUE); THENCE SOUTH 89°37'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 650.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (A 60.00 FOOT CANAL RIGHT-OF-WAY); THENCE NORTH 00°12'07" WEST ALONG THE WEST LINE OF SAID BLOCKS 2 AND 3, A DISTANCE OF 616.15 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WEATHERBEE BOULEVARD (A 90.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 89°59'58" EAST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.163 ACRES, MORE OR LESS.

SITE PLAN

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 - Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Fort Pierce, Florida

A-1

DESIGNED ACE, LAH
DRAWN ACE, LAH
APPROVED DTS
JOB NUMBER 24-0303
DATE 06-24-24
REVISIONS

SHEET 1 OF 2

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APPENDIX B

ST. LUCIE COUNTY 2024 LEVEL OF SERVICE REPORT
&
FDOT 2023 QUALITY LEVEL OF SERVICE

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
LENNARD RD	WALTON RD to S OF SAVANNA CLUB BLVD	679	3,734	2021	790	258	C	0.33	245	C	0.31
LYNGATE DR	VETERANS MEMORIAL PKWY to MORNINGSIDE BLVD	306	10,212	2023	920	645	C	0.70	582	C	0.63
LYNGATE DR	MORNINGSIDE BLVD to US 1	306	10,212	2023	920	645	C	0.70	582	C	0.63
MARIPOSA AVE	LENNARD RD to HALLAHAN ST	166	6,758	2023	880	526	C	0.60	501	C	0.57
MCCARTY RD	WILLIAMS RD to MIDWAY RD	680	368	2022	540	27	C	0.05	25	C	0.05
MCCARTY RD	MIDWAY RD to OKEECHOBEE RD	681	300	2024	540	24	C	0.04	21	C	0.04
MCNEIL RD	OKEECHOBEE RD to KIRBY LOOP RD	682	5,510	2023	790	345	C	0.44	336	C	0.43
MCNEIL RD	KIRBY LOOP RD to EDWARDS RD	682	5,510	2023	540	345	D	0.64	336	D	0.62
MELALEUCA BLVD	LENNARD RD to GREEN RIVER PKWY	683	9,600	2024	920	613	C	0.67	586	C	0.64
MIDWAY RD	EAST TORINO PKWY to MILNER DR	134	25,500	2024	880	1,275	F	1.45	1,380	F	1.57
MIDWAY RD	MILNER DR to W OF SELVITZ RD	134	25,500	2024	790	1,275	F	1.61	1,380	F	1.75
MIDWAY RD	OKEECHOBEE RD to SHINN RD	940732	6,743	2023	760	342	C	0.45	342	C	0.45
MIDWAY RD	SHINN RD to MCCARTY RD	940732	6,743	2023	630	342	C	0.54	342	C	0.54
MIDWAY RD	MCCARTY RD to I-95	940732	6,743	2023	700	342	C	0.49	342	C	0.49
MIDWAY RD	I-95 to GLADES CUT-OFF RD	945140	21,637	2023	2,100	1,060	C	0.50	1,060	C	0.50
MIDWAY RD	GLADES CUT-OFF RD to EAST TORINO PKWY	228	23,000	2024	2,100	1,203	C	0.57	1,193	C	0.57
MIDWAY RD	W OF SELVITZ RD to SELVITZ RD	134	25,500	2024	2,100	1,275	C	0.61	1,380	C	0.66
MIDWAY RD	SELVITZ RD to CHRISTENSEN RD	132	22,500	2024	2,100	1,155	C	0.55	1,222	C	0.58
MIDWAY RD	CHRISTENSEN RD to 25TH ST	132	22,500	2024	2,100	1,155	C	0.55	1,222	C	0.58
MIDWAY RD	25TH ST to SUNRISE BLVD	130	25,000	2024	2,100	1,943	C	0.93	1,569	C	0.75
MIDWAY RD	SUNRISE BLVD to OLEANDER AVE	130	25,000	2024	2,100	1,943	C	0.93	1,569	C	0.75
MIDWAY RD	OLEANDER AVE to US 1	242	19,000	2024	2,100	1,050	C	0.50	972	C	0.46
MIDWAY RD	US 1 to WALLACE ST	940023	3,813	2023	790	189	C	0.24	189	C	0.24
MIDWAY RD	WALLACE ST to WEATHERBEE RD	940023	3,813	2023	920	189	C	0.21	189	C	0.21
MIDWAY RD	WEATHERBEE RD to INDIAN RIVER DR	940023	3,813	2023	630	189	C	0.30	189	C	0.30
MORNINGSIDE BLVD	WESTMORELAND BLVD to PORT ST LUCIE BLVD	333	2,110	2022	920	113	C	0.12	113	C	0.12
MORNINGSIDE BLVD	PORT ST LUCIE BLVD to LYNGATE DR	331	3,200	2024	880	262	C	0.30	258	C	0.29
NEBRASKA AVE	25TH ST to 13TH ST	684	3,437	2022	1,710	228	C	0.13	176	C	0.10
OAKRIDGE DR	MOUNTWELL ST to OAKLYN ST	621	6,100	2024	700	304	C	0.43	289	C	0.41
OHIO AVE	SUNRISE BLVD to COLONIAL RD	686	3,632	2022	540	192	C	0.36	212	C	0.39
OHIO AVE	COLONIAL RD to US 1	686	3,632	2022	750	192	C	0.26	212	C	0.28
OKEECHOBEE RD	OKEECHOBEE C.L. to BLUEFIELD RD	687	9,900	2024	1,580	536	B	0.34	542	B	0.34

B-1

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT. FDOT count stations use standard K and D factors to determine peak hour values.
Peak hour data is not available for locations on State roads due to differences in data availability, LOS Methodologies, and service level thresholds.
Please refer to FDOT sources for detailed data on FDOT traffic counts.

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

* **NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

St. Lucie Transportation Planning Organization

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Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
SUNRISE BLVD	EDWARDS RD to CORTEZ BLVD	511	6,751	2023	600	520	D	0.87	454	D	0.76
SUNRISE BLVD	CORTEZ BLVD to VIRGINIA AVE	511	6,751	2023	750	520	D	0.69	454	D	0.61
SUNRISE BLVD	VIRGINIA AVE to OLEANDER AVE	509	5,522	2023	750	345	C	0.46	343	C	0.46
SUNRISE BLVD	OLEANDER AVE to 7TH ST	708	4,722	2022	1,540	272	C	0.18	333	C	0.22
SUNRISE BLVD	7TH ST to US 1	708	4,722	2022	1,710	272	C	0.16	333	C	0.19
TIFFANY AVE	US 1 to HILLMOOR DR	322	17,081	2022	2,100	967	C	0.46	880	C	0.42
TIFFANY AVE	HILLMOOR DR to VILLAGE GREEN DR	322	17,081	2022	2,100	967	C	0.46	880	C	0.42
TIFFANY AVE	VILLAGE GREEN DR to LENNARD RD	320	4,145	2021	2,100	201	C	0.10	195	C	0.09
TORINO PKWY	CASHMERE BLVD to CALIFORNIA BLVD	709	5,500	2024	630	308	C	0.49	287	C	0.46
TORINO PKWY	CALIFORNIA BLVD to EAST TORINO PKWY	238	5,144	2021	630	339	C	0.54	277	C	0.44
TRADITION PKWY	COMMUNITY BLVD to VILLAGE PKWY	711	7,800	2021	1,710	816	D	0.48	791	D	0.46
TRADITION PKWY	VILLAGE PKWY to W OF I-95	712	43,500	2024	3,170	2,047	C	0.65	2,040	C	0.64
TULIP BLVD	DARWIN BLVD to PORT ST LUCIE BLVD	713	8,851	2022	790	580	D	0.73	524	D	0.66
TULIP BLVD	PORT ST LUCIE BLVD to PAAR DR	714	8,900	2024	790	569	D	0.72	518	D	0.66
TULIP BLVD	PAAR DR to DARWIN BLVD	714	8,900	2024	790	569	D	0.72	518	D	0.66
TURNPIKE FEEDER RD	TURNPIKE FEEDER RD SB RAMP to US 1	940078	4,903	2015							
TURNPIKE FEEDER RD	INDIAN PINES BLVD to TURNPIKE FEEDER RD SB R...	940269	11,658	2023							
TURNPIKE FEEDER RD	INDRIO RD to INDIAN PINES BLVD	940745	13,517	2023							
US 1	MARTIN C.L. to LENNARD RD	945071	48,145	2023							
US 1	LENNARD RD to PORT ST LUCIE BLVD	945071	48,145	2023							
US 1	PORT ST LUCIE BLVD to JENNINGS RD	945070	33,953	2023							
US 1	JENNINGS RD to TIFFANY AVE	945070	33,953	2023							
US 1	TIFFANY AVE to WALTON RD	945070	33,953	2023							
US 1	WALTON RD to VILLAGE GREEN DR	945150	47,030	2023							
US 1	VILLAGE GREEN DR to SPANISH LAKES BLVD	940265	46,803	2023							
US 1	SPANISH LAKES BLVD to PRIMA VISTA BLVD	940265	46,803	2023							
US 1	PRIMA VISTA BLVD to RIO MAR DR	940264	36,400	2023							
US 1	RIO MAR DR to KITTERMAN RD	940266	32,710	2023							
US 1	KITTERMAN RD to S OF SAEGER AVE	940266	32,710	2023							
US 1	S OF SAEGER AVE to EASY ST	940266	32,710	2023							
US 1	EASY ST to MIDWAY RD	945156	30,097	2023							
US 1	MIDWAY RD to WEATHERBEE RD	940012	30,959	2023							

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT. FDOT count stations use standard K and D factors to determine peak hour values.
Peak hour data is not available for locations on State roads due to differences in data availability, LOS Methodologies, and service level thresholds.
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2024

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						Volume	LOS	V/C	Volume	LOS	V/C
US 1	WEATHERBEE RD to FARMER'S MARKET RD	940012	30,959	2023							
US 1	FARMER'S MARKET RD to EDWARDS RD	940012	30,959	2023							
US 1	EDWARDS RD to SAVANNAH RD	945002	28,117	2023							
US 1	GARDENIA AVE to VIRGINIA AVE	945002	28,117	2023							
US 1	SAVANNAH RD to GARDENIA AVE	945002	28,117	2023							
US 1	VIRGINIA AVE to OHIO AVE	945003	26,002	2023							
US 1	OHIO AVE to GEORGIA AVE	945003	26,002	2023							
US 1	GEORGIA AVE to DELAWARE AVE	945008	27,500	2023							
US 1	DELAWARE AVE to CITRUS AVE	945014	29,114	2023							
US 1	CITRUS AVE to ORANGE AVE	940118	25,392	2023							
US 1	ORANGE AVE to AVENUE A	945014	29,114	2023							
US 1	AVENUE A to AE BACKUS AVE	945014	29,114	2023							
US 1	AE BACKUS AVE to AVENUE D	945014	29,114	2023							
US 1	AVENUE D to SR A1A SOUTH	945014	29,114	2023							
US 1	SR A1A SOUTH to AVENUE H	715	30,660	2023	2,100	1,524	C	0.73	1,521	C	0.72
US 1	AVENUE H to OLD DIXIE HWY	715	30,660	2023	2,000	1,524	C	0.76	1,521	C	0.76
US 1	OLD DIXIE HWY to AVENUE O	940123	28,240	2023							
US 1	AVENUE O to SR A1A NORTH	940123	28,240	2023							
US 1	SR A1A NORTH to JUANITA AVE	940010	20,140	2023							
US 1	JUANITA AVE to ST LUCIE BLVD	940010	20,140	2023							
US 1	ST LUCIE BLVD to 25TH ST	940009	19,911	2023							
US 1	25TH ST to INDRIO RD	940009	19,911	2023							
US 1	INDRIO RD to TURNPIKE FEEDER RD	940107	25,091	2023							
US 1	TURNPIKE FEEDER RD to INDIAN RIVER C.L.	940107	25,091	2023							
VETERANS MEMORIAL PKWY	PORT ST LUCIE BLVD to LYNGATE DR	329	15,671	2022	2,100	763	C	0.36	741	C	0.35
VETERANS MEMORIAL PKWY	LYNGATE DR to US 1	327	8,900	2024	2,100	507	C	0.24	480	C	0.23
VILLAGE GREEN DR	US 1 to WALTON RD	716	17,000	2024	2,100	1,060	C	0.50	1,146	C	0.55
VILLAGE GREEN DR	WALTON RD to TIFFANY AVE	717	4,612	2022	920	302	C	0.33	255	C	0.28
VILLAGE PKWY	DISCOVERY WAY to TRADITION PKWY	718	26,500	2024	2,650	1,226	C	0.46	1,309	D	0.49
VILLAGE PKWY	BECKER RD to DISCOVERY WAY	734	8,800	2024	1,710	590	C	0.35	609	C	0.36
VILLAGE PKWY	TRADITION PKWY to WESTCLIFFE LN	719	27,500	2024	1,710	1,482	D	0.87	1,462	D	0.85
VILLAGE PKWY	WESTCLIFFE LN to CROSSTOWN PKWY	720	17,629	2023	1,710	935	D	0.55	987	D	0.58

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT. FDOT count stations use standard K and D factors to determine peak hour values. Peak hour data is not available for locations on State roads due to differences in data availability, LOS Methodologies, and service level thresholds. Please refer to FDOT sources for detailed data on FDOT traffic counts.

* Volumes shown were adjusted using FDOT Seasonal Factors

* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)

* **NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

St. Lucie Transportation Planning Organization

Coco Vista Centre
466 SW Port St. Lucie Blvd, Suite 111
Port St. Lucie, FL 34953
772-462-1593 www.stlucietpo.org

Traffic Counts and Level of Service Report
2024

Roadway Name	Location	STATION ID	2024 AADT *	Last Physical Count Year	Pk Hr Service Capacity	AM Pk Hr Pk Dir			PM Pk Hr Pk Dir		
						Volume	LOS	V/C	Volume	LOS	V/C
VIRGINIA AVE	35TH ST to 25TH ST	940032	23,450	2023							
VIRGINIA AVE	OKEECHOBEE RD to HARTMAN RD	940030	22,526	2023							
VIRGINIA AVE	HARTMAN RD to 35TH ST	940030	22,526	2023							
VIRGINIA AVE	25TH ST to 13TH ST	940033	21,782	2023							
VIRGINIA AVE	13TH ST to 11TH ST	940794	23,667	2023							
VIRGINIA AVE	11TH ST to SUNRISE BLVD	940794	23,667	2023							
VIRGINIA AVE	SUNRISE BLVD to OLEANDER AVE	940792	20,380	2023							
VIRGINIA AVE	OLEANDER AVE to COLONIAL RD	940034	18,402	2023							
VIRGINIA AVE	COLONIAL RD to US 1	940034	18,402	2023							
WALTON RD	US 1 to VILLAGE GREEN DR	330	10,000	2024	1,710	581	C	0.34	589	C	0.34
WALTON RD	VILLAGE GREEN DR to LENNARD RD	328	17,500	2024	1,710	957	D	0.56	1,057	D	0.62
WALTON RD	LENNARD RD to GREEN RIVER PKWY	326	12,000	2024	880	747	C	0.85	757	C	0.86
WALTON RD	GREEN RIVER PKWY to INDIAN RIVER DR	324	6,014	2022	630	386	C	0.61	366	C	0.58
WEATHERBEE RD	OLEANDER AVE to US 1	721	3,164	2023	750	198	C	0.26	180	C	0.24
WEATHERBEE RD	US 1 to MIDWAY RD	158	5,987	2023	750	379	D	0.51	379	D	0.51
WESTCLIFFE LN	TREMONTE AVE to VILLAGE PKWY	722	6,219	2023	1,470	457	C	0.31	419	C	0.29
WESTMORELAND BLVD	MORNINGSIDE BLVD to PORT ST LUCIE BLVD	339	14,645	2023	920	784	C	0.85	884	D	0.96
WESTMORELAND BLVD	MARTIN C.L. to MORNINGSIDE BLVD	245	9,076	2022	920	477	C	0.52	522	C	0.57

B-4

Countywide Performance

Weighted V/C = **64.29**

% VMT below Standard = **77.98%**

* **NOTE:** A six digit number in the "STATION ID" column identifies segment counted by FDOT. FDOT count stations use standard K and D factors to determine peak hour values.
Peak hour data is not available for locations on State roads due to differences in data availability, LOS Methodologies, and service level thresholds.
Please refer to FDOT sources for detailed data on FDOT traffic counts.

* Volumes shown were adjusted using FDOT Seasonal Factors
* AADT = Annual Average Daily Traffic (volumes for both directions where applicable)
* **NOTE:** If the Last Count Year is older than the year of the report, the AADT is projected from historical traffic count data.

TABLE 7

Generalized **Peak Hour Directional** Volumes for Florida's Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES

STATE SIGNALIZED ARTERIALS

Class I (40 mph or higher posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	830	880	**
2	Divided	*	1,910	2,000	**
3	Divided	*	2,940	3,020	**
4	Divided	*	3,970	4,040	**

Class II (35 mph or slower posted speed limit)

Lanes	Median	B	C	D	E
1	Undivided	*	370	750	800
2	Divided	*	730	1,630	1,700
3	Divided	*	1,170	2,520	2,560
4	Divided	*	1,610	3,390	3,420

Non-State Signalized Roadway Adjustments

(Alter corresponding state volumes by the indicated percent.)

Non-State Signalized Roadways - 10%

Median & Turn Lane Adjustments

Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors
1	Divided	Yes	No	+5%
1	Undivided	No	No	-20%
Multi	Undivided	Yes	No	-5%
Multi	Undivided	No	No	-25%
–	–	–	Yes	+ 5%

One-Way Facility Adjustment

Multiply the corresponding directional volumes in this table by 1.2

BICYCLE MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Paved Shoulder/Bicycle Lane Coverage	B	C	D	E
0-49%	*	150	390	1,000
50-84%	110	340	1,000	>1,000
85-100%	470	1,000	>1,000	**

PEDESTRIAN MODE[2]

(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)

Sidewalk Coverage	B	C	D	E
0-49%	*	*	140	480
50-84%	*	80	440	800
85-100%	200	540	880	>1,000

BUS MODE (Scheduled Fixed Route)[3]

(Buses in peak hour in peak direction)

Sidewalk Coverage	B	C	D	E
0-84%	> 5	≥ 4	≥ 3	≥ 2
85-100%	> 4	≥ 3	≥ 2	≥ 1

UNINTERRUPTED FLOW FACILITIES

FREEWAYS

Core Urbanized

Lanes	B	C	D	E
2	2,230	3,100	3,740	4,080
3	3,280	4,570	5,620	6,130
4	4,310	6,030	7,490	8,170
5	5,390	7,430	9,370	10,220
6	6,380	8,990	11,510	12,760

Urbanized

Lanes	B	C	D	E
2	2,270	3,100	3,890	4,230
3	3,410	4,650	5,780	6,340
4	4,550	6,200	7,680	8,460
5	5,690	7,760	9,520	10,570

Freeway Adjustments

Auxiliary Lane	Ramp Metering
+ 1,000	+ 5%

UNINTERRUPTED FLOW HIGHWAYS

Lanes	Median	B	C	D	E
1	Undivided	580	890	1,200	1,610
2	Divided	1,800	2,600	3,280	3,730
3	Divided	2,700	3,900	4,920	5,600

Uninterrupted Flow Highway Adjustments

Lanes	Median	Exclusive left lanes	Adjustment factors
1	Divided	Yes	+5%
Multi	Undivided	Yes	-5%
Multi	Undivided	No	-25%

[1]Values shown are presented as peak hour directional volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection design, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

[2] Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

[3] Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
https://www.fdot.gov/planning/systems/

APPENDIX C

OTHER PROJECT DATA/GROWTH RATE

BARON
MIDWAY & US 1
ITE 11TH EDITION TRIP GENERATION RATES

DAILY TRIPS

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Mini-Warehouse	151	638	Storage Units	T=17.96(X/100)	50%	50%	57	57	115
Office	712	1,400	S.F.	T=14.39(X/1000)	50%	50%	10	10	20
						TOTAL	**67**	**67**	**135**

A.M. PEAK HOUR TRIPS

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Mini-Warehouse	151	638	Storage Units	T=2.04(X/100)	58%	42%	8	5	13
Office	712	1,400	S.F.	T=2.61(X/1000)	60%	40%	2	1	4
						TOTAL	**10**	**7**	**17**

P.M. PEAK HOUR TRIPS

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Mini-Warehouse	151	638	Storage Units	T=2.07(X/100)	48%	52%	6	7	13
Office	712	1,400	S.F.	T=3.15(X/1000)	42%	58%	2	3	4
						TOTAL	**8**	**9**	**18**

SATURDAY PEAK HOUR TRIPS

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Mini-Warehouse	151	638	Storage Units	T=2.67(X/100)	56%	44%	10	7	17

SATURDAY PEAK HOUR TRIPS

Land Use	ITE Code	Intensity	Units	Trip Generation Rate	Directional Split		Gross Trips		
					In	Out	In	Out	Total
Mini-Warehouse	151	638	Storage Units	T=2.10(X/100)	45%	55%	6	7	13

Internal Capture:
This project contains no internal capture

Pass-by Trip Capture:
This project contains no internal capture

BARON MIDWAY & US1

TRIP DISTRIBUTION MAP

ST. LUCIE COUNTY FLORIDA

21-497

1 OF 1

10250 VILLAGE PARKWAY
SUITE 201
PORT ST. LUCIE, FL 34987
772-462-2455

Historical Growth Rate Calculation (5 Year)

Segment	From	To	2018 AADT	2023 AADT	5 Year Historical Growth Rate
Weatherbee Road	US Highway 1	Midway Road	5,800	6,100	1.01%
		Total	5,800	6,100	1.01%

*Source FDOT Historical Traffic Counts

FLORIDA DEPARTMENT OF TRANSPORTATION
TRANSPORTATION STATISTICS OFFICE
2023 HISTORICAL AADT REPORT

COUNTY: 94 - ST.LUCIE

SITE: 7046 - WEATHERBEE RD - E. OF US 1 SOUTH (COUNTY 158)

YEAR	AADT	DIRECTION 1	DIRECTION 2	*K FACTOR	D FACTOR	T FACTOR
2023	6100 R	E 3000	W 3100	9.00	52.30	7.10
2022	5900 T	E 2900	W 3000	9.00	52.30	5.00
2021	5900 S	E 2900	W 3000	9.00	51.80	7.20
2020	5900 F	E 2900	W 3000	9.00	52.60	31.50
2019	6100 C	E 3000	W 3100	9.00	52.50	7.80
2018	5800 V	E 2900	W 2900	9.00	52.40	5.80
2017	5600 R	E 2800	W 2800	9.00	52.00	10.00
2016	5400 T	E 2700	W 2700	9.00	52.30	6.20
2015	5200 S	E 2600	W 2600	9.00	52.70	41.80
2014	5200 F	E 2600	W 2600	9.00	52.50	49.50
2013	5200 C	E 2600	W 2600	9.00	55.90	11.90
2012	5100 F	E 2600	W 2500	9.00	55.80	7.10
2011	5100 C	E 2600	W 2500	9.00	56.20	12.20
2010	5400 F	E 2800	W 2600	11.16	56.34	12.20
2009	5400 C	E 2800	W 2600	11.51	56.49	12.20
2008	6200 C	E 3300	W 2900	11.31	55.19	5.90

AADT FLAGS: C = COMPUTED; E = MANUAL ESTIMATE; F = FIRST YEAR ESTIMATE
S = SECOND YEAR ESTIMATE; T = THIRD YEAR ESTIMATE; R = FOURTH YEAR ESTIMATE
V = FIFTH YEAR ESTIMATE; 6 = SIXTH YEAR ESTIMATE; X = UNKNOWN
*K FACTOR: STARTING WITH YEAR 2011 IS STANDARDK, PRIOR YEARS ARE K30 VALUES

APPENDIX D

INTERSECTION ANALYSIS

St. Lucie County

ECONOLITE

MOVING TRAFFIC FORWARD

00051 - US1 @ Weatherbee Rd. - - Econolite Type - Cobalt

Controller Timing Plan (MM) 2-1

Ø in use

Plan 1 - ""

Phase	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
Direction	N-L	S-T	E-L	W-T	S-L	N-T	W-L	E-T	N	N	N	N	N	N	N	N
Min Green	7	7	7	7	7	7	7	7	5	5	5	5	5	5	5	5
Bk Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
CS Min Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Delay Green	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk	0	7	0	7	0	7	0	7	0	0	0	0	0	0	0	0
Walk2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Walk Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear	0	24	0	24	0	24	0	24	0	0	0	0	0	0	0	0
Ped Clear 2	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped Clear Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ped CO	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Vehicle Ext	4.0	5.0	4.0	4.0	4.0	5.0	4.0	4.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
Vehicle Ext 2	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max1	15	60	15	25	15	60	15	25	35	35	35	35	35	35	35	35
Max2	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40	40
Max3	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
DYM Max	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Dym Step	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Yellow	4.8	4.8	4.0	4.0	4.8	4.8	4.0	4.0	4.7	4.7	4.0	4.0	4.7	4.7	4.0	4.0
Red Clear	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0
Red Max	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Red Revert	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Act B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Sec/Act	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Max Int	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Time B4	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cars Wt	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
STPTDuc	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
TTReduc	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Min Gap	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9400 EAST-A1A TO US1

WEEK	DATES	SF	MOCF: 0.92 PSCF
1	01/01/2021 - 01/02/2021	1.00	1.09
2	01/03/2021 - 01/09/2021	1.01	1.10
3	01/10/2021 - 01/16/2021	1.01	1.10
4	01/17/2021 - 01/23/2021	0.99	1.08
5	01/24/2021 - 01/30/2021	0.98	1.07
6	01/31/2021 - 02/06/2021	0.97	1.05
* 7	02/07/2021 - 02/13/2021	0.95	1.03
* 8	02/14/2021 - 02/20/2021	0.94	1.02
* 9	02/21/2021 - 02/27/2021	0.93	1.01
*10	02/28/2021 - 03/06/2021	0.91	0.99
*11	03/07/2021 - 03/13/2021	0.90	0.98
*12	03/14/2021 - 03/20/2021	0.88	0.96
*13	03/21/2021 - 03/27/2021	0.89	0.97
*14	03/28/2021 - 04/03/2021	0.90	0.98
*15	04/04/2021 - 04/10/2021	0.91	0.99
*16	04/11/2021 - 04/17/2021	0.92	1.00
*17	04/18/2021 - 04/24/2021	0.93	1.01
*18	04/25/2021 - 05/01/2021	0.94	1.02
*19	05/02/2021 - 05/08/2021	0.95	1.03
20	05/09/2021 - 05/15/2021	0.96	1.04
21	05/16/2021 - 05/22/2021	0.98	1.07
22	05/23/2021 - 05/29/2021	0.99	1.08
23	05/30/2021 - 06/05/2021	1.00	1.09
24	06/06/2021 - 06/12/2021	1.01	1.10
25	06/13/2021 - 06/19/2021	1.02	1.11
26	06/20/2021 - 06/26/2021	1.03	1.12
27	06/27/2021 - 07/03/2021	1.03	1.12
28	07/04/2021 - 07/10/2021	1.04	1.13
29	07/11/2021 - 07/17/2021	1.04	1.13
30	07/18/2021 - 07/24/2021	1.06	1.15
31	07/25/2021 - 07/31/2021	1.07	1.16
32	08/01/2021 - 08/07/2021	1.08	1.17
33	08/08/2021 - 08/14/2021	1.09	1.18
34	08/15/2021 - 08/21/2021	1.11	1.21
35	08/22/2021 - 08/28/2021	1.10	1.20
36	08/29/2021 - 09/04/2021	1.10	1.20
37	09/05/2021 - 09/11/2021	1.09	1.18
38	09/12/2021 - 09/18/2021	1.09	1.18
39	09/19/2021 - 09/25/2021	1.08	1.17
40	09/26/2021 - 10/02/2021	1.08	1.17
41	10/03/2021 - 10/09/2021	1.07	1.16
42	10/10/2021 - 10/16/2021	1.06	1.15
43	10/17/2021 - 10/23/2021	1.06	1.15
44	10/24/2021 - 10/30/2021	1.06	1.15
45	10/31/2021 - 11/06/2021	1.06	1.15
46	11/07/2021 - 11/13/2021	1.06	1.15
47	11/14/2021 - 11/20/2021	1.06	1.15
48	11/21/2021 - 11/27/2021	1.05	1.14
49	11/28/2021 - 12/04/2021	1.03	1.12
50	12/05/2021 - 12/11/2021	1.02	1.11
51	12/12/2021 - 12/18/2021	1.00	1.09
52	12/19/2021 - 12/25/2021	1.01	1.10
53	12/26/2021 - 12/31/2021	1.01	1.10

* PEAK SEASON

08-MAR-2022 12:36:27 830UPD 4_9400_PKSEASON.TXT

2021 PEAK SEASON FACTOR CATEGORY REPORT - REPORT TYPE: ALL
CATEGORY: 9401 CEN.-W OF US1 TO I95

MOCF: 0.97

WEEK	DATES	SF	PSCF
1	01/01/2021 - 01/02/2021	1.00	1.03
2	01/03/2021 - 01/09/2021	1.01	1.04
3	01/10/2021 - 01/16/2021	1.01	1.04
4	01/17/2021 - 01/23/2021	1.00	1.03
5	01/24/2021 - 01/30/2021	1.00	1.03
6	01/31/2021 - 02/06/2021	0.99	1.02
7	02/07/2021 - 02/13/2021	0.99	1.02
* 8	02/14/2021 - 02/20/2021	0.98	1.01
* 9	02/21/2021 - 02/27/2021	0.97	1.00
*10	02/28/2021 - 03/06/2021	0.97	1.00
*11	03/07/2021 - 03/13/2021	0.96	0.99
*12	03/14/2021 - 03/20/2021	0.95	0.98
*13	03/21/2021 - 03/27/2021	0.96	0.99
*14	03/28/2021 - 04/03/2021	0.96	0.99
*15	04/04/2021 - 04/10/2021	0.97	1.00
*16	04/11/2021 - 04/17/2021	0.97	1.00
*17	04/18/2021 - 04/24/2021	0.98	1.01
*18	04/25/2021 - 05/01/2021	0.98	1.01
*19	05/02/2021 - 05/08/2021	0.99	1.02
*20	05/09/2021 - 05/15/2021	0.99	1.02
21	05/16/2021 - 05/22/2021	0.99	1.02
22	05/23/2021 - 05/29/2021	1.00	1.03
23	05/30/2021 - 06/05/2021	1.00	1.03
24	06/06/2021 - 06/12/2021	1.01	1.04
25	06/13/2021 - 06/19/2021	1.01	1.04
26	06/20/2021 - 06/26/2021	1.02	1.05
27	06/27/2021 - 07/03/2021	1.02	1.05
28	07/04/2021 - 07/10/2021	1.03	1.06
29	07/11/2021 - 07/17/2021	1.03	1.06
30	07/18/2021 - 07/24/2021	1.03	1.06
31	07/25/2021 - 07/31/2021	1.04	1.07
32	08/01/2021 - 08/07/2021	1.04	1.07
33	08/08/2021 - 08/14/2021	1.05	1.08
34	08/15/2021 - 08/21/2021	1.05	1.08
35	08/22/2021 - 08/28/2021	1.05	1.08
36	08/29/2021 - 09/04/2021	1.05	1.08
37	09/05/2021 - 09/11/2021	1.05	1.08
38	09/12/2021 - 09/18/2021	1.05	1.08
39	09/19/2021 - 09/25/2021	1.04	1.07
40	09/26/2021 - 10/02/2021	1.03	1.06
41	10/03/2021 - 10/09/2021	1.01	1.04
42	10/10/2021 - 10/16/2021	1.00	1.03
43	10/17/2021 - 10/23/2021	1.00	1.03
44	10/24/2021 - 10/30/2021	1.01	1.04
45	10/31/2021 - 11/06/2021	1.01	1.04
46	11/07/2021 - 11/13/2021	1.02	1.05
47	11/14/2021 - 11/20/2021	1.02	1.05
48	11/21/2021 - 11/27/2021	1.02	1.05
49	11/28/2021 - 12/04/2021	1.01	1.04
50	12/05/2021 - 12/11/2021	1.01	1.04
51	12/12/2021 - 12/18/2021	1.00	1.03
52	12/19/2021 - 12/25/2021	1.01	1.04
53	12/26/2021 - 12/31/2021	1.01	1.04

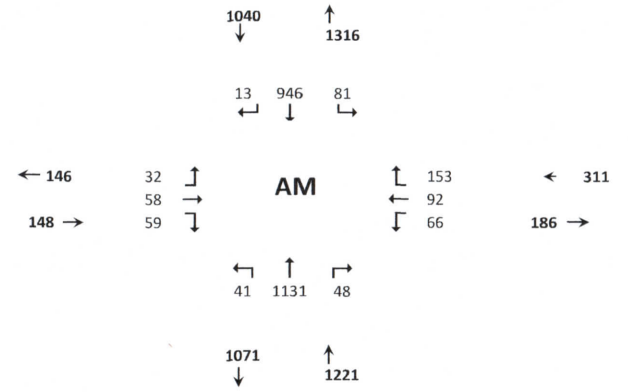
* PEAK SEASON

08-MAR-2022 12:36:27 830UPD 4_9401_PKSEASON.TXT

TURNING MOVEMENT VOLUME COUNTS

N/S STREET: US-1 **E/W STREET:** Weatherbee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/29/2021 **DAY:** Tuesday **CITY:** Ft. Pierce **INTERSECTION:** US-1 and Weatherbee Rd
REPORT DATE: 6/30/2021 **ANALYSIS YEAR:** 2021

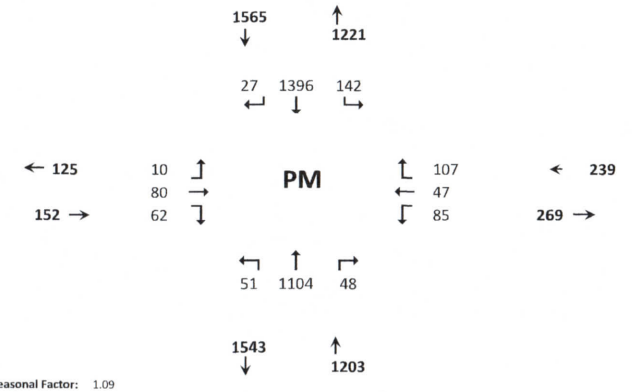
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	6	162	13	10	174	3	3	12	8	14	6	32	443	2349
7:15-7:30	11	245	7	23	202	2	10	9	8	17	12	32	578	2466
7:30-7:45	9	302	14	23	208	2	8	14	9	15	11	30	645	2495
7:45-8:00	10	301	11	15	224	3	5	11	8	15	26	54	683	2405
8:00-8:15	11	204	7	19	208	2	7	15	19	15	28	25	560	2297
8:15-8:30	8	231	12	17	228	5	9	13	18	16	19	31	607	
8:30-8:45	14	208	9	15	230	7	3	7	4	16	14	28	555	
8:45-9:00	6	224	14	13	251	3	6	10	11	7	6	24	575	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	38	1038	44	74	868	12	29	53	54	61	84	140	2495	
Season Factor	41	1131	48	81	946	13	32	58	59	66	92	153	2720	
Growth	41	1131	48	81	946	13	32	58	59	66	92	153	2720	
In/Out	-	-			-	-	-		-				-	
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	41	1131	48	81	946	13	32	58	59	66	92	153	2720	



Seasonal Factor: 1.09
Trips In
Trips Out
Growth Rate: 1
Years Grown: 1
PHF 0.91

Peak Seasonal Factor Average of East of US-1 AND West of US-1

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	6	265	11	20	280	5	2	12	16	13	8	17	655	2704
4:15-4:30	10	266	24	21	256	4	5	13	19	16	8	26	668	2808
4:30-4:45	14	237	13	22	293	3	3	19	13	28	13	25	683	2864
4:45-5:00	12	253	11	31	302	8	1	13	9	25	10	23	698	2898
5:00-5:15	12	248	8	38	337	9	4	24	17	19	15	28	759	2867
5:15-5:30	11	246	10	29	349	3	1	22	13	10	7	23	724	
5:30-5:45	12	266	15	32	293	5	3	14	18	24	11	24	717	
5:45-6:00	11	258	15	25	268	6	2	13	14	20	9	26	667	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM											
Volumes	47	1013	44	130	1281	25	9	73	57	78	43	98	2898	
Season Factor	51	1104	48	142	1396	27	10	80	62	85	47	107	3159	
Growth	51	1104	48	142	1396	27	10	80	62	85	47	107	3159	
In/Out	-	-	0	0	-	-	-	0	-	0	0	0	-	
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Project	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Total	51	1104	48	142	1396	27	10	80	62	85	47	107	3159	

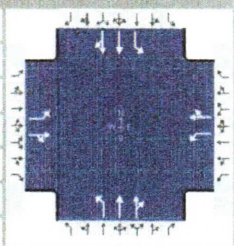


Seasonal Factor: 1.09
Growth Rate: 1
Trips In:
Trips Out:
Years Grown: 1
PHF 0.95

Peak Seasonal Factor Average of East of US-1 AND West of US-1

HCS Signalized Intersection Results Summary

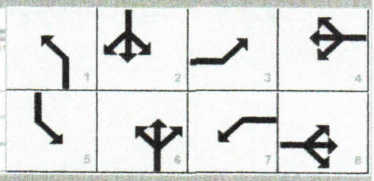
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Nov 25, 2022	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	AM Peak Hour	PHF	0.91
Urban Street	US-1	Analysis Year	2021	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 Weatherbee - Existing - AM - 11.25.22....		
Project Description	Existing				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	32	58	59	66	92	153	41	1131	48	81	946	13

Signal Information			
Cycle, s	87.2	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	4.7	1.5		35.2	4.0	1.8	14.4					
Yellow	4.8	0.0		4.8	4.0	0.0	4.0					
Red	2.0	0.0		2.0	2.0	0.0	2.0					



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	10.0	20.4	11.8	22.2	11.5	42.0	13.0	43.5
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	3.4	7.9	4.8	15.6	3.2	29.9	4.4	21.9
Green Extension Time (g_e), s	0.0	0.7	0.1	0.6	0.0	5.2	0.1	5.3
Phase Call Probability	0.57	1.00	0.83	1.00	0.66	1.00	0.88	1.00
Max Out Probability	0.00	0.00	0.00	0.01	0.00	0.04	0.00	0.01

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	35	129		73	269		45	652	644	89	528	526
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1715		1781	1681		1781	1870	1843	1781	1870	1861
Queue Service Time (g_s), s	1.4	5.9		2.8	13.6		1.2	27.9	27.9	2.4	19.9	19.9
Cycle Queue Clearance Time (g_c), s	1.4	5.9		2.8	13.6		1.2	27.9	27.9	2.4	19.9	19.9
Green Ratio (*g/C*)	0.21	0.17		0.23	0.19		0.46	0.40	0.40	0.48	0.42	0.42
Capacity (*c*), veh/h	173	283		325	312		270	755	744	245	788	784
Volume-to-Capacity Ratio (*X*)	0.203	0.454		0.223	0.863		0.167	0.863	0.865	0.363	0.670	0.670
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	1.0	4.2		2.1	9.7		0.8	16.7	16.5	1.6	12.4	12.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	28.8	32.9		27.1	34.5		15.8	23.8	23.8	18.3	20.4	20.4
Incremental Delay (d_2), s/veh	0.2	0.4		0.1	6.2		0.1	1.4	1.4	0.3	0.4	0.4
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	29.0	33.3		27.2	40.7		15.9	25.2	25.3	18.6	20.7	20.7
Level of Service (LOS)	C	C		C	D		B	C	C	B	C	C
Approach Delay, s/veh / LOS	32.4	C		37.8	D		24.9	C		20.6	C	
Intersection Delay, s/veh / LOS	25.1						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.29	B	2.29	B	1.91	B	1.91	B
Bicycle LOS Score / LOS	0.76	A	1.05	A	1.59	B	1.43	A

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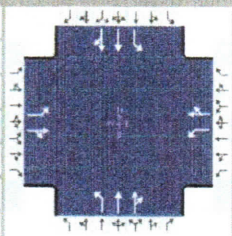
HCS Signalized Intersection Results Summary

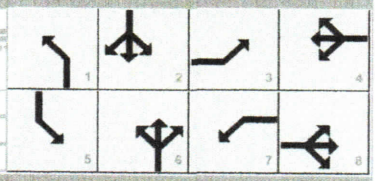
General Information				Intersection Information	
Agency				Duration, h	0.250
Analyst	James Kemp	Analysis Date	Nov 25, 2022	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	PM Peak Hour	PHF	0.95
Urban Street	US-1	Analysis Year	2021	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 Weatherbee - Existing - PM - 11.25.22....		
Project Description	Existing				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	10	80	62	85	47	107	51	1104	48	142	1396	27

Signal Information			
Cycle, s	86.7	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	5.1	1.7	38.3	1.6	4.6	9.8	
Yellow	4.8	0.0	4.8	4.0	0.0	4.0	
Red	2.0	0.0	2.0	2.0	0.0	2.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	7.6	15.8	12.2	20.4	11.9	45.1	13.6	46.8
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	2.4	9.3	5.7	9.8	3.3	25.5	5.8	33.4
Green Extension Time (g_e), s	0.0	0.5	0.1	0.5	0.0	6.8	0.1	6.6
Phase Call Probability	0.22	1.00	0.88	1.00	0.73	1.00	0.97	1.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.06	0.00	0.13

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	11	149		89	162		54	611	602	149	751	747
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1734		1781	1662		1781	1870	1843	1781	1870	1858
Queue Service Time (g_s), s	0.4	7.3		3.7	7.8		1.3	23.5	23.5	3.8	31.3	31.4
Cycle Queue Clearance Time (g_c), s	0.4	7.3		3.7	7.8		1.3	23.5	23.5	3.8	31.3	31.4
Green Ratio (*g/C*)	0.13	0.11		0.19	0.17		0.50	0.44	0.44	0.52	0.46	0.46
Capacity (*c*), veh/h	180	196		247	276		215	827	815	302	864	858
Volume-to-Capacity Ratio (*X*)	0.058	0.763		0.363	0.587		0.250	0.738	0.739	0.495	0.869	0.871
Back of Queue (*Q*), ft/ln (95 th percentile)												
Back of Queue (*Q*), veh/ln (95 th percentile)	0.3	5.5		2.7	5.5		0.9	14.0	13.9	2.4	18.3	18.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	33.1	37.4		30.2	33.4		18.0	20.0	20.1	15.6	21.0	21.0
Incremental Delay (d_2), s/veh	0.0	2.3		0.3	0.7		0.2	0.5	0.5	0.5	3.0	3.1
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	33.2	39.7		30.6	34.2		18.2	20.5	20.6	16.0	24.0	24.1
Level of Service (LOS)	C	D		C	C		B	C	C	B	C	C
Approach Delay, s/veh / LOS	39.3	D		32.9	C		20.4	C		23.3	C	
Intersection Delay, s/veh / LOS	23.7						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.30	B	2.29	B	1.90	B	1.90	B
Bicycle LOS Score / LOS	0.75	A	0.90	A	1.53	B	1.85	B

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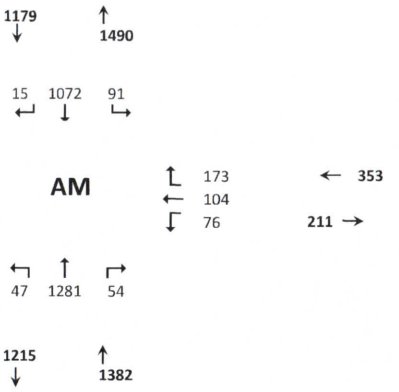
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: US-1 **E/W STREET:** Weatherbee Rd **CONTROL:** Signalized
FILENAME:
COUNT DATE: 6/29/2021 **DAY:** Tuesday **CITY:** Ft. Pierce **INTERSECTION:** US-1 and Weatherbee Rd
REPORT DATE: 6/30/2021 **ANALYSIS YEAR:** 2026

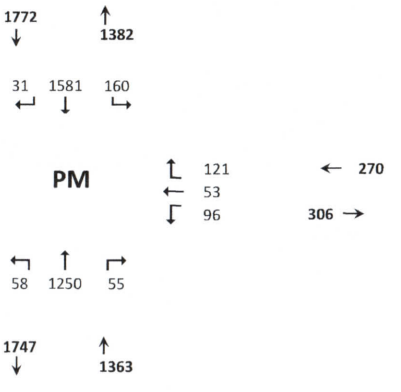
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	6	162	13	10	174	3	3	12	8	14	6	32	443	2349
7:15-7:30	11	245	7	23	202	2	10	9	8	17	12	32	578	2466
7:30-7:45	9	302	14	23	208	2	8	14	9	15	11	30	645	2495
7:45-8:00	10	301	11	15	224	3	5	11	8	15	26	54	683	2405
8:00-8:15	11	204	7	19	208	2	7	15	19	15	28	25	560	2297
8:15-8:30	8	231	12	17	228	5	9	13	18	16	19	31	607	
8:30-8:45	14	208	9	15	230	7	3	7	4	16	14	28	555	
8:45-9:00	6	224	14	13	251	3	6	10	11	7	6	24	575	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	38	1038	44	74	868	12	29	53	54	61	84	140	2495	
Season Factor	41	1131	48	81	946	13	32	58	59	66	92	153	2720	
Growth	47	1280	54	91	1070	15	36	65	67	75	104	173	3077	
In/Out	-	-			-	-	-		-				-	
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0
PROJECT	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Baron Midway		1			2					1				
Total	47	1281	54	91	1072	15	36	65	67	76	104	173	3081	



Seasonal Factor: 1.09
Trips In
Trips Out
Growth Rate: 1.025
Years Grown: 5
PHF 0.91

Peak Seasonal Factor Average of East of US-1 AND West of US-1

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	6	265	11	20	280	5	2	12	16	13	8	17	655	2704
4:15-4:30	10	266	24	21	256	4	5	13	19	16	8	26	668	2808
4:30-4:45	14	237	13	22	293	3	3	19	13	28	13	25	683	2864
4:45-5:00	12	253	11	31	302	8	1	13	9	25	10	23	698	2898
5:00-5:15	12	248	8	38	337	9	4	24	17	19	15	28	759	2867
5:15-5:30	11	246	10	29	349	3	1	22	13	10	7	23	724	
5:30-5:45	12	266	15	32	293	5	3	14	18	24	11	24	717	
5:45-6:00	11	258	15	25	268	6	2	13	14	20	9	26	667	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM											
Volumes	47	1013	44	130	1281	25	9	73	57	78	43	98	2898	
Season Factor	51	1104	48	142	1396	27	10	80	62	85	47	107	3159	
Growth	58	1249	54	160	1580	31	11	90	70	96	53	121	3574	
In/Out	-	-	0	0	-	-	-	0	-	0	0	0	-	
Percentage	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Project	0	0	0	0	0	0	0	0	0	0	0	0	**0**	
Baron Midway		1	1		1									
Total	58	1250	55	160	1581	31	11	90	70	96	53	121	3577	

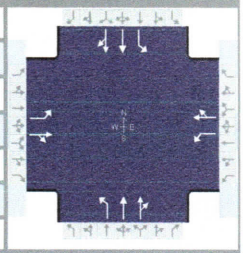


Seasonal Factor: 1.09
Growth Rate: 1.025
Trips In:
Trips Out:
Years Grown: 5
PHF 0.95

Peak Seasonal Factor Average of East of US-1 AND West of US-1

HCS Signalized Intersection Results Summary

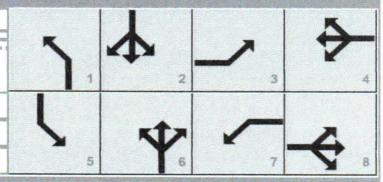
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jul 12, 2024	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	AM Peak Hour	PHF	0.91
Urban Street	US-1	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 & Weatherbee - AM - Without Project.xus		
Project Description	Future Total with Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	36	65	67	76	104	173	47	1281	54	91	1072	15

Signal Information			
Cycle, s	104.1	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	5.4	1.2	46.1	4.8	1.6	19.3	
Yellow	4.8	0.0	4.8	4.0	0.0	4.0	
Red	2.0	0.0	2.0	2.0	0.0	2.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	10.8	25.3	12.4	26.9	12.2	52.9	13.4	54.1
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	3.8	9.8	5.9	20.4	3.6	40.0	5.1	28.8
Green Extension Time (g_e), s	0.0	0.8	0.1	0.4	0.1	6.0	0.1	6.5
Phase Call Probability	0.68	1.00	0.91	1.00	0.78	1.00	0.94	1.00
Max Out Probability	0.00	0.00	0.00	0.39	0.00	0.21	0.00	0.07

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	40	145		84	304		52	737	730	100	599	596
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1714		1781	1681		1781	1870	1843	1781	1870	1861
Queue Service Time (g_s), s	1.8	7.8		3.9	18.4		1.6	37.8	38.0	3.1	26.8	26.8
Cycle Queue Clearance Time (g_c), s	1.8	7.8		3.9	18.4		1.6	37.8	38.0	3.1	26.8	26.8
Green Ratio (*g/C*)	0.23	0.19		0.25	0.20		0.50	0.44	0.44	0.51	0.45	0.45
Capacity (*c*), veh/h	157	319		317	338		246	830	818	211	851	847
Volume-to-Capacity Ratio (*X*)	0.252	0.455		0.263	0.899		0.210	0.889	0.892	0.474	0.704	0.704
Back of Queue (*Q*), ft/ln (95 th percentile)	35	146		74	354		27	597	594	53	417	409
Back of Queue (*Q*), veh/ln (95 th percentile)	1.4	5.8		2.9	13.9		1.1	23.5	23.4	2.1	16.4	16.3
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	33.2	37.7		31.3	40.6		17.7	26.6	26.7	22.5	22.8	22.8
Incremental Delay (d_2), s/veh	0.3	0.4		0.2	18.5		0.2	6.5	6.8	0.6	0.9	0.9
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	33.5	38.1		31.5	59.1		17.9	33.1	33.5	23.1	23.7	23.7
Level of Service (LOS)	C	D		C	E		B	C	C	C	C	C
Approach Delay, s/veh / LOS	37.1	D		53.2	D		32.8	C		23.7	C	
Intersection Delay, s/veh / LOS	31.9						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.30	B	2.30	B	1.91	B	1.91	B
Bicycle LOS Score / LOS	0.79	A	1.13	A	1.74	B	1.56	B

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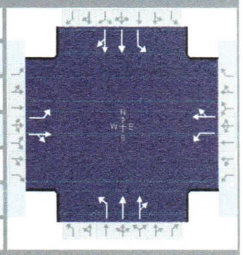
HCS Signalized Intersection Results Summary

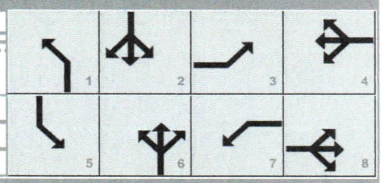
General Information				Intersection Information	
Agency				Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jul 12, 2024	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	PM Peak Hour	PHF	0.95
Urban Street	US-1	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 & Weatherbee - PM - WithOUT Project....		
Project Description	Future without Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	11	90	70	96	53	121	58	1250	55	160	1581	31

Signal Information			
Cycle, s	101.5	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	5.8	1.2		50.1	2.0	4.7		12.2				
Yellow	4.8	0.0		4.8	4.0	0.0		4.0				
Red	2.0	0.0		2.0	2.0	0.0		2.0				



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	8.0	18.2	12.6	22.9	12.6	56.9	13.7	58.0
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	2.6	11.6	6.9	12.5	3.6	32.3	6.6	44.2
Green Extension Time (g_e), s	0.0	0.6	0.1	0.5	0.1	8.3	0.2	7.0
Phase Call Probability	0.28	1.00	0.94	1.00	0.82	1.00	0.99	1.00
Max Out Probability	0.00	0.00	0.00	0.00	0.00	0.20	0.00	0.44

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	12	168		101	183		61	691	683	168	850	847
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1734		1781	1662		1781	1870	1842	1781	1870	1857
Queue Service Time (g_s), s	0.6	9.6		4.9	10.5		1.6	30.2	30.3	4.6	41.9	42.2
Cycle Queue Clearance Time (g_c), s	0.6	9.6		4.9	10.5		1.6	30.2	30.3	4.6	41.9	42.2
Green Ratio (*g/C*)	0.14	0.12		0.19	0.17		0.55	0.49	0.49	0.56	0.51	0.51
Capacity (*c*), veh/h	158	209		219	277		192	924	910	270	945	939
Volume-to-Capacity Ratio (*X*)	0.073	0.806		0.461	0.661		0.317	0.748	0.750	0.623	0.899	0.902
Back of Queue (*Q*), ft/ln (95 th percentile)	11	188		96	192		30	456	452	78	645	637
Back of Queue (*Q*), veh/ln (95 th percentile)	0.4	7.4		3.8	7.5		1.2	17.9	17.8	3.0	25.4	25.5
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	38.1	43.5		35.7	39.7		21.8	20.7	20.7	18.6	22.8	22.9
Incremental Delay (d_2), s/veh	0.1	2.8		0.6	1.0		0.3	1.8	1.8	0.9	8.3	8.6
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	38.2	46.3		36.2	40.7		22.2	22.4	22.5	19.4	31.1	31.5
Level of Service (LOS)	D	D		D	D		C	C	C	B	C	C
Approach Delay, s/veh / LOS	45.8	D		39.1	D		22.5	C		30.2	C	
Intersection Delay, s/veh / LOS	28.7						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.30	B	2.30	B	1.90	B	1.90	B
Bicycle LOS Score / LOS	0.78	A	0.96	A	1.67	B	2.03	B

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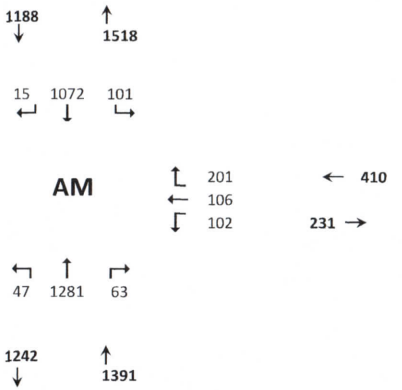
TURNING MOVEMENT VOLUME COUNTS

N/S STREET: US-1 **E/W STREET**: Weatherbee Rd **CONTROL**: Signalized
FILENAME:
COUNT DATE: 6/29/2021 **DAY**: Tuesday **CITY**: Ft. Pierce **INTERSECTION**: US-1 and Weatherbee Rd
REPORT DATE: 6/30/2021 **ANALYSIS YEAR**: 2026

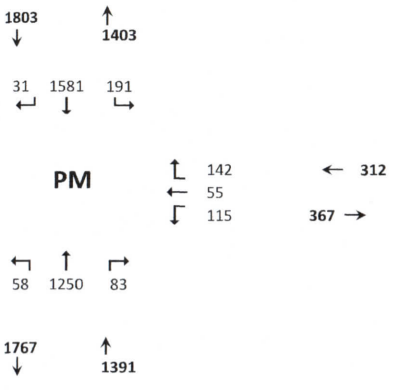
15 Min Period	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15	6	162	13	10	174	3	3	12	8	14	6	32	443	2349
7:15-7:30	11	245	7	23	202	2	10	9	8	17	12	32	578	2466
7:30-7:45	9	302	14	23	208	2	8	14	9	15	11	30	645	2495
7:45-8:00	10	301	11	15	224	3	5	11	8	15	26	54	683	2405
8:00-8:15	11	204	7	19	208	2	7	15	19	15	28	25	560	2297
8:15-8:30	8	231	12	17	228	5	9	13	18	16	19	31	607	
8:30-8:45	14	208	9	15	230	7	3	7	4	16	14	28	555	
8:45-9:00	6	224	14	13	251	3	6	10	11	7	6	24	575	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	38	1038	44	74	868	12	29	53	54	61	84	140	2495	
Season Factor	41	1131	48	81	946	13	32	58	59	66	92	153	2720	
Growth	47	1280	54	91	1070	15	36	65	67	75	104	173	3077	
In/Out	-	-	IN	IN	-	-	-	IN	-	OUT	OUT	OUT	-	
Percentage	0%	0%	41%	45%	0%	0%	0%	4%	0%	41%	4%	45%	0%	
PROJECT	0	0	9	10	0	0	0	1	0	26	3	29	**0**	
Baron Midway		1			2					1				
Total	47	1281	63	101	1072	15	36	66	67	102	106	201	3158	



Seasonal Factor: 1.09
Trips In 22
Trips Out 64
Growth Rate: 1.025
Years Grown: 5
PHF 0.91

Peak Seasonal Factor Average of East of US-1 AND West of US-1

15 Min Period lanes	Northbound NBL	NBT	NBR	Southbound SBL	SBT	SBR	Eastbound EBL	EBT	EBR	Westbound WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15	6	265	11	20	280	5	2	12	16	13	8	17	655	2704
4:15-4:30	10	266	24	21	256	4	5	13	19	16	8	26	668	2808
4:30-4:45	14	237	13	22	293	3	3	19	13	28	13	25	683	2864
4:45-5:00	12	253	11	31	302	8	1	13	9	25	10	23	698	2898
5:00-5:15	12	248	8	38	337	9	4	24	17	19	15	28	759	2867
5:15-5:30	11	246	10	29	349	3	1	22	13	10	7	23	724	
5:30-5:45	12	266	15	32	293	5	3	14	18	24	11	24	717	
5:45-6:00	11	258	15	25	268	6	2	13	14	20	9	26	667	
PM PEAK HOUR IS FROM:			4:45PM TO 5:45PM											
Volumes	47	1013	44	130	1281	25	9	73	57	78	43	98	2898	
Season Factor	51	1104	48	142	1396	27	10	80	62	85	47	107	3159	
Growth	58	1249	54	160	1580	31	11	90	70	96	53	121	3574	
In/Out	-	-	IN	IN	-	-	-	IN	-	OUT	OUT	OUT	-	
Percentage	0%	0%	41%	45%	0%	0%	0%	4%	0%	41%	4%	45%	0%	
Project	0	0	28	31	0	0	0	3	0	19	2	21	**0**	
Baron Midway		1	1		1									
Total	58	1250	83	191	1581	31	11	93	70	115	55	142	3680	

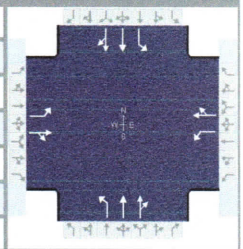


Seasonal Factor: 1.09
Growth Rate: 1.025
Trips In: 68
Trips Out: 47
Years Grown: 5
PHF 0.95

Peak Seasonal Factor Average of East of US-1 AND West of US-1

HCS Signalized Intersection Results Summary

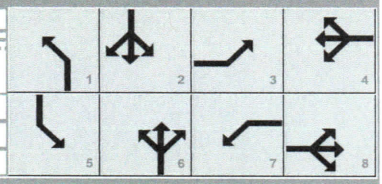
General Information				Intersection Information	
Agency	O'Rourke Engineering			Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jul 12, 2024	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	AM Peak Hour	PHF	0.91
Urban Street	US-1	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 & Weatherbee - AM - With Project.xus		
Project Description	Future Total with Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	36	66	67	102	106	201	47	1281	63	101	1072	15

Signal Information			
Cycle, s	109.8	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	5.6	1.2	48.6	4.9	2.4	21.6	
Yellow	4.8	0.0	4.8	4.0	0.0	4.0	
Red	2.0	0.0	2.0	2.0	0.0	2.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	10.9	27.6	13.3	29.9	12.4	55.4	13.6	56.6
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	3.9	10.2	7.4	23.7	3.7	42.7	5.6	30.3
Green Extension Time (g_e), s	0.0	0.9	0.1	0.2	0.1	5.8	0.1	6.5
Phase Call Probability	0.70	1.00	0.97	1.00	0.79	1.00	0.97	1.00
Max Out Probability	0.00	0.00	0.00	1.00	0.00	0.27	0.00	0.09

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	40	146		112	337		52	743	734	111	599	596
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1715		1781	1673		1781	1870	1839	1781	1870	1861
Queue Service Time (g_s), s	1.9	8.2		5.4	21.7		1.7	40.4	40.7	3.6	28.3	28.3
Cycle Queue Clearance Time (g_c), s	1.9	8.2		5.4	21.7		1.7	40.4	40.7	3.6	28.3	28.3
Green Ratio (*g/C*)	0.24	0.20		0.26	0.22		0.49	0.44	0.44	0.50	0.45	0.45
Capacity (*c*), veh/h	148	337		335	365		239	828	814	201	848	844
Volume-to-Capacity Ratio (*X*)	0.268	0.434		0.335	0.924		0.216	0.897	0.901	0.552	0.706	0.706
Back of Queue (*Q*), ft/ln (95 th percentile)	37	154		104	427		29	647	645	65	444	435
Back of Queue (*Q*), veh/ln (95 th percentile)	1.5	6.1		4.1	16.8		1.2	25.5	25.4	2.5	17.5	17.4
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	34.5	38.8		32.2	42.1		18.8	28.3	28.4	24.2	24.1	24.1
Incremental Delay (d_2), s/veh	0.4	0.3		0.2	26.7		0.2	8.1	8.6	0.9	1.2	1.2
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	34.8	39.1		32.4	68.8		19.0	36.4	37.0	25.1	25.3	25.4
Level of Service (LOS)	C	D		C	E		B	D	D	C	C	C
Approach Delay, s/veh / LOS	38.2	D		59.8	E		36.1	D		25.3	C	
Intersection Delay, s/veh / LOS	35.2						D					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.30	B	2.30	B	1.91	B	1.91	B
Bicycle LOS Score / LOS	0.79	A	1.23	A	1.75	B	1.56	B

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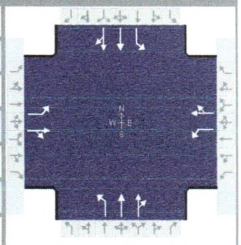
HCS Signalized Intersection Results Summary

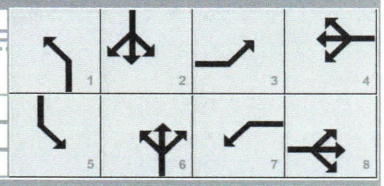
General Information				Intersection Information	
Agency				Duration, h	0.250
Analyst	James Kemp	Analysis Date	Jul 12, 2024	Area Type	Other
Jurisdiction	Saint Lucie County	Time Period	PM Peak Hour	PHF	0.95
Urban Street	US-1	Analysis Year	2026	Analysis Period	1> 7:00
Intersection	Weatherbee Road	File Name	C6 - US1 & Weatherbee - PM - With Project.xus		
Project Description	Future with Project				



Demand Information	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Demand (*v*), veh/h	11	93	70	115	55	142	58	1250	83	191	1581	31

Signal Information			
Cycle, s	104.6	Reference Phase	2
Offset, s	0	Reference Point	End
Uncoordinated	Yes	Simult. Gap E/W	On
Force Mode	Fixed	Simult. Gap N/S	On

Green	5.8	2.3	50.3	2.0	5.9	12.7	
Yellow	4.8	0.0	4.8	4.0	0.0	4.0	
Red	2.0	0.0	2.0	2.0	0.0	2.0	



Timer Results	EBL	EBT	WBL	WBT	NBL	NBT	SBL	SBT
Assigned Phase	3	8	7	4	1	6	5	2
Case Number	1.1	4.0	1.1	4.0	1.1	4.0	1.1	4.0
Phase Duration, s	8.0	18.7	13.9	24.6	12.6	57.1	14.9	59.4
Change Period, ($Y+R_c$), s	6.0	6.0	6.0	6.0	6.8	6.8	6.8	6.8
Max Allow Headway (*MAH*), s	3.0	3.1	3.0	3.1	3.0	2.9	3.0	2.9
Queue Clearance Time (g_s), s	2.6	12.1	8.0	14.3	3.7	35.3	7.9	45.7
Green Extension Time (g_e), s	0.0	0.6	0.1	0.6	0.1	8.3	0.2	6.8
Phase Call Probability	0.29	1.00	0.97	1.00	0.83	1.00	1.00	1.00
Max Out Probability	0.00	0.00	0.01	0.00	0.00	0.26	0.01	0.49

Movement Group Results	EB			WB			NB			SB		
Approach Movement	L	T	R	L	T	R	L	T	R	L	T	R
Assigned Movement	3	8	18	7	4	14	1	6	16	5	2	12
Adjusted Flow Rate (*v*), veh/h	12	172		121	207		61	708	695	201	850	847
Adjusted Saturation Flow Rate (*s*), veh/h/ln	1781	1736		1781	1656		1781	1870	1829	1781	1870	1857
Queue Service Time (g_s), s	0.6	10.1		6.0	12.3		1.7	33.1	33.3	5.9	43.4	43.7
Cycle Queue Clearance Time (g_c), s	0.6	10.1		6.0	12.3		1.7	33.1	33.3	5.9	43.4	43.7
Green Ratio (*g/C*)	0.14	0.12		0.22	0.18		0.54	0.48	0.48	0.56	0.50	0.50
Capacity (*c*), veh/h	152	212		234	295		187	900	880	269	940	934
Volume-to-Capacity Ratio (*X*)	0.076	0.811		0.517	0.704		0.326	0.787	0.790	0.748	0.904	0.907
Back of Queue (*Q*), ft/ln (95 th percentile)	12	198		116	220		30	506	501	104	678	669
Back of Queue (*Q*), veh/ln (95 th percentile)	0.5	7.8		4.6	8.6		1.2	19.9	19.7	4.1	26.7	26.8
Queue Storage Ratio (*RQ*) (95 th percentile)	0.00	0.00		0.00	0.00		0.00	0.00	0.00	0.00	0.00	0.00
Uniform Delay (d_1), s/veh	39.2	44.8		35.4	40.5		22.7	22.7	22.8	21.0	23.7	23.8
Incremental Delay (d_2), s/veh	0.1	2.8		0.7	1.8		0.4	2.7	2.9	2.3	9.2	9.6
Initial Queue Delay (d_3), s/veh	0.0	0.0		0.0	0.0		0.0	0.0	0.0	0.0	0.0	0.0
Control Delay (*d*), s/veh	39.3	47.7		36.0	42.3		23.0	25.4	25.6	23.3	32.9	33.4
Level of Service (LOS)	D	D		D	D		C	C	C	C	C	C
Approach Delay, s/veh / LOS	47.1	D		40.0	D		25.4	C		32.1	C	
Intersection Delay, s/veh / LOS	31.0						C					

Multimodal Results	EB		WB		NB		SB	
Pedestrian LOS Score / LOS	2.31	B	2.30	B	1.90	B	1.90	B
Bicycle LOS Score / LOS	0.79	A	1.03	A	1.70	B	2.05	B

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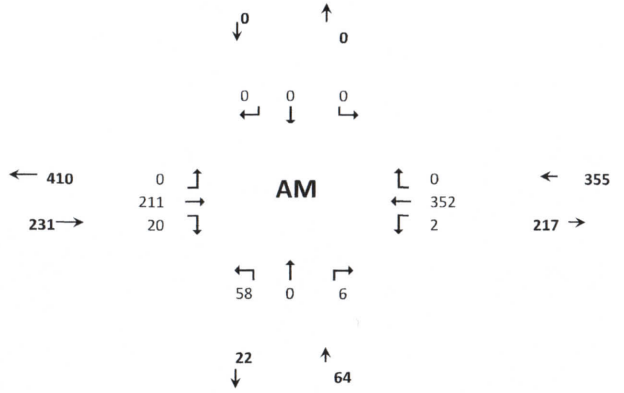
APPENDIX E

DRIVEWAY ANALYSIS DATA

TURNING MOVEMENT VOLUME COUNTS

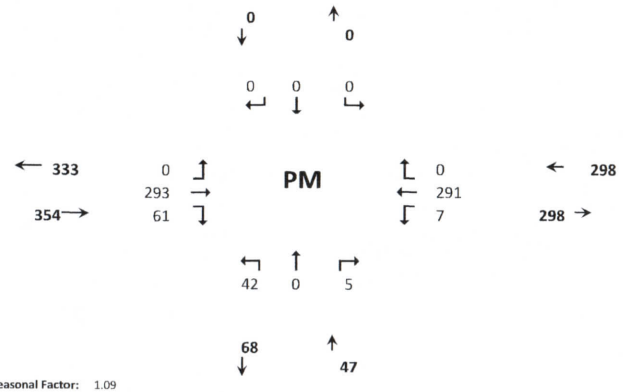
N/S STREET: Project Driveway
E/W STREET: Weatherbee Road
CONTROL: TWSC
FILENAME:
COUNT DATE: 6/29/2021
DAY: Tuesday
CITY: Fort Pierce
INTERSECTION:
REPORT DATE: 7/12/2024
ANALYSIS YEAR: 2026

	Northbound			Southbound			Eastbound			Westbound				
15 Min Period	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
7:00-7:15								35			52		87	424
7:15-7:30								39			59		98	446
7:30-7:45								51			56		107	456
7:45-8:00								37			95		132	438
8:00-8:15								41			68		109	380
8:15-8:30								42			66		108	
8:30-8:45								31			58		89	
8:45-9:00								37			37		74	
AM PEAK HOUR IS FROM:			7:30 AM TO 8:30AM											
Volumes	0	0	0	0	0	0	0	171	0	0	285	0	456	
Season Factor	0	0	0	0	0	0	0	186	0	0	311	0	497	
Growth	0	0	0	0	0	0	0	211	0	0	351	0	562	
In/Out	OUT	-	OUT	-	-	-	-	IN	IN	IN	OUT	-	-	
Percentage	90%	0%	10%	0%	0%	0%	0%	0%	90%	10%	0%	0%	0%	
PROJECT	58	0	6	0	0	0	0	0	20	2	0	0	**86**	
Baron Midway											1			
Total	58	0	6	0	0	0	0	211	20	2	352	0	649	



Seasonal Factor: 1.09
Trips In: 22
Trips Out: 64
Growth Rate: 1.025
Years Grown: 5
PHF: 0.86

	Northbound			Southbound			Eastbound			Westbound				
15 Min Period lanes	NBL	NBT	NBR	SBL	SBT	SBR	EBL	EBT	EBR	WBL	WBT	WBR	TOTAL	ONE HOUR SUM
4:00-4:15								43			38		81	422
4:15-4:30								58			50		108	473
4:30-4:45								54			66		120	472
4:45-5:00								55			58		113	471
5:00-5:15								70			62		132	460
5:15-5:30								61			46		107	
5:30-5:45								61			58		119	
5:45-6:00								53			49		102	
PM PEAK HOUR IS FROM:			4:15PM TO 5:15PM											
Volumes	0	0	0	0	0	0	0	237	0	0	236	0	473	
Season Factor	0	0	0	0	0	0	0	258	0	0	257	0	516	
Growth	0	0	0	0	0	0	0	292	0	0	291	0	583	
In/Out	OUT	-	OUT	-	-	-	-	IN	IN	IN	OUT	-	-	
Percentage	90%	0%	10%	0%	0%	0%	0%	0%	90%	10%	0%	0%	0%	
Project	42	0	5	0	0	0	0	0	61	7	0	0	**115**	
Baron Midway								1						
Total	42	0	5	0	0	0	0	293	61	7	291	0	699	



Seasonal Factor: 1.09
Growth Rate: 1.025
Trips In: 68
Trips Out: 47
Years Grown: 5
PHF: 0.90

E-1

HCS Two-Way Stop-Control Report

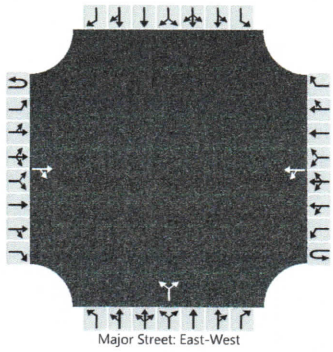
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	7/12/2024
Analysis Year	2026
Time Analyzed	AM Peak Hour
Intersection Orientation	East-West
Project Description	407 E. Weatherbee

Site Information

Intersection	Weatherbee & Driveway 1
Jurisdiction	St. Lucie County
East/West Street	Weatherbee Road
North/South Street	Driveway 1
Peak Hour Factor	0.86
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			211	20		2	352			58		6				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						2					74					
Capacity, c (veh/h)						1289					438					
v/c Ratio						0.00					0.17					
95% Queue Length, Q_{95} (veh)						0.0					0.6					
95% Queue Length, Q_{95} (ft)						0.0					15.4					
Control Delay (s/veh)						7.8	0.0				14.9					
Level of Service (LOS)						A	A				B					
Approach Delay (s/veh)					0.1				14.9							
Approach LOS					A				B							

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HCS Two-Way Stop-Control Report

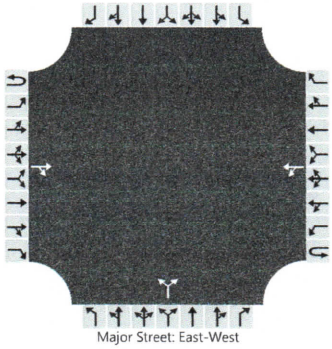
General Information

Analyst	James Kemp
Agency/Co.	O'Rourke Engineering
Date Performed	7/12/2024
Analysis Year	2026
Time Analyzed	PM Peak Hour
Intersection Orientation	East-West
Project Description	407 E. Weatherbee

Site Information

Intersection	Weatherbee & Driveway 1
Jurisdiction	St. Lucie County
East/West Street	Weatherbee Road
North/South Street	Driveway 1
Peak Hour Factor	0.90
Analysis Time Period (hrs)	0.25

Lanes



Vehicle Volumes and Adjustments

Approach	Eastbound				Westbound				Northbound				Southbound			
Movement	U	L	T	R	U	L	T	R	U	L	T	R	U	L	T	R
Priority	1U	1	2	3	4U	4	5	6		7	8	9		10	11	12
Number of Lanes	0	0	1	0	0	0	1	0		0	1	0		0	0	0
Configuration				TR		LT					LR					
Volume (veh/h)			293	61		7	291			42		5				
Percent Heavy Vehicles (%)						3				3		3				
Proportion Time Blocked																
Percent Grade (%)										0						
Right Turn Channelized																
Median Type | Storage	Undivided															

Critical and Follow-up Headways

Base Critical Headway (sec)						4.1				7.1		6.2				
Critical Headway (sec)						4.13				6.43		6.23				
Base Follow-Up Headway (sec)						2.2				3.5		3.3				
Follow-Up Headway (sec)						2.23				3.53		3.33				

Delay, Queue Length, and Level of Service

Flow Rate, v (veh/h)						8					52					
Capacity, c (veh/h)						1160					420					
v/c Ratio						0.01					0.12					
95% Queue Length, Q_{95} (veh)						0.0					0.4					
95% Queue Length, Q_{95} (ft)						0.0					10.2					
Control Delay (s/veh)						8.1	0.1				14.8					
Level of Service (LOS)						A	A				B					
Approach Delay (s/veh)					0.3				14.8							
Approach LOS					A				B							

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THE SUNRISE CITY
FORT PIERCE
PLANNING DEPARTMENT
Florida

PUBLIC NOTIFICATION CERTIFICATION

PROJECT NAME: Site Plan (Development Review) – 4601 Regian Dr. – 3403-501-0025-000-5

NOTICES PROVIDED PURSUANT TO: City Code Section 125-37

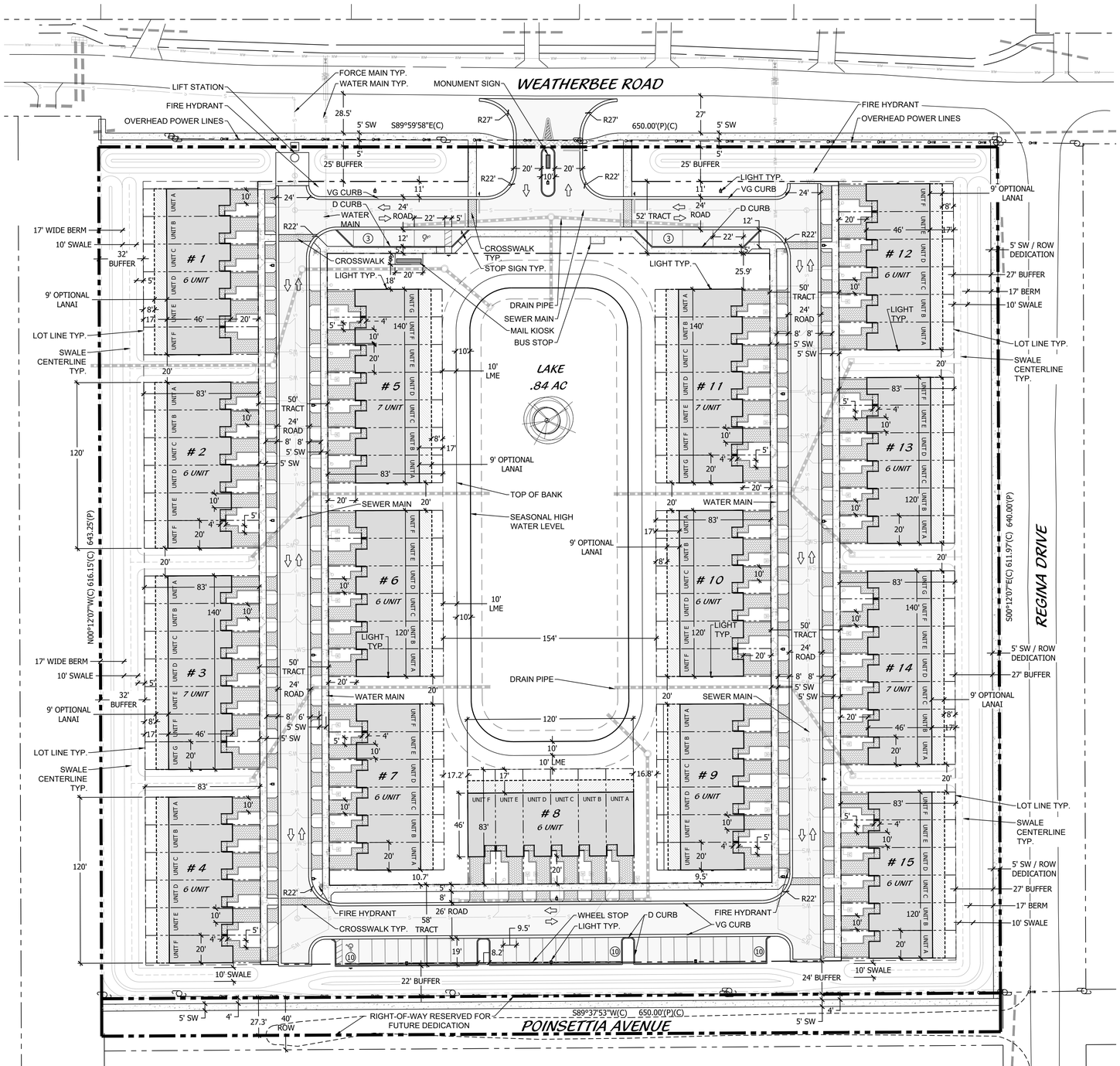
NOTICE BY NEWSPAPER: March 23, 2025

NOTICE BY MAIL: N/A

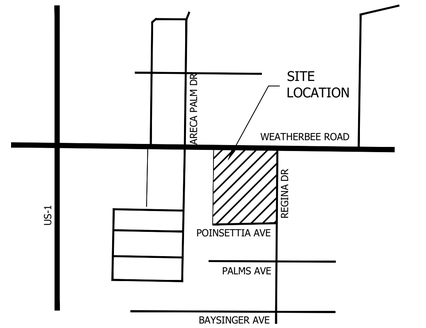
NOTICE BY SIGNS: N/A

VERIFIED BY: Kerry C. Driver **TITLE:** Senior Planner

SIGNATURE:  **DATE:** March 13, 2025



KEY MAP



LEGEND

HC	HANDICAP	HC SIGN	PARKING LIGHT
LB	LANDSCAPE BUFFER	STOP SIGN	
SB	SETBACK	DO NOT ENTER	BUILDING/ACCENT LIGHT
SW	SIDEWALK	PEDESTRIAN CROSSING	
TYP	TYPICAL		

TREASURE TOWNHOMES SITE DATA

PARCEL: 340350100250005
4601 REGINA DRIVE

LAND USE	**RM**
ZONING	**R-4**
FIRM/FLOOD ZONE	**ZONE X, A; MAP # 12111C0279K**

BUILDING DATA

	ACRES	SQUARE FEET	
TOTAL SITE AREA	**9.574**	**417,043**	
TOTAL BUILDINGS	**15**	**BUILDINGS**	
7 UNIT BUILDINGS	4		
6 UNIT BUILDINGS	11		
TOTAL PROPOSED UNITS	**94**	**UNITS**	
DENSITY	**9.82**	**UNITS/ACRE**	
MEDIAN ROOF HEIGHT	**23'**		

PARKING CALCULATIONS

REQUIRED PARKING	188	SPACES
*1.5 SPACES PER UNIT		
PROVIDED PARKING		
OFF-STREET STANDARD PARKING	34	SPACES
OFF-STREET HANDICAPPED PARKING	2	SPACES
DRIVEWAY PARKING	94	SPACES
GARAGE PARKING	94	SPACES
TOTAL	**224**	SPACES

PERVIOUS/IMPERVIOUS CALCULATIONS

PERVIOUS	ACRES	SQUARE FEET	PERCENT
BUFFER TRACT	1.49	65,055	15.6%
LME & LAKE PLANTING	0.41	17,909	4.3%
40' WIDTH TRACT	0.41	17,916	4.3%
LOT OPEN SPACE	0.76	33,134	7.9%
OTHER LANDSCAPE AREA	0.96	41,852	10.0%
SUB-TOTAL	**4.04**	**175,866**	42.2%

IMPERVIOUS	ACRES	SQUARE FEET	PERCENT
BUILDING COVERAGE	1.86	80,888	19.4%
VEHICULAR USE AREA	1.29	56,129	13.5%
PAVER DRIVEWAYS & WALKS	0.75	32,806	7.9%
OPTIONAL LANAI (MAX COVERAGE)	0.39	16,920	4.1%
SIDEWALKS, CONCRETE PADS	0.41	17,809	4.3%
WATER SURFACE	0.84	36,625	8.8%
SUB-TOTAL	5.54	**241,177**	57.8%
TOTAL	**9.574**	**417,043**	**100.0%**

NOTE: ALL CONSTRUCTION SHALL COMPLY WITH THE CITY OF FORT PIERCE CODE OF ORDINANCE SECTIONS 107, 109, AND 125

LEGAL DESCRIPTION

LEGAL DESCRIPTION SOURCE (ORB 4723, PG. 2287):

LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 2; LOTS 1 THROUGH 26, INCLUSIVE, BLOCK 3 AND THAT PART OF VACATED ENGLAR AVENUE ADJACENT THERETO, REGINA PALMS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 4, PAGE 82, OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

CONTAINING 9.574 ACRES, MORE OR LESS.

LEGAL DESCRIPTION (AS SURVEYED):

A PARCEL OF LAND LYING IN BLOCKS 2 AND 3, REGINA PALMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 4, PAGE 82 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH EAST CORNER OF SAID BLOCK 2; THENCE SOUTH 00°12'07" EAST ALONG THE EAST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE WEST RIGHT-OF-WAY LINE OF REGINA DRIVE (A 60.00 FOOT RIGHT-OF-WAY) , A DISTANCE OF 611.97 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF POINSETTIA AVENUE (A 40.00 FOOT RIGHT-OF-WAY)(AS LAID OUT AND IN SUE); THENCE SOUTH 89°37'53" WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 650.00 FEET TO A POINT ON THE WEST LINE OF SAID BLOCKS 2 AND 3, ALSO BEING THE EAST RIGHT-OF-WAY LINE OF NORTH ST. LUCIE RIVER WATER CONTROL DISTRICT (A 60.00 FOOT CANAL RIGHT-OF-WAY); THENCE NORTH 00°12'07" WEST ALONG THE WEST LINE OF SAID BLOCKS 2 AND 3, A DISTANCE OF 616.15 FEET TO A POINT ON THE NORTH LINE OF SAID BLOCK 2, ALSO BEING THE SOUTH RIGHT-OF-WAY LINE OF WEATHERBEE BOULEVARD (A 90.00 FOOT RIGHT-OF-WAY); THENCE SOUTH 89°59'58" EAST ALONG THE NORTH LINE OF SAID BLOCK 2, A DISTANCE OF 650.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.163 ACRES, MORE OR LESS.

SITE PLAN

0' 20' 40' 80' 120' 160'

Scale: 1" = 40'-0"

North

Cotleur & Hearing
Landscape Architects
Land Planners
Environmental Consultants
1934 Commerce Lane
Suite 1
Jupiter, Florida 33458
561.747.6336 · Fax 747.1377
www.cotleurhearing.com
Lic# LC-C000239

TREASURE TOWNHOMES

Ivy Development Group
Fort Pierce, Florida

DESIGNED ACE
DRAWN ACE
APPROVED ACE
JOB NUMBER 24-0303
DATE 07-17-24
REVISIONS 10-04-24
01-28-25

SHEET 1 OF 2

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PO Box 631244 Cincinnati, OH 45263-1244

AFFIDAVIT OF PUBLICATION

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City Of Fort Pierce
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Fort Pierce FL 34950

STATE OF WISCONSIN, COUNTY OF BROWN

Before the undersigned authority personally appeared, who on oath says that he or she is the Legal Advertising Representative of the Indian River Press Journal/St Lucie News Tribune/Stuart News, newspapers published in Indian River/St Lucie/Martin Counties, Florida; that the attached copy of advertisement, being a Legal Ad in the matter of Govt Public Notices, was published on the publicly accessible websites of Indian River/St Lucie/Martin Counties, Florida, or in a newspaper by print in the issues of, on:

03/23/2025

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 03/23/2025

Legal Clerk

Notary, State of WI, County of Brown

3.7.27
My commission expires

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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, will on Monday, April 7, 2025, hold a Public Hearing in the City Hall Commission Chambers, 100 North U.S. Highway 1, Fort Pierce, Florida, at their meeting which begins at 5:05 p.m., to consider review and approval of an application for Site Plan (Development Review) submitted by applicant Cotleur & Hearing on behalf of Treasure Townhomes, LLC to develop 94-units of fee simple townhomes, located at 4601 Regina Dr., more specifically located at Parcel Control Number: 3403-501-0025-000-5.

All interested parties may appear at the meeting and be heard with respect to the Application(s). The Quasi-Judicial procedures can be found on the City's website: https://www.cityoffortpierce.com/DocumentCenter/View/6740/Quasi-Judicial-Procedures. Said applications will be available for inspection in the City Clerk's Office, City Hall, 100 North U.S. Highway 1, Fort Pierce, Florida.

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

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

/s/ Linda W. Cox, City Clerk
March 23 2025
LSAR0261584

City Commission Regular Meeting **13. a.**

Meeting Date: 04/07/2025

Re: Resolution 25-R23: Authorizing or Denying a Time Extension for the Sale Agreement of 604 S 6th Street

Submitted For: Miriam Garcia, Redevelopment Specialist, Community and Economic Dev

---

SUBJECT:

Resolution 25-R23 Granting or Denying a Time Extension for the Sale Agreement of 604 S 6th Street.

SUMMARY:

On April 1, 2024, the City of Fort Pierce entered into an Agreement pursuant to Resolution No. 24-R15 for the sale of property at 1204 Avenue E, Fort Pierce, FL 34950. The Agreement required the Grantee to develop a 2-bedroom, 1-bathroom single-family home, following a specified Development Timeline.

Per the Agreement, the Grantee was obligated to apply for all necessary approvals and permits within 195 days of the title's conveyance. The property was conveyed on June 28, 2024, establishing a January 9, 2025 deadline.

The Grantee did not meet the deadline and has requested a 170-day extension. If approved, the new deadline to obtain the required approvals would be June 28, 2025.

RECOMMENDATION:

Staff will proceed as directed by the City Commission

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N

Fiscal Year: 2025

Account: N/A
Amount: 0
OTHER INFORMATION:
N/A

Attachments

604 S 6th St Presentation
604 S 6th Street First Amendment
Updated Timeline 03.19.2025
Resolution 25-R23
Email requesting extension
Plans as of 1.28.25
2nd Email (170 Days)
4.1.24 Executed Resolution & Agreement
Deed 6.28.24
RLS Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Devoshay Johnson	03/19/2025 05:53 PM

Form Started By: Miriam Garcia
Started On: 03/12/2025 03:50 PM
Final Approval Date: 03/19/2025

THE SUNRISE CITY

FORT PIERCE

Florida

SURPLUS PROPERTY EXTENSION REQUEST 604 S. 6TH STREET



604 S. 6TH ST.

604 S 6TH STREET



TIMELINE

5 Feb. 2024

City awarded RFQ

1 Apr. 2024

City authorized Surplus Property Sale Agreement ($15,000)

28 June 2024

Conveyance of Title to JoeJohn McVey

9 Jan. 2025

Permit Application Deadline

SALE AGREEMENT TIMELINE

A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS (DEADLINE 1/9/25)**

Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner within 195 calendar days of the conveyance of title to the Real Property to Grantee.

B. **COMMENCEMENT OF CONSTRUCTION**

Grantee shall commence construction within 30 calendar days of receiving the required approvals and building permits.

C. **CERTIFICATE OF OCCUPANCY**

Grantee shall obtain a Certificate of Occupancy within 14 months of the issuance of required approvals and building permits.

EXTENSION REQUEST FROM GRANTEE



Grantee was unable to meet the January 9, 2025, deadline for permit application and has requested a 170-day extension. If extension is approved, the new deadline would be June 28,2025.



During this extension request process, Mr. McVey has continued to diligently advance the design process.



A permit application was submitted March 25, 2025, therefore if extension is approved, this would fulfill the requirements for the timeline under Section A: Applications for Approvals & Building Permits



Mr. McVey has committed to shortening his original construction schedule from 14 months to 12 months.



QUESTIONS

FIRST AMENDMENT
TO THE SURPLUS PROPERTY SALE AGREEMENT

THIS FIRST AMENDMENT TO THE SURPLUS PROPERTY SALE AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____2025, by and between the CITY OF FORT PIERCE, a municipal corporation, whose address is 100 N. US Highway 1, Fort Pierce, Florida 34950 ("City") and JOEJOHN MCVEY whose mailing address is 12425 ½ Short Avenue, Los Angeles, CA 90066 ("Grantee"), collectively the "Parties".

W I T N E S S E T H:

WHEREAS, on April 1, 2024, pursuant to Resolution No. 24-R15, the Parties entered into the Agreement for the sale of real property located at 604 S 6th Street, Fort Pierce, FL 34950; and

WHEREAS, the Agreement included a Development Timeline for which the Grantee was required to develop a 2 bedroom, 1 bathroom single family home; and

WHEREAS, the Grantee was required, pursuant to the Application for Approvals and Building Permits section of the Development Timeline in the Agreement to apply for any and all required approvals, building permits, and all other permits required within 195 days of the conveyance of the title to the real property to Grantee as required by the Development Timeline in the Agreement; and

WHEREAS, the Grantee failed to apply for the required approvals, building permits, and all other permits required within 195 days of the conveyance of title; and

WHEREAS, the Grantee has requested an extension of 170 days to apply for all required approvals, building permits, and all other permits, as required under the Applications for Approvals and Building Permits section of the Development Timeline in the Agreement; and

WHEREAS, the Grantee has offered to reduce the Certificate of Occupancy timeline from the original 14 months to 12 months for completing construction after receiving the required approvals and building permits.

NOW THEREFORE, the undersigned parties to this Agreement do hereby amend the 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 Amendment shall become effective immediately upon the date written above, following the final signature of the Parties.

3. **Development Timeline.** Section 4, Development Deadlines of the Surplus Property Sale Agreement shall be amended to read as follows:

A. APPLICATIONS FOR APPROVALS AND BUILDING PERMITS

Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the applicable jurisdiction, within ~~195~~ 365 days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

B. COMMENCEMENT OF CONSTRUCTION

Grantee shall commence construction within 30 calendar days of receiving the required approvals and building permits.

C. CERTIFICATE OF OCCUPANCY

Grantee shall obtain a Certificate of Occupancy within ~~14~~ 12 months of the issuance of required approvals and building permits.

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

5. **Counterparts.** This Amendment 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 Amendment, 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)

GRANTEE WITNESSES:

By: _____

Print Name: Ian McVey

Address: 3900 Lenawee Ave.
Culver City, CA 90066

By: _____

Print Name: Mason McVey

Address: 12424 1/5 Short Ave.
Los Angeles, CA 90066

GRANTEE:

Sign: _____

Print Name: Joejohn McVey

Title: Owner

Date: 3/26/2025

CITY OF FORT PIERCE:

Sign: _____

Linda Hudson, Mayor

Date: _____

ATTEST:

_____

Linda W. Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____

Sara K. Hedges, Esq.
City Attorney

604 S 6TH STREET - TIMELINE r4

3/19/2025

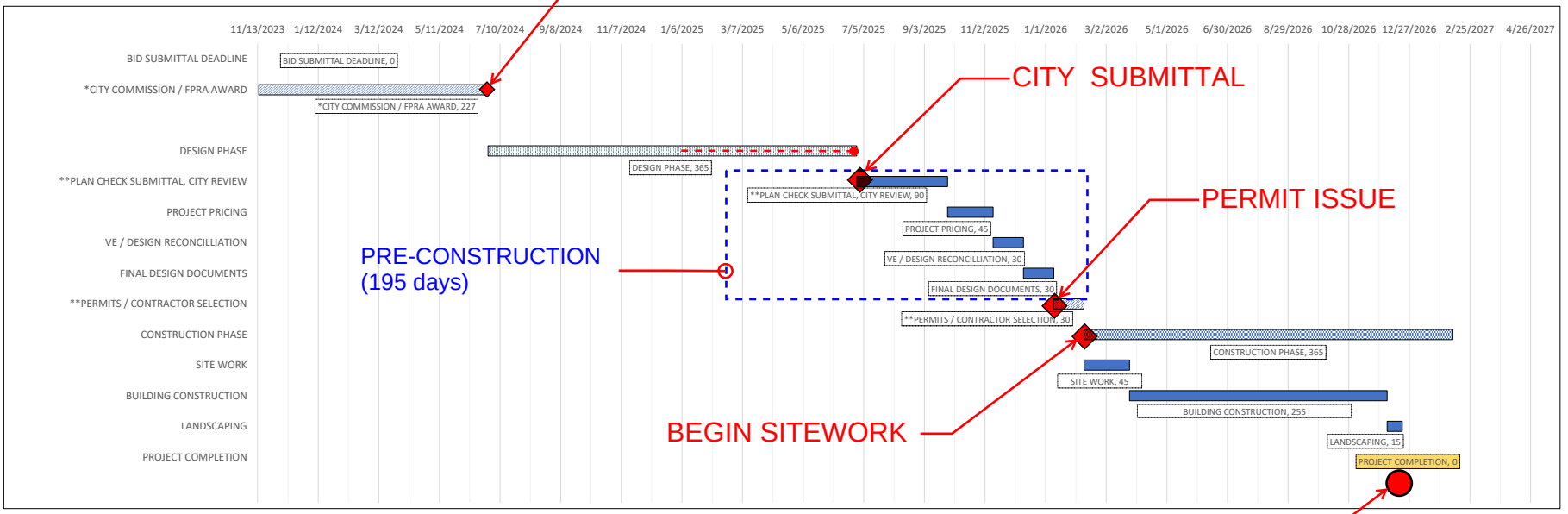
TASK ID	ACTIVITY	DURATION (DAYS)	START	END		DATE	MILESTONE
1	BID SUBMITTAL DEADLINE	0	11/13/2023	11/13/2023		11/13/2023	BID SUBMITTAL DEADLINE
2	*CITY COMMISSION / FPRA AWARD	227	11/14/2023	6/28/2024	DEED ISSUED ON 6/28	T.B.D.	*CITY COMMISSION / FPRA AWARD
3	DESIGN PHASE	365	6/28/2024	6/28/2025	(+160 DAYS)	T.B.D	***PERMITS
4	**PLAN CHECK SUBMITTAL, CITY REVIEW	90	6/28/2025	9/26/2025			
5	PROJECT PRICING	45	9/26/2025	11/10/2025	(+195 DAYS)	2/8/2026	***START CONSTRUCTION
6	VE / DESIGN RECONCILLIATION	30	11/10/2025	12/10/2025			
7	FINAL DESIGN DOCUMENTS	30	12/10/2025	1/9/2026		12/20/2026	***PROJECT COMPLETION
8	**PERMITS / CONTRACTOR SELECTION	30	1/9/2026	2/8/2026			
9	CONSTRUCTION PHASE	365	2/8/2026	2/8/2027			
10	SITE WORK	45	2/8/2026	3/25/2026			
11	BUILDING CONSTRUCTION	255	3/25/2026	12/5/2026			
12	LANDSCAPING	15	12/5/2026	12/20/2026			
13	PROJECT COMPLETION	0	12/20/2026	12/20/2026			

COMMENTS

* ASSUMES A 120 DAY APPROVAL PROCESS - FINAL NUMBER OF DAYS T.B.D. BY CITY

** ASSUMES A 90 DAY APPROVAL PROCESS - FINAL DURATION T.B.D BY CITY

*** FINAL DATES CONTINGENT ON CITY APPROVAL PROCESS



NOTES:

Deed issued on 6/28/2024 (+107 days or 3.5 months) past original projected schedule end date of 3/13/2024

Current design phase increased from 195 days to 365 (**+170**)

Shifted City review and pre-construction activities out to better align with sequencing process (**+195**)

Reduced original construction duration from time of permit issue from 420 days to 365 days (14 months to 12 months (**-60**)

Overall schedule adjustment +10 months or 305 days

RESOLUTION NO. 25 -R23

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING OR DENYING AN AMENDMENT TO THE SURPLUS PROPERTY SALE AGREEMENT AT **605 SOUTH 6TH STREET** RELATED TO A REQUEST FOR AN EXTENSION OF TIME, TO INCLUDE ANY NECESSARY LITIGATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 1, 2024, pursuant to Resolution No. 24-R15, the City of Fort Pierce and JoeJohn McVey ("Grantee") entered into the Surplus Property Sale Agreement ("Agreement") for the sale of real property located at 605 South 6th Street Fort Pierce, FL 34950 ("Property"); and

WHEREAS, the Agreement was filed in the Official Records for St. Lucie County at Book 5129, Pages 2596-2604; and

WHEREAS, the Agreement included a Development Timeline for which the Grantee was required to develop a 2 bedroom, 1 bathroom single family home; and

WHEREAS, the Grantee was required, pursuant to the Application for Approvals and Building Permits section of the Development Timeline in the Agreement to apply for any and all required approvals, building permits, and all other permits required within 195 days of the conveyance of the title to the real property to Grantee as required by the Development Timeline in the Agreement; and

WHEREAS, the Grantee has failed to apply for the required approvals, building permits, and all other permits required within 195 days of the conveyance of title; and

WHEREAS, the Agreement and the Quit Claim Deed include the City's right of Reverter to re-enter and retake the Property upon a material breach of the Agreement, as determined by the City in its sole discretion; and

WHEREAS, pursuant to the Agreement, upon such re-entry, all right, title, and interest of the Grantee in the Property shall cease and revert immediately to the City and the Purchase Price shall be forfeit to the City; and

WHEREAS, the Grantee has requested an extension of 170 days to apply for all required approvals, building permits, and all other permits, as required under the Applications for Approvals and Building Permits section of the Development Timeline in the Agreement.

WHEREAS, the Grantee has offered to reduce the Certificate of Occupancy timeline from the original 14 months to 12 months for completing construction after receiving the required approvals and building permits.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City Commission hereby makes the following determination in response to the request:

☐ GRANTS the Grantee's request for an extension of time and authorizes execution of the First Amendment to the Agreement, attached hereto as Exhibit 1.

☐ DENIES the Grantee's request for an extension of time due to a material breach of the Agreement based on the Grantee's failure to comply with the material term(s) of the Agreement and hereby authorizes and directs the City Attorney, or their designee, to exercise the Reverter under the Agreement and Quit Claim Deed by any and all legal means necessary, to include the initiation of litigation, if necessary.

SECTION 3. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

Miriam Garcia

From: jmcvey mcveystudio.com <jmcvey@mcveystudio.com>
Sent: Tuesday, January 28, 2025 4:56 AM
To: Miriam Garcia
Subject: RE: 604 S 6th St - Surplus Property
Attachments: 604 S 6th St - Sale Agreement FINAL_ext request-01.pdf; 604_Timeline_r2_2024_0220.pdf; 2025_0128_in-progress plans.pdf; 604_Timeline_r3_2025_0128.pdf

City of Fort Pierce

Warning: The sender jmcvey@mcveystudio.com might be a spam sender.
This is SPAM: Block Not a Spam Sender
powered by Graphus®

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Good Morning Ms Garcia,

Please find attached timeline revision with updated design and construction durations, as well as previous timeline for reference. I have also included some progress plans and renderings; however I will have a more complete package once I receive drawings from Consultants. Basically, I have added 90 days to design phase to allow for additional time for Consultants to complete the documents for the City submittal. I have consolidated and shifted pre-construction activities and plan-check review to be in line, sequentially after submittal. This time was never accounted for in the original development agreement and needs to be accounted for as this is an important phase and will take time to get pricing from various sources. And lastly, I have saved off 2 months from the construction schedule. I think this is more realistic and will get me to where I need to be.

- Deed issued on 6/28/2024 (+107 days or 3.5 months) past original projected schedule end date of 3/13/2024
- Current design phase increased from 195 days to 285 (**+90**)
- Shifted City review and pre-construction activities out to better align with sequencing process (**+195**)
- Reduced original construction duration from time of permit issue from 420 days to 365 days (14 months to 12 months (**-60**)
- **Overall schedule adjustment +7.5 months or 225 days**

Best Regards,

Joejohn

Joejohn McVey

Principal, mcveystudio design, LLC.

Mobile: 310-895-5590

Email: jmcvey@mcveystudio.com

www.mcveystudio.com

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Wednesday, January 22, 2025 9:52 AM
To: jmcvey mcveystudio.com <jmcvey@mcveystudio.com>
Subject: RE: 604 S 6th St - Surplus Property

Good afternoon, Mr. McVey,

I hope this email finds you well.

I'm following up to discuss the development of 604 S 6th Street. During our last phone conversation, you mentioned the possibility of requesting an amendment to the agreement to adjust the timelines.

Please let me know how you would like to proceed by sending your extension request so we can coordinate with the City Attorney to draft the necessary amendment and resolution for review and approval by the City Commission.

Thank you, and I look forward to your response.

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

From: Miriam Garcia
Sent: Wednesday, January 8, 2025 7:55 AM
To: jmcvey mcveystudio.com <jmcvey@mcveystudio.com>
Subject: RE: 604 S 6th St - Surplus Property

Good Morning Mr. McVey,

Happy New Year!

I hope this email finds you well. I'm reaching out to confirm whether you'll be able to submit the permit application for 604 S 6th Street by the deadline of **January 9, 2025**. If this deadline cannot be met, we will need to request an extension from the FPRA Board at their February meeting.

Could you please provide an update on your progress? Additionally, if an extension is necessary, we will need to present a resolution and an amendment to the agreement at the February FPRA meeting. How many additional days would you require beyond January 9, 2025? Would an extension of 90 days suffice?

Excerpt from the Development Agreement:

A. APPLICATIONS FOR APPROVALS AND BUILDING PERMITS

Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the applicable jurisdiction, within 195 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

Please respond at your earliest convenience so we can submit the request to the City Attorney's office if necessary.

Thank you for your prompt attention to this matter

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

From: jmcvey mcveystudio.com <jmcvey@mcveystudio.com>
Sent: Tuesday, November 26, 2024 1:10 PM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Re: 604 S 6th St - Surplus Property

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Thank you, have a great Thanksgiving as well.

Joejohn McVey
mcveystudio design

www.mcveystudio.com
T. 310-895-5590
E. jmcvey@mcveystudio.com

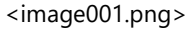
On Nov 26, 2024, at 4:25 AM, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:

Hello Mr. McVey,

Thank you for the update.

Have a Happy Thanksgiving!

Kindest regards,



Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
Office: 772-467-3786

mgarcia@cityoffortpierce.com

<image002.png>

<image003.png>

<image004.png>

<image005.png>

From: jmcvey mcveystudio.com <jmcvey@mcveystudio.com>
Sent: Friday, November 22, 2024 3:47 PM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Re: 604 S 6th St - Surplus Property

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Good afternoon Ms Garcia,

Hope you are well. Thank you for checking in. I am still working on preparing the design drawings for City submission. It has been going a bit slower than I would like but I am still shooting to submit to City in January. I will give you an update in the coming weeks.

Thank you and have a good Thanksgiving.

Joejohn

Joejohn McVey
mcveystudio design

www.mcveystudio.com
T. 310-895-5590
E. jmcvey@mcveystudio.com

On Nov 20, 2024, at 11:55 AM, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:

Good afternoon, Mr. McVey,

I'm reaching out to check on the status of the Surplus Property at 604 S 6th Street. The first milestone for your development timeline (listed below) is due on January 9, 2026, and I wanted to get an update from you on your progress.

A. APPLICATIONS FOR APPROVALS AND BUILDING PERMITS
Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the applicable jurisdiction, within 195 days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

Please let me know if you have any questions or if there is anything that I can do to assist you in this process.

Kindest regards,



Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
Office: 772-467-3786

mgarcia@cityoffortpierce.com















IN PROGRESS - NOT FOR CONSTRUCTION

mcveystudio design
Los Angeles, CA 90066 Tel. (310) 895-5590 www.mcveystudio.com

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PROJECT TEAM:

Project Designer:
mcveystudio design
12425½ Short Ave.
Los Angeles, CA 90066
(310) 895-5590

Structural Engineer:
HRCD Consulting LLC
PO Box 2999
Stuart, FL 34995
(772) 215-8521

Geotechnical Engineer:
x
xxxx

Survey Consultant:
Cypress Land Surveys, Inc
702 Avenue A, NW
Winter Haven, Florida 33881
P: (863) 299-8165
E: cypressland@msn.com

Energy Consultant:
HRCD Consulting LLC
PO Box 2999
Stuart, FL 34995
(772) 215-8521

PROJECT TITLE:
604 6th

PROJECT ADDRESS:
604 S 6TH STREET
FT. PIERCE, FL

NO.	DATE	DESCRIPTION
XX	XXXXXXXXX	PLAN CHECK

JOB NO. 0000
DRAWN BY: JM
DATE: 01/11/2025
SCALE:

DRAWING TITLE:
RENDERINGS

SHEET NUMBER:
A1-101









IN PROGRESS - NOT FOR CONSTRUCTION

mcveystudio design
Los Angeles, CA 90066 Tel. (310) 895-5590 www.mcveystudio.com

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PROJECT TEAM:

Project Designer:

mcveystudio design
12425½ Short Ave.
Los Angeles, CA 90066
(310) 895-5590

Structural Engineer:

HRCD Consulting LLC
PO Box 2999
Stuart, FL 34995
(772) 215-8521

Geotechnical Engineer:

x

xxxx

Survey Consultant:

Cypress Land Surveys, Inc
702 Avenue A, NW
Winter Haven, Florida 33881
P: (863) 299-8165
E: cypresslandf@msn.com

Energy Consultant:

HRCD Consulting LLC
PO Box 2999
Stuart, FL 34995
(772) 215-8521

PROJECT TITLE:
604 6th

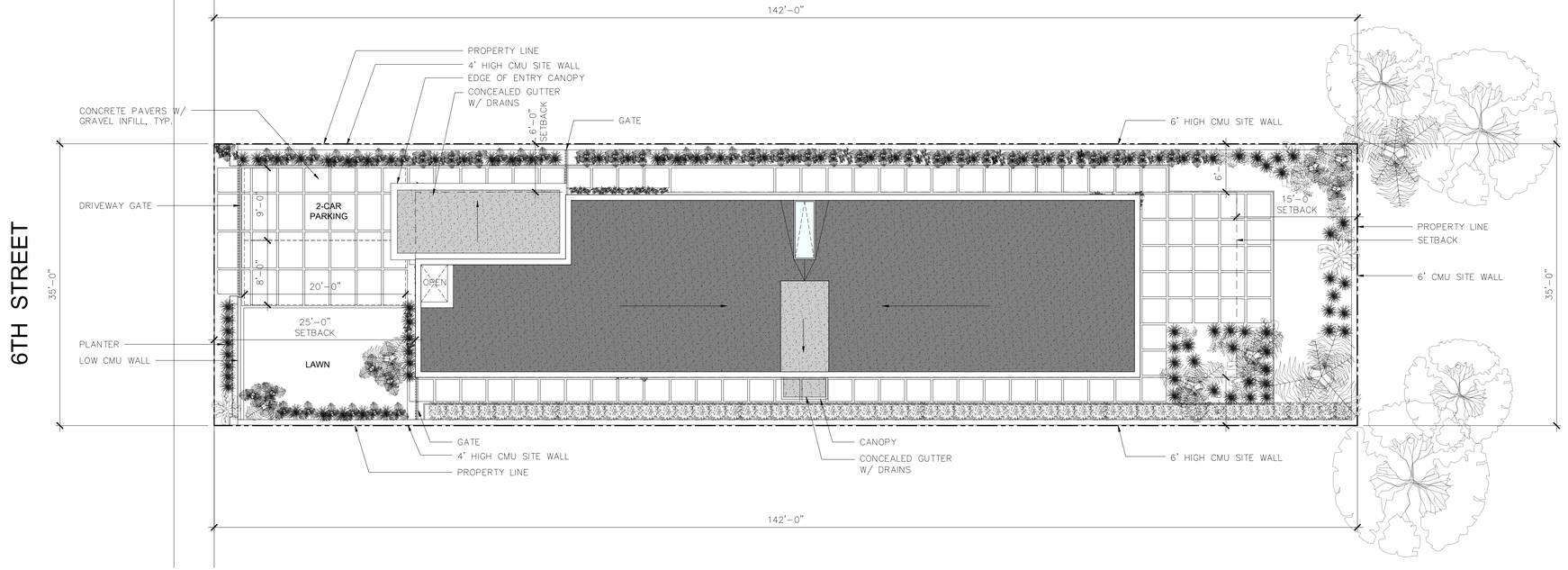
PROJECT ADDRESS:
604 S 6TH STREET
FT. PIERCE, FL

NO.	DATE	DESCRIPTION
XX	XX/XX/XXXX	PLAN CHECK

JOB NO. 0000
DRAWN BY: JM
DATE: 01/11/2025
SCALE:

DRAWING TITLE:
RENDERINGS

SHEET NUMBER:
A1-102



SITEPLAN | 1

1/8" = 1'-0"

mcveystudio design
Los Angeles, CA 90068 Tel. (310) 895-5590 www.mcveystudio.com
@mcveystudio

PROJECT TEAM:

Project Designer:
mcveystudio design
Los Angeles, CA

Structural & Civil Engineer:
x
xxxx

Geotechnical Engineer:
x
xxxx

Survey Consultant:
x
xxxx

Energy Consultant:
x
xxxx

PROJECT TITLE:
604 6th

PROJECT ADDRESS:
604 S 6TH STREET
FT. PIERCE, FL

NO.	DATE	DESCRIPTION
XX	XX/XX/XXXX	PLAN CHECK

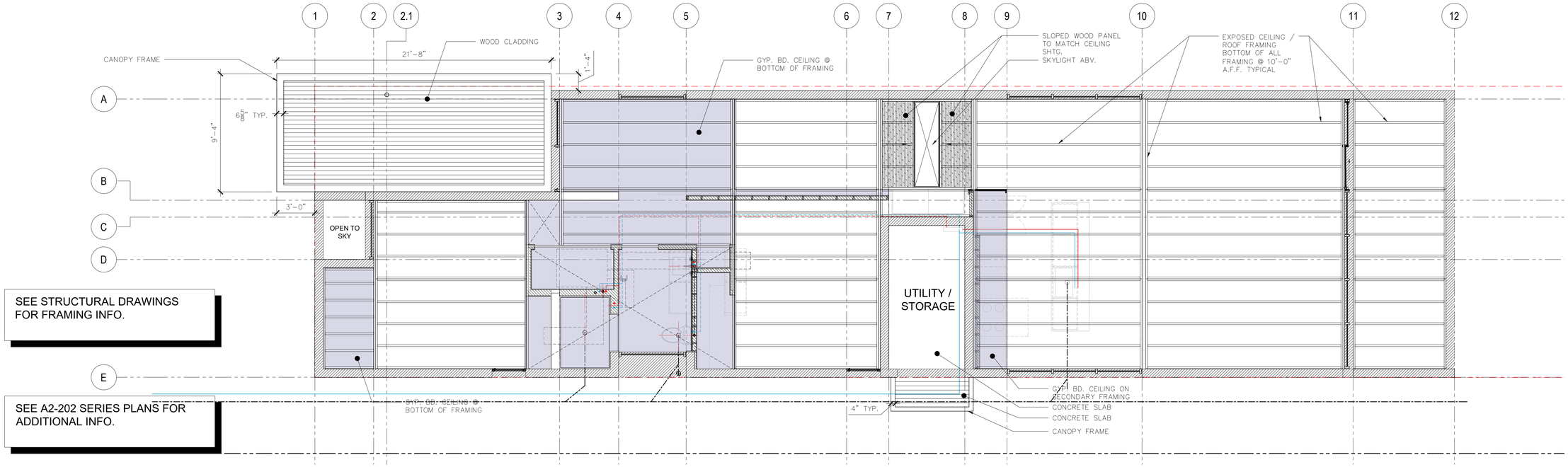
N

JOB NO. 0000
DRAWN BY: JM
DATE: 01/11/2025
SCALE: 1/4" = 1'-0"

DRAWING TITLE:
SITEPLAN

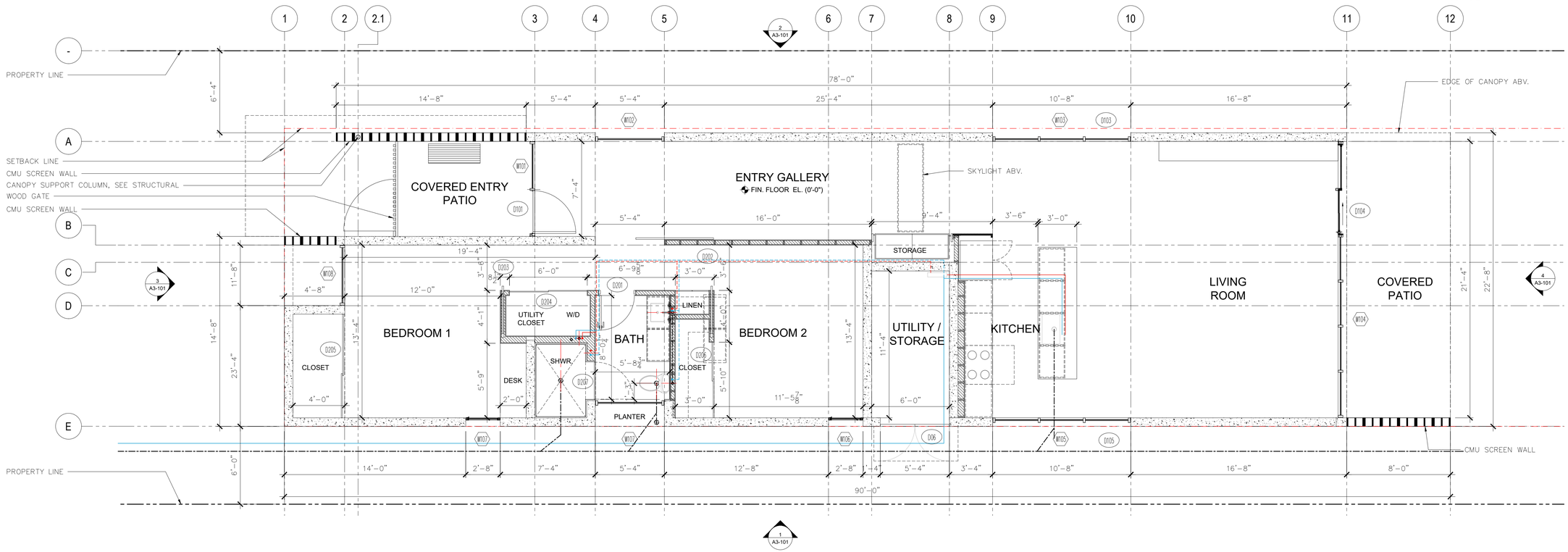
SHEET NUMBER:
A1-101

IN PROGRESS - NOT FOR CONSTRUCTION



REFLECTED CEILING PLAN | 1

1/4" = 1'-0"



FLOOR PLAN | 1

1/4" = 1'-0"

IN PROGRESS - NOT FOR CONSTRUCTION

mcveystudio design
Los Angeles, CA 90066 Tel. (310) 895-5590 www.mcveystudio.com

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PROJECT TEAM:
Project Designer:
mcveystudio design
12425½ Short Ave.
Los Angeles, CA 90066
(310) 895-5590
Structural Engineer:
HRCD Consulting LLC
PO Box 2999
Stuart, FL 34995
(772) 215-8521
Geotechnical Engineer:
x
xxxx
Survey Consultant:
Cypress Land Surveys, Inc
702 Avenue A, NW
Winter Haven, Florida 33881
P: (863) 299-8165
E: cypressland@msn.com
Energy Consultant:
HRCD Consulting LLC
PO Box 2999
Stuart, FL 34995
(772) 215-8521

PROJECT TITLE:
604 6th

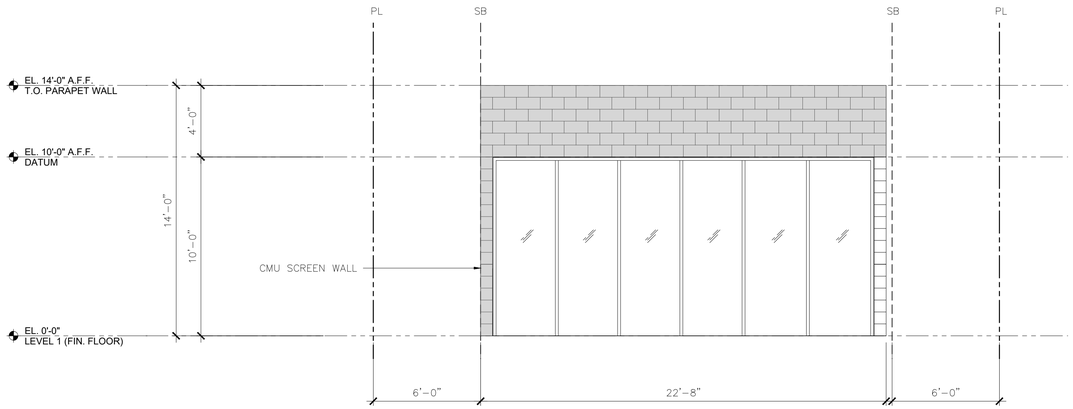
PROJECT ADDRESS:
604 S 6TH STREET
FT. PIERCE, FL

NO.	DATE	DESCRIPTION
xx	xx/xx/xxxx	PLAN CHECK

JOB NO. 2025-001
DRAWN BY: JM
DATE: MM/DD/YYYY
SCALE: 1/4" = 1'-0"

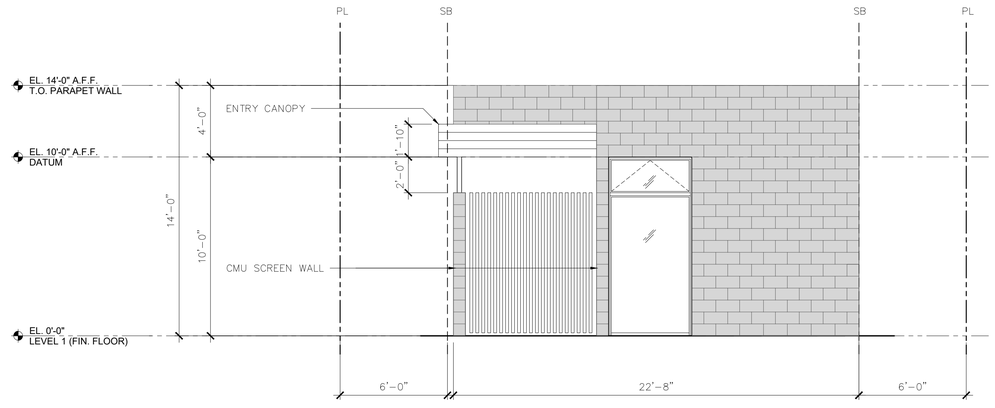
DRAWING TITLE:
FLOOR PLAN
RCP

SHEET NUMBER:
A2-201



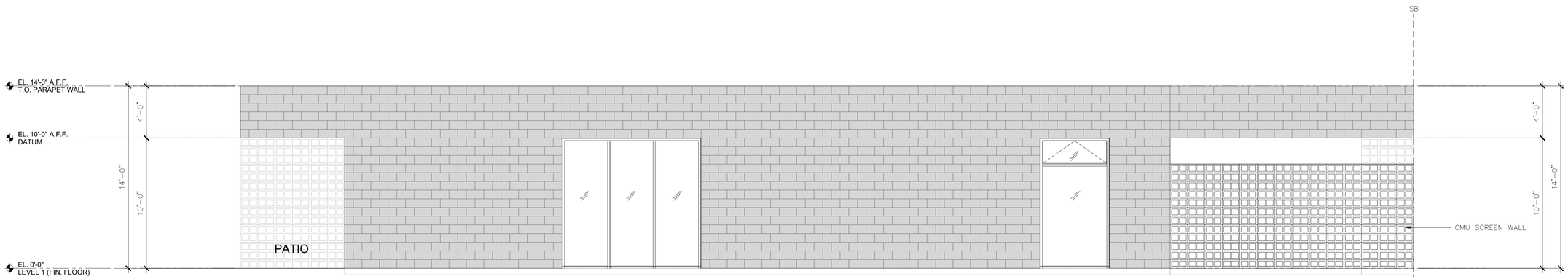
EAST ELEVATION (REAR) | 4

1/4" = 1'-0"



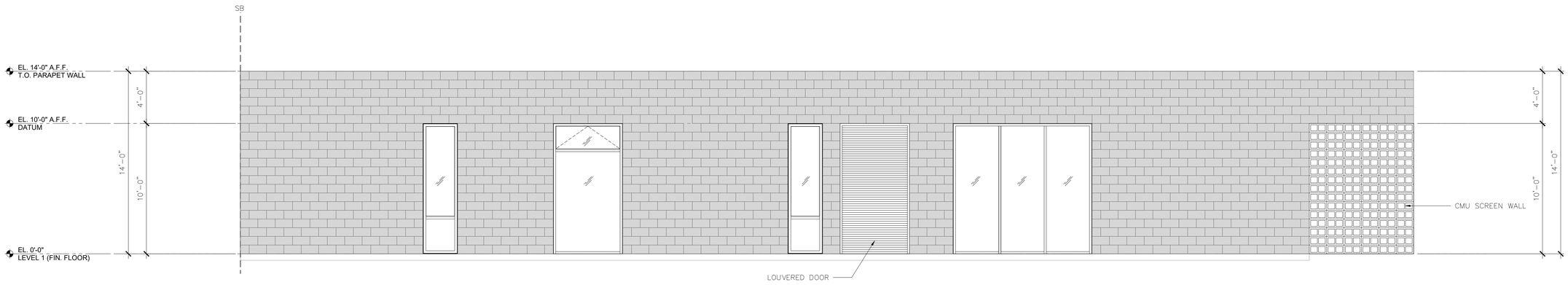
WEST ELEVATION (FRONT) | 3

1/4" = 1'-0"



NORTH ELEVATION | 2

1/4" = 1'-0"



SOUTH ELEVATION | 1

1/4" = 1'-0"

IN PROGRESS - NOT FOR CONSTRUCTION

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P: (863) 299-8165
E: cypresslands@msn.com
Energy Consultant:
HRCD Consulting LLC
PO Box 2999
Stuart, FL 34995
(772) 215-8521

PROJECT TITLE:
604 6th

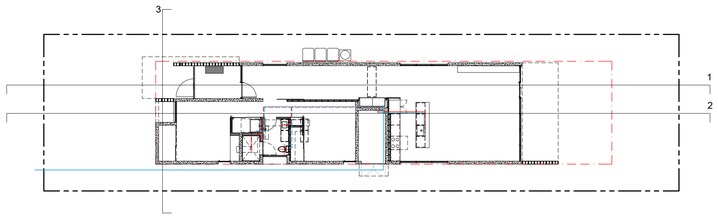
PROJECT ADDRESS:
604 S 6TH STREET
FT. PIERCE, FL

NO	DATE	DESCRIPTION
xx	XX/XX/XXXX	PLAN CHECK

JOB NO. 2025-001
DRAWN BY: JM
DATE: 01/19/2025
SCALE: AS NOTED

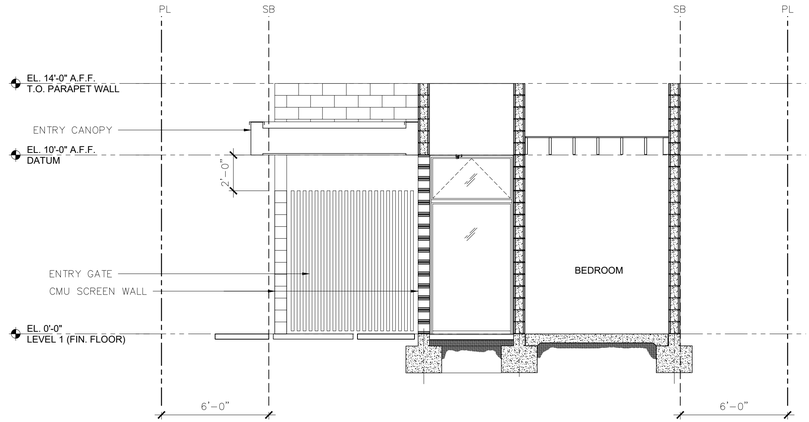
DRAWING TITLE:
FLOOR PLAN
RCP

SHEET NUMBER:
A3-101



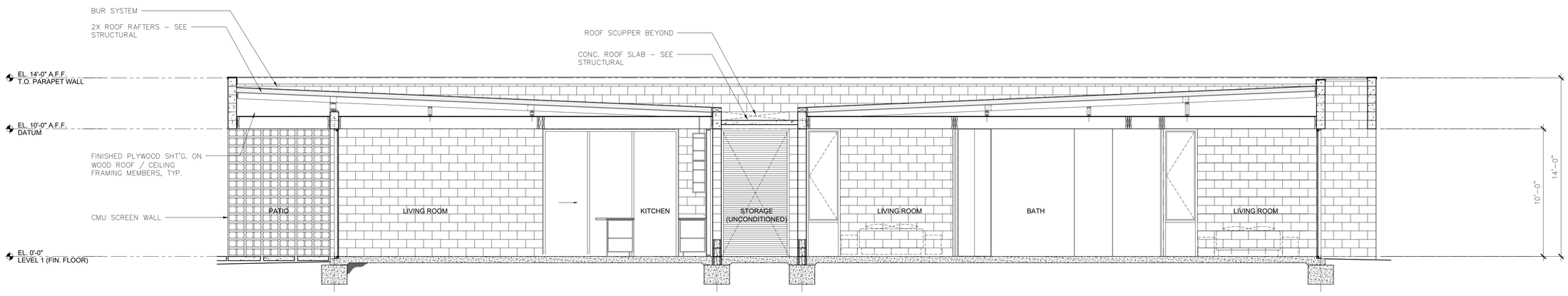
KEY PLAN | 4

N.T.S.



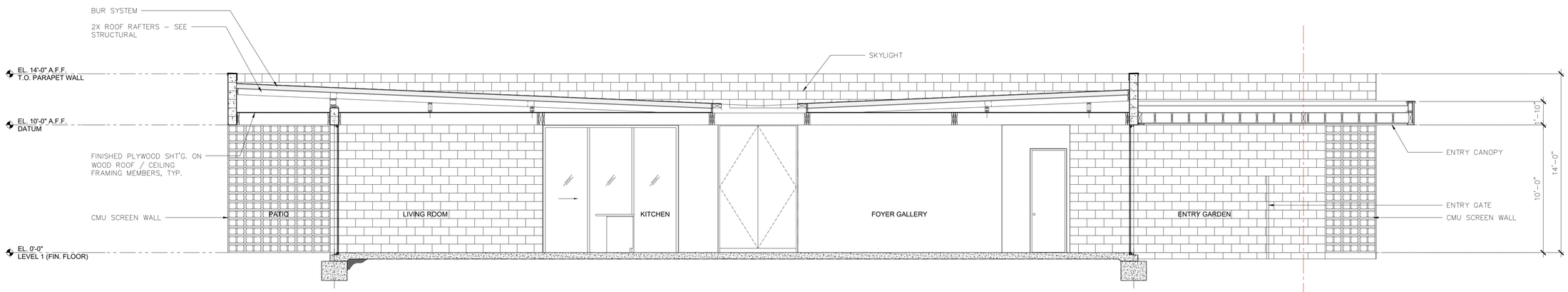
BUILDING SECTION | 3

1/4" = 1'-0"



BUILDING SECTION | 2

1/4" = 1'-0"



BUILDING SECTION | 1

1/4" = 1'-0"

IN PROGRESS - NOT FOR CONSTRUCTION

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Los Angeles, CA 90066 Tel. (310) 895-5590 www.mcveystudio.com
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PROJECT TITLE:
604 6th

PROJECT ADDRESS:
604 S 6TH STREET
FT. PIERCE, FL

NO.	DATE	DESCRIPTION
XX	XX/XX/XXXX	PLAN CHECK

JOB NO. 2025-001
DRAWN BY: JM
DATE: 01/19/2025
SCALE: AS NOTED

DRAWING TITLE:
BUILDING SECTIONS

SHEET NUMBER:
A4-101

From: jmcvey mcveystudio.com
To: Miriam Garcia
Subject: RE: 604 S 6th St - City Commission Meeting 4/7/25
Date: Thursday, March 13, 2025 10:44:06 AM
Attachments: image001.png
image004.png

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Hi Ms Garcia,
Confirmed, please adjust request from 90 to 170 days as discussed. Let me know if you need anything else at this time. I will be there for the meeting on the 4/7.

Thank you,
Joejohn

Joejohn McVey
Principal, mcveystudio design, LLC.

Mobile: 310-895-5590
Email: jmcvey@mcveystudio.com

www.mcveystudio.com

From: Miriam Garcia <mgarcia@cityoffortpierce.com>
Sent: Wednesday, March 12, 2025 11:21 AM
To: jmcvey mcveystudio.com <jmcvey@mcveystudio.com>
Subject: RE: 604 S 6th St - City Commission Meeting 4/7/25

Hi Mr. McVey,

Per our conversation, please confirm your request to change your extension request from 90 days to 170 days. The new deadline to apply for all required approvals, building permits, and any other necessary permits, as outlined in the agreement, would be June 28, 2025.

Please confirm at your earliest convenience.

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

From: jmcvey mcveystudio.com <jmcvey@mcveystudio.com>
Sent: Friday, February 28, 2025 2:42 PM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Re: 604 S 6th St - City Commission Meeting 4/7/25

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Great, thank you

Joejohn McVey
mcveystudio design

www.mcveystudio.com
T. 310-895-5590
E. jmcvey@mcveystudio.com

> On Feb 28, 2025, at 7:35 AM, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:
>
> Good morning, Mr. McVey,
>
> I received confirmation from the City Attorney that I can add your request for the extension of surplus property to the April 7th meeting.
> The meeting is at 5:05pm in our City Hall Commission Chambers.
>
> I will send you the amendment to the agreement next week for your review and signature.
>
> Please let me know if you have any questions.

Kindest regards,



Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5320394 04/04/2024 10:02:23 AM
OR BOOK 5129 PAGE 2596 - 2604 Doc Type: RESO
RECORDING: $78.00

RESOLUTION NO. 24-R15

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS **604 SOUTH 6TH STREET**, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce is the fee simple titleholder of real property commonly known as 604 South 6th Street, Fort Pierce, Florida (the "Real Property"); and

WHEREAS, at a City Commission meeting held on February 5, 2024, the City Commission approved the Planning Board's recommendation and declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public; and

WHEREAS, on October 27, 2023, and November 3, 2023, the City caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers, or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 1:30p.m. on November 13, 2023, and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package"); and

WHEREAS, on November 13, 2023, the bid period closed, and all bids received by the City were thereafter reviewed; and

WHEREAS, on February 5, 2024, Bid No. 2024-010, submitted by JoeJohn McVey, Inc., whose address is 12425 ½ Short Avenue, Los Angeles, CA 90066 (the "Successful Bidder") in the amount of Fifteen Thousand and no/100 Dollars ($15,000.00) ("Transfer Consideration") was determined by the City Commission to be the highest ranked successful bidder for the Real Property and authorized staff to begin negotiations; and

WHEREAS, the best interests of the public will be served by: (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a quitclaim deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement, and (iii) authorizing the City, officers, attorneys, and other agents of the City of Fort Pierce to do all things necessary to carry out the transactions contemplated by this Resolution.

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

SECTION 1. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

SECTION 2. The transfer of the Real Property to the Successful Bidder shall be conditioned upon the execution of the Surplus Property Sale Agreement for the Real Property, attached hereto as Exhibit "A" and incorporated by reference.

SECTION 3. The transfer of the Real Property to the Successful Bidder, including execution and delivery of quitclaim deeds conveying each property of the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to each property of the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement. The receipt of the Transfer Consideration by authorized officers and agents of the City at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies, if any, without further action by the City.

SECTION 4. The Mayor and the City Manager or any one of them, are hereby authorized to execute each quitclaim deed conveying the City's interest in the Real Property to the Successful Bidder.

SECTION 5. Members of the City, the City Manager, officers, attorneys, and other agents of the City are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of the City is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extent of this Resolution.

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

SECTION 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 8. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April 2024.

Linda Hudson

LINDA HUDSON, Mayor

ATTEST

LINDA W. COX
City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

SARA HEDGES
City Attorney

EXHIBIT "A"

SURPLUS PROPERTY SALE AGREEMENTS

706 NORTH 20TH STREET, FORT PIERCE, FLORIDA

SURPLUS PROPERTY
SALE AGREEMENT

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this 1st day of April, 2024 by and between the **CITY OF FORT PIERCE**, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City") and **JOEJOHN MCVEY**., whose address is 12425 ½ Short Avenue, Los Angeles, CA 90066 ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City owns the real property ("Real Property") described as 604 South 6th Street, in the public records of St. Lucie County, Florida, 34950, Fort Pierce, Florida, St. Lucie County Property ID 2410-715-0010-000-3; and

WHEREAS, on February 5, 2024, the City Commission held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of $15,000.00 (the "Purchase Price") was authorized via Resolution No. 24-R15, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the City subject to the limitations and requirements of this Agreement; and

WHEREAS, the City desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City.

3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 2 bedroom, 1 bathroom single family home on the Real Property pursuant to and in conformity with their submitted Bid No. 2024-010 documents, attached as Exhibit A and incorporated herein by reference.

4. **DEVELOPMENT TIMELINE.**

   A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS** Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the

applicable jurisdiction, within 195 calendar days of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

B. **COMMENCEMENT OF CONSTRUCTION**
Grantee shall commence construction within 30 calendar days of receiving the required approvals and building permits.

C. **CERTIFICATE OF OCCUPANCY**
Grantee shall obtain a Certificate of Occupancy within 14 months of the issuance of required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include proof the building permit(s) was obtained, proof the Certificate of Occupancy was obtained, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.

6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.

7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The City may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.

8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the City in its sole discretion, the Purchase Price of the Real Property is forfeited to the City, no refund of the Purchase Price will be granted to Grantee, and Grantor, its successors, and its assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.

9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the City, and their officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to this Agreement. Nothing herein is intended to or shall be deemed a waiver of the

Sovereign Immunity provisions of Section 768.28, Florida Statutes.

10. **ASSIGNMENT.** If Grantee lists the Real Property for sale, the Grantee must notify the City of such listing within ten (10) calendar days of such listing. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the City no less than thirty (30) calendar days prior to the transfer of title to the Real Property. Further, the Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property. Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.

11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers. This Agreement may not be assigned without prior written consent of the City.

12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

GRANTEE:
JoeJohn McVey
12425 ½ Short Ave
Los Angeles, CA 90066

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1

Fort Pierce, FL 34950

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded in the Public Records of St. Lucie County, Florida.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: _____

Print: IAN MCVEY

Date: 3/24/2024

Address: 3900 LENAWEE AVE #8
CULVER CITY, CA 90232

Sign: _____

Print: MASON MCVEY

Date: 3/24/2024

Address: 12425 1/2 SHOLT AVE
LOS ANGELES, CA 90066

GRANTEE:

Sign: _____

Print: JOEJOHN MCVEY

Date: 3/24/2024

CITY OF FORT PIERCE :

Sign: _____

Linda Hudson, Mayor

Date: 4/1/2024

Attest:

_____

Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

_____

Sara K. Hedges, Esq.
City Attorney

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5367864 OR BOOK 5184 PAGE 1910, Recorded 07/30/2024 09:22:35 AM Doc Tax: $105.00

This instrument prepared by:
Kaylee A. Tuck, Esq.
GrayRobinson, P.A.
1404 Dean Street, Suite 300
Fort Myers, FL 33901

Parcel I.D. No.: 2410-715-0010-000-3
Consideration: $15,000.00

QUIT-CLAIM DEED

(THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION)

THIS QUIT-CLAIM DEED is executed this 28th day of June, 2024, by the **CITY OF FORT PIERCE, FLORIDA,** a Florida municipal corporation, having an address of 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("**Grantor**"), to **JOEJOHN MCVEY,** having an address of 12425 ½ Short Avenue, Los Angeles, CA 90066 ("**Grantee**").

W I T N E S S E T H:

For and in consideration of the sum of ten dollars ($10.00) paid by Grantee to Grantor, and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby remise, release, and quitclaim unto the said Grantee, all that certain piece, parcel or tract of land lying and being in the County of St. Lucie, State of Florida, more particularly described as follows:

Lot 10, WOODBINE SUBDIVISION, according to the Plat thereof, recorded in Plat Book 4, Page 94, Public Records of St. Lucie County, Florida.

NOTWITHSTANDING THE FOREGOING, pursuant to that certain City of Fort Pierce Bid No. 2024-010, by and between Grantor and Grantee (a copy of which is on file with the City Clerk), if Grantee fails to complete the improvements as described therein in compliance with the Code of Ordinances of the City of Fort Pierce or violates, breaches, or fails to comply with the Surplus Property Sale Agreement entered into between the parties in any manner, then Grantor, its successors and assigns, shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee forever; subject to reservations, easements, covenants, restrictions, and limitations of record and all existing public utilities, encroachments, ways, and servitudes howsoever created.

THIS QUIT-CLAIM DEED is subject to all matters and encumbrances of public records, including but not limited to easements, other interests of the Grantor or other third parties which may touch and concern the Property, and the Surplus Property Agreement executed on April 1, 2024 and recorded in the Public Records of St. Lucie County at Book 5129, Page 2596-2604 (a copy of which is also on file with the City Clerk).

AND Grantor hereby releases all right, title, and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the said Property, and Grantor hereby releases all privileges and rights of entry and all privileges which Grantor may have to mine and develop the same under Section 270.11, Florida Statutes.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its undersigned, all in pursuance of due and lawful authority, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

Print: Brittany Meredith
Address: 100 N US Hwy 1

Print: Ashley Porter
Address: 100 N. US HWY 1

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 28th day of June, 2024, by Linda Hudson, as Mayor of the CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation, on behalf of the City, who is personally known to me or has produced personally known as identification.

[NOTARY SEAL]

MICHELLE MCCLENDON
Notary Public - State of Florida
Commission # HH 408489
My Comm. Expires Sep 29, 2027
Bonded through National Notary Assn.

Notary Public, State of Florida

Print Name: Michelle McClendon

My Commission Expires: Sept. 29, 2027

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO:	MIRIAM GARCIA, REDEVELOPMENT SPECIALIST
FROM:	SARA HEDGES, CITY ATTORNEY *SH*
RE:	604 S. 6TH STREET - AMENDMENT TO SURPLUS PROPERTY SALE AGREEMENT
CAO RLS FILE:	RLS 25-25
DATE:	FEBRUARY 25, 2025

I have reviewed the above Request for Legal Services (RLS) related to an Amendment to the Surplus Property Sale Agreement for 604 S. 6th Street. I made changes to the Amendment, which has been uploaded to Agenda Quick for your utilization. I did not use track changes. The changes made are to Section 3 of the Amendment. Please call me to discuss if you have any questions.

The Amendment, as I have uploaded, and the Resolution, as you provided, are approved as to form and correctness.

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

Thank you.
SH

City Commission Regular Meeting **13. b.**

Meeting Date: 04/07/2025

Re: Resolution 25-R24: Authorizing or Denying a Time Extension for the Sale Agreement of 1204 Avenue E

Submitted For: Shyanne Harnage, Director, Community and Economic Dev

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SUBJECT:

Resolution 25-R24 Granting or Denying a Time Extension for the Sale Agreement of 1204 Avenue E.

SUMMARY:

On April 1, 2024, the City of Fort Pierce entered into an agreement pursuant to Resolution No. 24-R13 for the sale of property at 1204 Avenue E, Fort Pierce, FL 34950. The agreement required the grantee to develop a three-bedroom, two-bathroom four-plex multifamily home following a specified development timeline.

Per the agreement, the grantee was required to apply for all necessary approvals and permits within six months of the title's conveyance. The property was conveyed on June 28, 2024, establishing a December 28, 2024, deadline.

The grantee did not meet this deadline and has requested a six-month extension. If approved, the new deadline to obtain the required approvals would be June 28, 2025. The permit application submittal was delayed due to a delay in the Property Appraiser's office combining the grantee's two lots, 1200 Avenue E and 1204 Avenue E. The lots were finally combined in February 2025. A survey for the parcel has now been ordered, and once received, the architect can proceed with the architectural drawings, which still require approval from the Planning Department and the Historical Preservation Committee.

RECOMMENDATION:

Staff will proceed as directed by the City Commission

ALTERNATIVES:

Staff will proceed as directed by the City Commission

RESPONSIBLE STAFF:

Miriam Garcia, Redevelopment Specialist

COORDINATED WITH:

Shyanne Harnage, Community and Economic Development Director
Sara Hedges, City Attorney

Fiscal Impact

Budgeted Y/N: N
Fiscal Year: 2025
Account: N/A
Amount: 0
OTHER INFORMATION:
N/A

Attachments

Resolution 25-R24
1204 Avenue E Presentation
First Amendment
Updated Plans
4.1.24 Executed Resolution & Agreement
Deed 6.28.24
Extension Request Letter 1.9.25
Email requesting extension 2.14.25
RLS Memo

Form Review

Inbox	Reviewed By	Date
City Manager	Devoshay Johnson	03/19/2025 05:53 PM

Form Started By: Miriam Garcia
Started On: 03/12/2025 12:44 PM
Final Approval Date: 03/19/2025

RESOLUTION NO. 25-R24

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, AUTHORIZING OR DENYING AN AMENDMENT TO THE SURPLUS PROPERTY SALE AGREEMENT AT **1204 AVENUE E** RELATED TO A REQUEST FOR AN EXTENSION OF TIME, TO INCLUDE ANY NECESSARY LITIGATION; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 1, 2024, pursuant to Resolution No. 24-R13, the City of Fort Pierce and Telco Investments, LLC ("Grantee") entered into the Surplus Property Sale Agreement ("Agreement") for the sale of real property located at 1204 Avenue E Fort Pierce, FL 34950 ("Property"); and

WHEREAS, the Agreement was filed in the Official Records for St. Lucie County at Book 5184, Page 1854; and

WHEREAS, the Agreement included a Development Timeline for which the Grantee was required to develop a 3 bedroom, 2 bathroom fourplex multifamily home; and

WHEREAS, the Grantee was required, pursuant to the Application for Approvals and Building Permits section of the Development Timeline in the Agreement to apply for any and all required approvals, building permits, and all other permits required within 6 months of the conveyance of the title to the real property to Grantee as required by the Development Timeline in the Agreement; and

WHEREAS, the Grantee has failed to apply for the required approvals, building permits, and all other permits required within 6 months of the conveyance of title; and

WHEREAS, the Agreement and the Quit Claim Deed include the City's right of Reverter to re-enter and retake the Property upon a material breach of the Agreement, as determined by the City in its sole discretion; and

WHEREAS, pursuant to the Agreement, upon such re-entry, all right, title, and interest of the Grantee in the Property shall cease and revert immediately to the City and the Purchase Price shall be forfeit to the City; and

WHEREAS, the Grantee has requested an extension of 6 months to apply for all required approvals, building permits, and all other permits, as required under the Applications for Approvals and Building Permits section of the Development Timeline in the Agreement.

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

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City Commission hereby makes the following determination in response to the request:

☐ GRANTS the Grantee's request for an extension of time and authorizes execution of the First Amendment to the Agreement, attached hereto as Exhibit 1.

☐ DENIES the Grantee's request for an extension of time due to a material breach of the Agreement based on the Grantee's failure to comply with the material term(s) of the Agreement and hereby authorizes and directs the City Attorney, or their designee, to exercise the Reverter under the Agreement and Quit Claim Deed by

any and all legal means necessary, to include the initiation of litigation, if necessary.

SECTION 3. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this ____ day of _____, 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

THE SUNRISE CITY

FORT PIERCE

Florida

SURPLUS PROPERTY EXTENSION REQUEST
1204 AVENUE E





1204 AVENUE E

1204 AVENUE E



TIMELINE

5 Feb. 2024

City Awarded RFP

1 Apr. 2024

City authorized Surplus Property Sale Agreement($25,000)

28 June 2024

Conveyance of Title to Telco Inv.

28 Dec. 2024

Permit Application Deadline

SALE AGREEMENT TIMELINE

A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS (DEADLINE 12/28/24)**

Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner within 6 months of the conveyance of title to the Real Property to Grantee.

B. **COMMENCEMENT OF CONSTRUCTION**

Grantee shall commence construction within 60 calendar days of receiving the required approvals and building permits.

C. **CERTIFICATE OF OCCUPANCY**

Grantee shall obtain a Certificate of Occupancy within 9 months of the issuance of required approvals and building permits.

EXTENSION REQUEST FROM GRANTEE

Telco Investments, LLC was unable to meet the December 28, 2024, permit application deadline. There was a delay at the SLC Property Appraiser with the combination of lots.

Telco provided updated plans 3/29/25 and will be presenting these to the Historic Preservation Committee, a process that may take several months.

Telco is requesting a 6-month extension to submit application for approvals and Building Permits. If approved, the new deadline would be June 28, 2025.



QUESTIONS

FIRST AMENDMENT TO THE SURPLUS PROPERTY SALE AGREEMENT

THIS FIRST AMENDMENT TO THE SURPLUS PROPERTY SALE AGREEMENT (the "Agreement") is made and entered into as of this ____ day of _____2025, by and between the CITY OF FORT PIERCE, a municipal corporation, whose address is 100 N. US Highway 1, Fort Pierce, Florida 34950 ("City") and TELCO INVESTMENTS, LLC whose mailing address is P.O. Box 742371 Boynton Beach, FL 33474 ("Grantee"), collectively the "Parties".

WITNESSETH:

WHEREAS, on April 1, 2024, pursuant to Resolution No. 24-R13, the Parties entered into the Agreement for the sale of real property located at 1204 Avenue E, Fort Pierce, FL 34950; and

WHEREAS, the Agreement included a Development Timeline for which the Grantee was required to develop a 3 bedroom, 2 bathroom fourplex multifamily home; and

WHEREAS, the Grantee was required, pursuant to the Application for Approvals and Building Permits section of the Development Timeline in the Agreement to apply for any and all required approvals, building permits, and all other permits required within 6 months of the conveyance of the title to the real property to Grantee as required by the Development Timeline in the Agreement; and

WHEREAS, the Grantee failed to apply for the required approvals, building permits, and all other permits required within 6 months of the conveyance of title; and

WHEREAS, the Grantee has requested an extension of 6 months to apply for all required approvals, building permits, and all other permits, as required under the Applications for Approvals and Building Permits section of the Development Timeline in the Agreement.

NOW THEREFORE, the undersigned parties to this Agreement do hereby amend the 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 Amendment shall become effective immediately upon the date written above, following the final signature of the Parties.

3. **Development Timeline.** Subsection (4)(A) of the Development Timeline shall be amended to read as follows:

    4. **DEVELOPMENT TIMELINE.**

    A. APPLICATIONS FOR APPROVALS AND BUILDING PERMITS

Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the applicable jurisdiction, within ~~6~~ 12 months of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

***

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

6. **Counterparts.** This Amendment 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 Amendment, 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)

GRANTEE WITNESSES:

By: _____
Print Name: Monica Hunt
Address: P.O. Box 651333
Vero Beach, FL 32965-1333

By: _____
Print Name: Niva Hunt
Address: 511 N 9th Street Fort Pierce FL 34950

GRANTEE:

Sign: Terry Coleman
Print Name: Terry Coleman
Title: Manager
Date: March 31, 2025

CITY OF FORT PIERCE:

Sign: _____
Linda Hudson, Mayor

Date: _____

ATTEST:

_____
Linda W. Cox, City Clerk

APPROVED AS TO FORM AND CORRECTNESS:

_____
Sara K. Hedges, Esq.
City Attorney

OCTUPLEX RESIDENCE

1204 AVE. EAST
FORT PIERCE. FL. 34950

PROJECT INFORMATION

DRAWING INDEX

A-00 GENERAL NOTES
A-01 EXISTING SITE PLAN
A-02 PROPOSED SITE PLAN
A-03 PROPOSED FLOOR & ROOF PLAN
A-04 ELEVATIONS & SCHEDULES
A-05 PERSPECTIVE 1
A-05.1 PERSPECTIVE 2
A-05.2 PERSPECTIVE 3
A-06 DETAILS
A-07 PARKING DETAIL

CODE RESEARCH

GOVERNING CODE	Florida Resident Building Code 2020 7th Edition
BUILDING HEIGHT	29'-7" Approximately
LOT AREA	31,798 S.F.
TYPE OF CONSTRUCTION	Type III-B
OCCUPANCY CLASSIFICATION	R
SETBACKS	Front: 25'-0" Back: 20'-0" Side: 10'-0"
FOLIO:	Folio #: 1200-9C06-70G
LEGAL DESCRIPTION	WALLACE'S SUBDIVISION THE EAST 86 FEET OF LOT 8-LESS THE NORTH 150 FEET AND LESS THE SOUTH 5 FEET THEREOF TOGETHER WITH LOT 7-LESS THE NORTH 150 FEET AND LESS THE SOUTH 5 FEET THEREOF. ACCORDING TO THE MAP OR PLAT RECORDED IN PLAT BOOK 3 PAGE 82, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.
SCOPE OF WORK	DUPLEX RESIDENCE

SYMBOLS

IDENTIFICATION NUMBER 1 / A-2 — SHEET NUMBER — DETAIL SYMBOL

IDENTIFICATION NUMBER 1 / A-2 — SHEET NUMBER — SECTION SYMBOL

SHEET NUMBER — ELEVATION NUMBER — INTERIOR ELEVATIONS

1 / A-2 — ENLARGED PLAN/ CALL OUT

1 A-2 — ELEVATION

1 — KEY NOTE

1 — DOOR SYMBOL

A — WINDOW SYMBOL

1 — WALL TYPE

EXISTING WALL

NEW WALL

EXISTING WALLS TO BE REMOVED

BATT INSULALTION

FIRE RATED WALL

LOCATION MAP



SITE

GENERAL NOTES

THE CONTRACTOR SHALL VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE EXISTING CONDITIONS AND NOTIFY THE ARCHITECT OF ANY DISCREPANCIES IN WRITTING PRIOR TO SUBMITTING HIS BID.

THE CONTRACTOR SHALL VISIT THE PROJECT SITE PRIOR TO THE SUBMISSION OF ANY BIDS, AND VERIFY THE ARCHITECTS DIMENSIONS, DETAILS AND INFORMATION PERTAINING TO THE PROJECT. IF ANY DISCREPANCIES, CONFLICTING INFORMATION, ERRORS OR OMISSIONS ARE PRESENT, THE CONTRACTOR SHALL NOTIFY THE ARCHITECT AND OWNER IMEDIATELY IN WRITTING. ANY DISCREPANCY, OR CONFLICT NOT BROUGHT TO THE ATTENTION OF THE ARCHITECT AND OWNER PRIOR TO THE FINAL BID SUBMISSION SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS. WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALED DIMENSIONS.

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS SHALL CARRY PUBLIC LIABILITY, PROPERTY, AND WORKMEN'S COMENSATION INSURANCE. VALID CERTIFICATES OF ALL SHALL BE PROVIDED.

THE CONTRACTOR SHALL INCLUDE ALL WORK NECESSARY TO ASSURE THE PROJECTS COMPLIANCE WITH THE MOST STRINGENT REQUIREMENTS OF THE FLORIDA BUILDING CODE, CURRENT LOCAL EDITION, NFPA-101 AND ALL OTHER REGULATION CODES.

THE CONTRACTOR SHALL OBTAIN ALL PERMITS, AND SECURE ALL CERTIFICATES OF INSPECTION AND OCCUPANCY THAT ARE REQUIRED BY THE GOVERNING JURISDICTION. THE OWNER SHALL RECEIVE A COPY OF THE PERMIT UPON ISSUANCE.

THE CONTRACTOR SHALL REFERENCE THE BUILDING SHELL DRAWINGS FOR ALL INFORMATION RELATIVE TO THE BUILDING SHELL AND FOR COORDINATION OF NEW WORK.

THE GENERAL CONTRACTOR AND ALL SUBCONTRACTORS/VENDORS SHALL FAMILIARIZE THEMSELVES WITH AND CONFORM TO ALL REQUIREMENTS SET FORTH BY THE BUILDING OWNER OR MUNICIPALITY RELATIVE TO THE HOURS OF WORK.

THE CONTRACTOR SHALL SUBMIT A DETAILED CONSTRUCTION SCHEDULE COORDINATION ALL SUBCONTRACTORS, SUPPLIERS AND VENDORS.

THE CONTRACTOR SHALL NOT ALLOW ON THE PROJECT ANY MATERIALS CONTAINING ASBESTOS, PETROLEUM OR PCB.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AND DISTRIBUITING ALL CURRENT DRAWINGS TO THE SUBCONTRACTORS/VENDORS AS WELL AS SUPERVISING AND COORDINATING THE WORK OF ALL TRADES IN ACCORDANCE WITH THE SPECIFICATIONS AND MAKING ADJUSTMENTS IN LAYOUT AS REQUIRED. THE ARCHITECT SHALL BE NOTIFIED PRIOR TO THE EXECUTION OF THEIR REVISIONS TO AVOID CONFLICT BETWEEN TRADES FOR PROPER EXECUTION OF THE WORK.

THE CONTRACTOR SHALL INSTALL ANY APPARATUS, APPLIANCE, MATERIAL OR WORK NOT SHOWN ON THE DRAWINGS BUT MENTIONED IN THE SPECIFICATIONS , OR VICE VERSA, OR ANY INCIDENTAL ACCESSORIES NECESSARY FOR COMPLETION OF THE WORK FOR OPERATION WITHOUT ADDITIONAL EXPENSE TO OWNER.

THE CONTRACTOR SHALL COORDINATE ALL OWNER/TENANT SUPPLIED ITEMS AND INCORPERATE THE INSTALLATION INTO THE CONTRUCTION SCHEDULE.

THE CONTRACTOR SHALL PROVIDE ANY TEMPORARY UTILITIES INCLUDING, ELECTICAL, WATER, AND TELEPHONE REQUIRED FOR THE COMPLETION OF THE PROJECT.

THE CONTRACTOR SHALL HAVE A DIGITAL CAMERA ON SITE TO DOCUMENT ANY ISSUES THAT MAY NEED TO BE CLARIFIED. THESE PICTURES SHALL BE EMAILED TO THE ARCHITECT ALONG WITH AN RFI FOR CLARIFICATION.

THE CONTRACTOR SHALL PROVIDE AT ALL TIMES PROTECTION FROM THE WEATHER AND EXCESSIVE DUST THAT MAY IN ANY WAY DAMAGE THE WORK, MATERIAL, FIXTURES, AND EQUIPMENT, OR PRESENT DANGER TO PERSONNEL. ANY WORK UNDER CONTRACT BY THE GERNERAL CONTRACTOR DAMAGED BY A FAILURE TO PROVIDE ADEQUATE PROTECTION SHALL BE REMOVED AND REPLACED WITH NEW WORK AT THE SOLE EXPENSE OF THE CONTRACTOR.

THE CONTRACTOR SHALL MAINTAIN THE JOB SITE FREE FROM RUBBISH AND DEBRIS. DISPOSAL OF ALL CONSTRUCTION DEBRIS SHALL CONFORM TO BUILDING REGULATIONS.

THE CONTRACTOR SHALL RUN FIRE RATED WALLS AND PARTITIONS TO UNDERSIDE OF RATED ROOF/CEILING ASSEMBLY ABOVE: TAPE AND SEAL JOINTS. PROVIDE FIRE DAMPERS AT DUCT PENETRATIONS AS REQUIRED BY CODE. TAPE AND SEAL OTHER PENETRATIONS TO MAINTAIN INTEGRITY OF FIRE-RATED PARTITION USING ONLY UL APPROVED MATERIAL.

THE CONTRACTOR SHALL FINISH GYPSUM WALLBOARD ABUTTING OTHER MATERIAL WITH METAL EDGE STRIPS. CONCEAL PIPING, DUCTWORK, AND CONDUIT.

THE CONTRACTOR SHALL BACK ALL ELECTRICAL CABINETS, FIRE EXTINGUISHERS, CABINETS AND OTHER RECESSED EQUIPMENT LOCATED IN FIRE-RATED WALLS WITH 5/8"TYPE 'X' GYPSUM BOARD AS REQUIRED TO MAINTAIN THE RATING.

THE CONTRACTOR SHALL PROVIDE BRACING OR BLOCKING AS REQUIRED TO SUPPORT WALL MOUNTED EQUIPMENT: CABINETS, GRILLES, DOORS, WINDOWS, ETC.. WOOD BLOCKING SHALL BE FIRE RETARDANT TREATED. METAL STUDS MAY BE USED IN LIEU OF WOOD BLOCKING.

THE CONTRACTOR SHALL NOT CUT ANY STEEL, WOOD, OR OTHER MAIN STRUCTURAL MEMBERS WITHOUT WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER.

ANY ROOM, WALL, FLOOR, OR CEILING FINISH NOT SCHEDULED SHALL BE ASSUMED TO BE IDENTICNTICAL TO THE CLOSEST ROOM OF SIMILAR USE AND TYPE FOR PURPOSES OF BIDDING AND CONSTRUCTION. NOTIFY THE ARCHITECT OF ANY OBSERVED APPARENT DISCREPANCIES IN WRITTING PRIOR TO COMMENCING WITH THE WORK.

ANY DETAIL NOT SPECIFICALLY REFERENCED SHALL BE ASSUMED TO BE SIMILAR TO THAT SHOWN IN THE CLOSEST POSITION WHERE A SIMILAR CONDITIONS OCCURS FOR THE PURPOSES OF BIDDING AND CONSTRUCTION. NOTIFY THE ARCHITECT IN WRITTING OF ANY OBSERVED APPARENT DISCREPANCIES PRIOR TO COMMENCING WITH THE WORK.

WHERE TWO OR MORE DETAILS, MATERIALS, OR CONDITIONS OCCUR IN APPARENT CONFLICT, THE CONTRACTOR SHALL INCLUDE THE MOST COSTLY SOLUTION IN HIS BID AND NOTIFY THE ARCHITECT OF ANY APPARENT DISCREPANCIES PRIOR TO START OF CONSTRUCTION.

THE CONTRACTOR SHALL PROVIDE UPON COMPLETION OF THE WORK A SET OF "AS-BUILT" NEATLY MARKED UP PLANS, THE ELECTRICAL CONTRACTORS "AS-BUILT" DRAWINGS SHALL BE INCLUDED. THESE DRAWINGS SHALL BE TRANSMITTED TO THE OWNER.

BUILDER, SUBCONTRACTOR, SUPPLIER, ETC., SHALL VERIFY ALL DIMENSIONS, PLANS, SPECIFICATIONS, CONDITIONS AT JOBSITE, ETC. PRIOR TO STARTING ANY WORK AND WITHIN (7) SEVEN CALENDAR DAYS OF BUILDER'S RECEIPT OF THESE PLANS SHALL NOTIFY THE DESIGNER (IN WRITING ONLY) OF ANY AND ALL DISCREPANCIES (WHETHER DISCREPANCIES ARE ERRORS OF COMMISION OR OMISSION OR NOT). OTHERWISE THE DESIGNER WILL ASSUME NO RESPONSIBILITY FOR ANY ERRORS, AND THE BUILDER, SUBCONTRACTOR, SUPPLIER, ETC. SHALL ASSUME FULL RESPONSIBILITY FOR ANY ERRORS AND CORRECT ERRORS AT THEIR OWN EXPENSE. NOTE: ALL DIMENSIONS ARE NOMINAL; TO FACE OF STUD, STEM WALL, OR MONOLITHIC FOOTINGS UNLESS OTHERWISE NOTED. THE DESIGNER DOES NOT HAVE ANY FIELD SUPERVISION NOR CONSTRUCTION ADMINISTRATION ON THIS PROJECT. ALL CONTRACTORS AND SUBCONTRACTORS SHALL HOLD HARMLESS THE DESIGNER FOR ANY PERSONAL INJURY OR DAMAGE TO THE PROJECT OR TO ADJACENT PROPERTIES AND OMISSIONS.

NATURE OF SOIL: ASSUMED BEARING VALUES FOR UNDISTURBED SAND, OR SAND AND ROCK SOIL SHALL BE 2500 P.S.F.. THE ASSUMED SOIL CONDITIONS W/ 2500 P. S. F. IS CAPABLE OF SUSTAINING THE CONSTRUCTION OF A ONE OR TWO STORY RESIDENCE. SITE WORK: FILL UNDER ALL SLABS SHALL BE CLEAN SAND AND SHALL BE COMPACTED TO MINIMUM OF 95% DENSITY AS PER ASTM D-1557. CONTRACTOR SHALL VERIFY AFTER COMPACTION.

CONCRETE: ALL CONCRETE TO HAVE A COMPRESSIVE STRENGTH OF 2500 P.S.I. AT 28 DAYS UNLESS NOTED OTHERWISE. CONCRETE PER ASTM C95. CONCRETE WORK PER ACI 301.

ANY CHANGES, REVISIONS, ALTERATIONS, ETC. REQUIRED TO THESE PLANS, DRAWINGS, SPECIFICATIONS, ETC. SHALL BE REQUESTED IN WRITING ONLY BY THE BUILDER OR THE OWNER TO THE DESIGNER. ANY CHANGES, REVISIONS, ALTERATIONS, DEVIATIONS, ETC. NOT MADE BY THE DESIGNER WILL FULLY, UNCON DITIONALLY AND TOTALLY RELEASE THE DESIGNER FROM ANY AND ALL RESPONSIBILITY, CLAIMS, OR LIABILITIES AGAINST THE DESIGNER FOR CULPABILITY, ETC. FROM DATE SHOWN ON PLANS ORIGIN UNTIL THE END OF TIME.

REBAR: ALL REINFORCEMENT STEEL TO BE ASTM A-615 GRADE 60, BENT, LAPPED AND PLACED IN ACCORD. WITH THESE DRAWINGS AND THE LATEST SPECIFICATIONS IN ACI 318.

CONTRACTOR IS RESPONSIBLE FOR ALL STRUCTURAL COORDINATION AND SHALL NOTIFY DESIGNER OF ANY DISCREPANCIES PRIOR TO POURING OF FLOOR SLABS, FOOTINGS, OR PADS.

THESE PLANS AS DRAWN AND NOTED COMPLY WITH THE BUILDING ENVELOPE ENERGY REQUIREMENTS OF THE FLORIDA MODEL ENERGY CODE. CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH THE GOVERNING CODE IN ITS ENTIRETY AND BUILD IN ACCORDANCE WITH ALL PROVISIONS OF THIS CODE WHICH MAY BE SPECIFICALLY ADDRESSED ON THE PLANS AND NOTES.

LUMBER USED FOR JOISTS , RAFTERS , TRUSSES , COLUMNS , BEAMS AND / OR STRUCTURAL MEMBERS SHALL BE STRESS GRADE NOT LESS THAN fb = 1000 PSI UNLESS OTHERWISE SPECIFIED. REFER TO STRUCTURAL DRAWINGS.
ALL LUMBER IN CONTACT WITH MASONRY OR CONCRETE TO BE PRESSURE TREATED.

APPLY AND/OR INSTALL ALL PRODUCTS AND MATERIALS ACCORDING TO MANUFACTURERS PUBLISHED INSTRUCTIONS OR, IF NO INSTRUCTIONS EXIST. INSTALL PER STANDARD INDUSTRY PRACTICE'S.

SMOKE DETECTORS TO BE POWERED BY HOUSE ELECTRIC SERVICE AND HAVE BATTERY BACK-UP. MULTIPLE DETECTORS MUST BE INTERCONNECTED AS PER F.B.C. SECTION 905.2.5.

MIRRORS OVER 9 S.F. SHALL BE ANCHORED TO STUDS.

ALL VERTICAL ELEVATION DATUM FOLLOWED BY "AFF" (ABOVE FINISHED FLOOR) IS REFERENCED FROM THE 0'-0" FINISHED FLOOR. IF NOT FOLLOWED BY "AFF" THE VERTICAL ELEVATION DATUM IS REFERENCED FROM THAT ROOM'S FLOOR ELEVATION.

TRUSS MANUFACTURER SHALL SUBMIT THREE (3) COPIES OF SHOP DRAWINGS AND ENGINEERING CALCULATIONS, SIGNED AND SEALED BY A FLORIDA REGISTERED ENGINEER, OF THEIR ROOF TRUSS DESIGN FOR APPROVAL INCLUDING ONE (1) COPY FOR ARCHITECT'S REVIEW PRIOR TO FABRICATION. TRUSSES TO BE DESIGNED TO CARRY LOADS OF MISCELLANEOUS EQUIPMENT. COORDINATE LOCATIONS WITH CONTRACTOR PRIOR TO FABRICATION AND INDICATE ON TRUSS DRAWINGS. IF THERE IS A DISCREPANCY ON THE DOCUMENTS THE TRUSS MANUFACTURER SHALL NOTIFY THE DESIGNER AND CLOUD THE AREA IN QUESTION ON THE TRUSS MANUFACTURER'S SHOP DRAWINGS. IF ANY DEVIATIONS ARE MADE BY THE TRUSS MANUFACTURER WITHOUT NOTIFICATION TO THE DESIGNER, TRUSS MANUFACTURER SHALL BE RESPONSIBLE FOR ANY CORRECTIONS DEEMED NECESSARY AND ABSORB ALL COSTS INCURRED. ALL CONNECTOR STRAPS SHALL BE OF GALVANIZED STEEL, ASTM A446-75 GRADE A (fy= 33,000 psi). ALL STEEL SEAT DETAILS SUPPORTING GIRDER TRUSSES SHALL BE COORDINATED WITH THE TRUSS MANUFACTURER FOR SIZE AND BOLT SPACING REQUIREMENTS. (SEE PLAN) TRUSS BRACING SHALL CONFORM TO F.B.C SECTION 2319.17.1.2 - FOR CLGS DIRECTLY ATTACHED TO UNDERSIDE OF TRUSSES, AND SECT. 2319.17.1.3 - FOR CLGS DIRECTLY ATTACHED TO 1"x3" FURRING STRIPS. TEMPORARY & PERMANENT BRACING TO BE IN ACCORDANCE WITH T.P.I. PROCEDURES.

No.	Description	Date

Jarvis M. Wyandon, Architect
Architect - Interior Designer - Planner
Lic. # AR94338
4748 Rice Road
Shreveport, Louisiana 71119
P: (954) 854-4312
Email: jmwyandon@gmail.com

OCTUPLEX
1204 AVE. EAST
FORT PIERCE. FL. 34950

SEAL

PROJECT NO:

DRAWN BY:	JSC
CHECKED BY:	JSC
DATE:	01/11/2024

FILE NAME:

GENERAL NOTES & SITE PLAN

SHEET NO.

A-00

SHEET:____ OF ____

PARCEL ID
2404-823-0005-000-8
OCCUPIED
FFE=18'-6"

LESS AND EXCEPT THE NORTHERLY 150 FEET

LESS AND EXCEPT THE NORTHERLY 150 FEET

PARCEL ID
2404-823-0002-000-0
VACANT

43' - 0"

EX. PROPERTY LINE = 215'-0"

4' METAL FENCE
(CLEAR)

PARCEL ID
2404-823-0007-000-2
REMAINDER OF LOT
8 OCCUPED
FFE=18'-0"

EX. PROPERTY LINE = 145'-1"

TELCO
INVESTMENTS LLC
PARCEL ID
2404-823-0007-050-7
A PORTION OF LOT
8 VACANT

TELCO
INVESTMENTS LLC
PARCEL ID
2404-823-0007-050-7
A PORTION OF LOT
7 VACANT

PARCEL ID A
PORTION OF LOT 6
2404-825-0004-000-7
OCCUPIED
FFE=19.1'

EX. PROPERTY LINE = 145'-8"

LESS AND EXCEPT THE SOUTHERLY 5 FEET

18' - 4"

OHP

2' CURB

EX. PROPERTY LINE = 215'-0"

17' - 6"

C/L AVENUE "E"

R/W VARIES / ASPHALT AS SHOWN

OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP OHP

1 EXISTING SITE PLAN
3/32" = 1'-0"

No.	Description	Date

Jarvis M. Wyandon, Architect
Architect - Interior Designer - Planner
Lic. # AR94338
4748 Rice Road
Shreveport, Louisiana 71119
P: (954) 854-4312
Email: jmwyandon@gmail.com

OCTUPLEX
1204 AVE. EAST
FORT PIERCE. FL. 34950

SEAL

PROJECT NO:

DRAWN BY:	JSC
CHECKED BY:	JSC
DATE:	01/11/2024

FILE NAME:

EXISTING SITE PLAN

SHEET NO.

A-01

SHEET:____ OF ____

PARCEL ID
2404-823-0005-000-8
OCCUPIED
FFE=18'-6"

PARCEL ID
2404-823-0002-000-0
VACANT

43' - 0"

EX. PROPERTY LINE = 215'-0"

S.O.D.

10' - 0"
SET BACK

30' - 0"
29' - 10"
29' - 10"
10' - 0"
29' - 10"
29' - 10"
30' - 0"

39' - 7"

UNIT 2
1,170 S.F.

UNIT 3
985 S.F.

UNIT 4
985 S.F.

UNIT 5
985 S.F.

UNIT 6
985 S.F.

UNIT 7
1,170 S.F.

UNIT 1
870 S.F.

UNIT 8
870 S.F.

5' - 0"

5
4
3
2
1

4 REGULAR
PARKING SPACE

5 REGULAR
PARKING SPACE

9' - 0"
18' - 0"

PARCEL ID
2404-823-0007-000-2
REMAINDER OF LOT
8 OCCUPED
FFE=18'-0"

EX. PROPERTY LINE = 145'-1"

PARCEL ID A
PORTION OF LOT 6
2404-825-0004-000-7
OCCUPIED
FFE=19.1'

EX. PROPERTY LINE = 145'-8"

25' - 0"
SET BACK

12' - 0"
12' - 0"

17' - 3"

DETECTABLE
WARNING

2' CURB

C/L AVENUE "E"

R/W VARIES / ASPHALT AS SHOWN

16' - 8"

2 PROPOSED SITE PLAN
3/32" = 1'-0"

No.	Description	Date

Jarvis M. Wyandon, Architect
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4748 Rice Road
Shreveport, Louisiana 71119
P: (954) 854-4312
Email: jmwyandon@gmail.com

OCTUPLEX
1204 AVE. EAST
FORT PIERCE. FL. 34950

SEAL

PROJECT NO:	
DRAWN BY:	JSC
CHECKED BY:	JSC
DATE:	01/11/2024

FILE NAME:

PROPOSED SITE PLAN

SHEET NO.

A-02

SHEET:____ OF ____



1 PROPOSED FLOOR PLAN
1/4" = 1'-0"

2 PROPOSED ROOF PLAN
1/16" = 1'-0"

No.	Description	Date

Jarvis M. Wyandon, Architect
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Shreveport, Louisiana 71119
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OCTUPLEX
1204 AVE. EAST
FORT PIERCE. FL. 34950

SEAL

PROJECT NO:

DRAWN BY:	JSC
CHECKED BY:	JSC
DATE:	01/11/2024

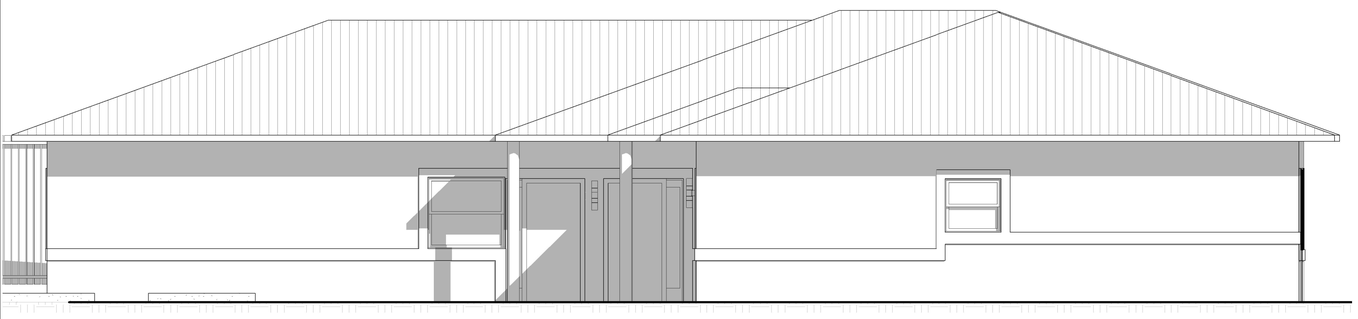
FILE NAME:

PROPOSED FLOOR & ROOF PLAN

SHEET NO.

A-03

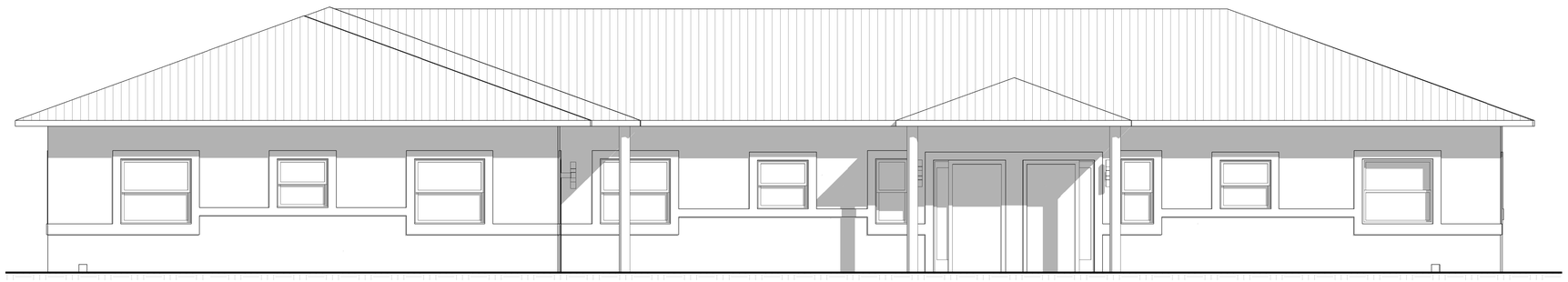
SHEET:____ OF ____



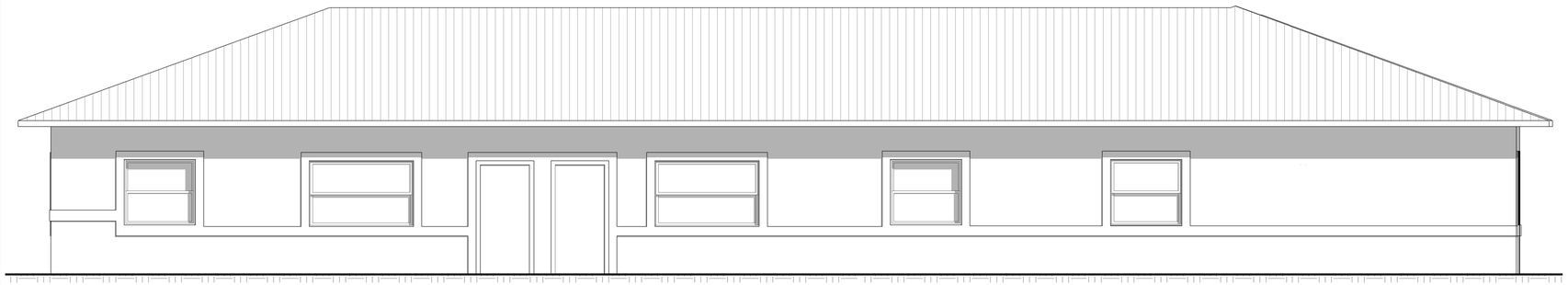
4 LEFT ELEVATION
1/4" = 1'-0"



5 RIGHT ELEVATION
1/4" = 1'-0"



2 FRONT ELEVATION
1/4" = 1'-0"



3 REAR ELEVATION
1/4" = 1'-0"

DOOR SCHEDULE

SIZE (W/H)	Marca de tipo	DOOR TYPE	DOOR THICKNESS	DOOR MATERIAL	FRAME MATERIAL	COMMENTS
36" x 80"	W.1	SWING	0' - 2"	WOOD	WOOD	HIGH IMPACT HURRICANE RESISTANT EXTERIOR SWING DOOR INTO KITCHEN NOA # -
32" x 80"	W.2	SWING	0' - 1 3/4"	WOOD	WOOD	INTERIOR SWING DOOR INTO BEDROOMS
32" x 80".	W.3	SWING	0' - 1 3/4"	WOOD	WOOD	INTERIOR SWING DOOR INTO BATHROOMS
30" x 80"	W.4	BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR BIFOLD DOOR INTO A/C CLOSETS
30" x 80".	W.5	BIFOLD		WOOD	WOOD	INTERIOR BIFOLD DOOR INTO LAUNDRY CLOSETS
48" x 80"	W.6	DOUBLE BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR DOUBLE BIFOLD DOOR INTO CLOSETS
52" x 80"	W.7	DOUBLE BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR DOUBLE BIFOLD DOOR INTO CLOSETS
60" x 80"	W.8	DOUBLE BIFOLD	0' - 1 1/2"	WOOD	WOOD	INTERIOR DOUBLE BIFOLD DOOR INTO CLOSETS
36" x 80".	W.9	SWING	0' - 2"	WOOD	WOOD	HIGH IMPACT HURRICANE RESISTANT EXTERIOR SWING DOOR INTO LIVING ROOM NOA # -

No.	Description	Date

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FORT PIERCE. FL. 34950

SEAL

PROJECT NO:

DRAWN BY: JSC
CHECKED BY: JSC
DATE: 01/11/2024

FILE NAME:

ELEVATIONS & SCHEDULES

SHEET NO.

A-04

SHEET:____ OF ____



1 PERSPECTIVE 1
1 1/2" = 1'-0"

No.	Description	Date

Jarvis M. Wyandon, Architect
Architect - Interior Designer - Planner
Lic. # AR94338
4748 Rice Road
Shreveport, Louisiana 71119
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1204 AVE. EAST
FORT PIERCE. FL. 34950

SEAL

PROJECT NO:

DRAWN BY: JSC
CHECKED BY: JSC
DATE: 01/11/2024

FILE NAME:

PERSPECTIVE 1

SHEET NO.

A-05

SHEET:____ OF ____



1 PERSPECTIVE 2
1 1/2" = 1'-0"

No.	Description	Date

Jarvis M. Wyandon, Architect
Architect - Interior Designer - Planner
Lic. # AR94338
4748 Rice Road
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OCTUPLEX
1204 AVE. EAST
FORT PIERCE. FL. 34950

SEAL

PROJECT NO:

DRAWN BY: JSC
CHECKED BY: JSC
DATE: 01/11/2024

FILE NAME:

PERSPECTIVE 2

SHEET NO.

A-05.1

SHEET:____ OF ____



1 PERSPECTIVE 3
1 1/2" = 1'-0"

No.	Description	Date

Jarvis M. Wyandon, Architect
Architect - Interior Designer - Planner
Lic. # AR94338
4748 Rice Road
Shreveport, Louisiana 71119
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OCTUPLEX
1204 AVE. EAST
FORT PIERCE. FL. 34950

SEAL

PROJECT NO:

DRAWN BY:	JSC
CHECKED BY:	JSC
DATE:	01/11/2024

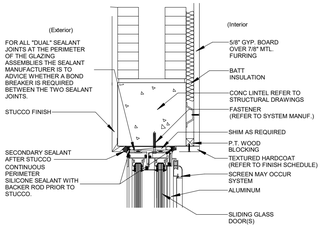
FILE NAME:

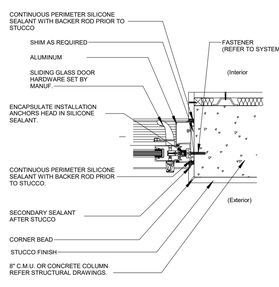
PERSPECTIVE 3

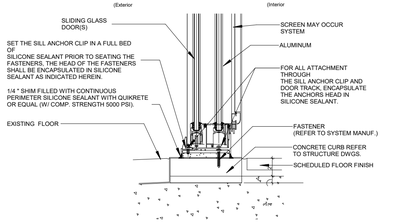
SHEET NO.

A-05.2

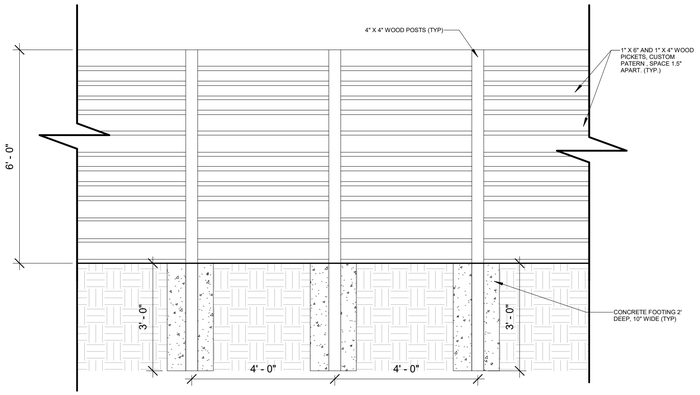
SHEET:____ OF ____



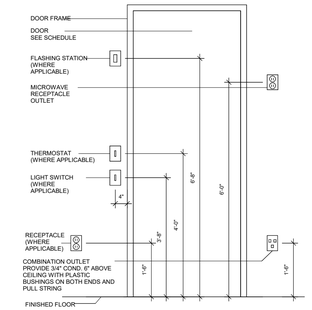




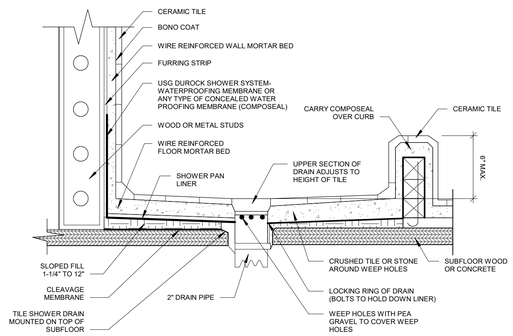
11 SLIDING GLASS DOOR SECTION
1 1/2" = 1'-0"



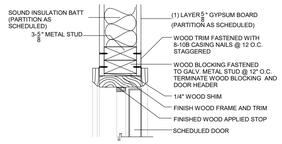
10 HORIZONTAL FENCING DETAIL
1/2" = 1'-0"



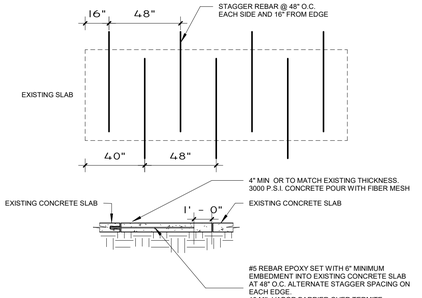
12 DEVICE INSTALLATION DETAIL
1/2" = 1'-0"



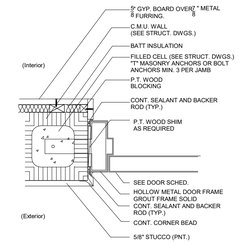
1 SHOWER DETAIL.
1/4" = 1'-0"



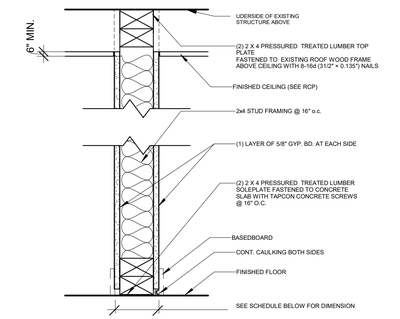
4 WOOD DOOR HEAD
1 1/2" = 1'-0"



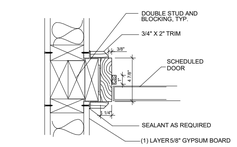
13 TYP. TRENCH / SLAB REPAIR DETAIL
1/4" = 1'-0"



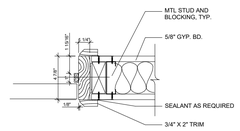
5 JAMB DOOR DETAIL
1 1/2" = 1'-0"



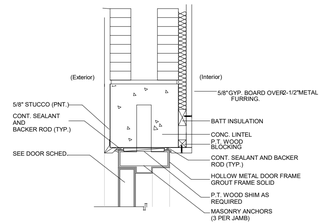
2 INTERIOR PARTITION
SCALE: N.T.S.



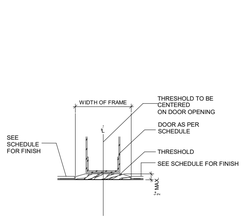
WOOD DOOR JAMB @ INTERSECTING WALLS
9 1 1/2" = 1'-0"



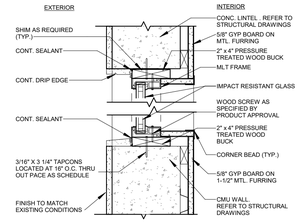
6 WOOD DOOR JAMB
1 1/2" = 1'-0"



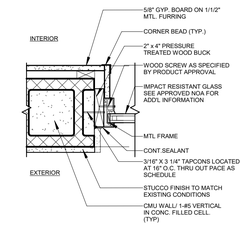
7 HEAD DOOR DETAIL
1 1/2" = 1'-0"



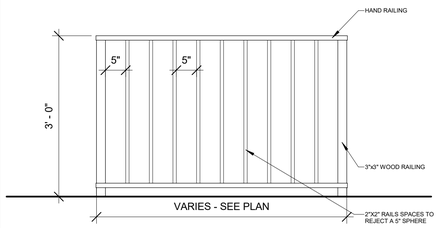
8 THRESHOLD DETAIL
1 1/2" = 1'-0"



WINDOW- HEAD AND SILL JAMB DETAIL CMU WALL FURRING
2 1 1/2" = 1'-0"



3 WINDOW- CMU WINDOW JAMB DETAIL
1 1/2" = 1'-0"



15 RAILING DETAIL
3/4" = 1'-0"

No.	Description	Date

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OCTUPLEX
1204 AVE. EAST
FORT PIERCE. FL. 34950

SEAL

PROJECT NO:

DRAWN BY:	JSC
CHECKED BY:	JSC
DATE:	01/11/2024

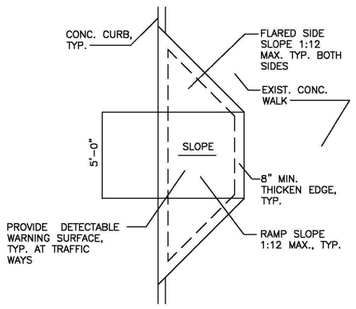
FILE NAME:

DETAILS

SHEET NO.

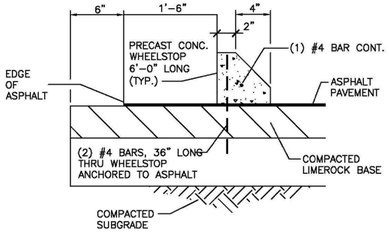
A-06

SHEET:____ OF ____



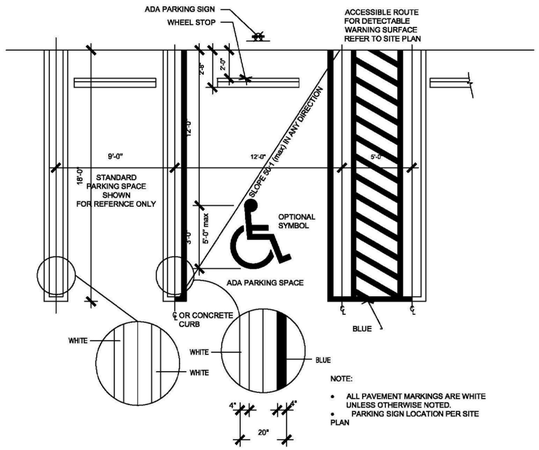
TYPICAL HANDICAP RAMPS

DETAIL 1 / A-2.0 NTS



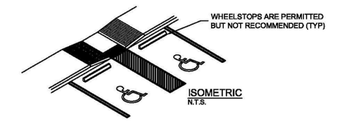
CONCRETE WHEELSTOP

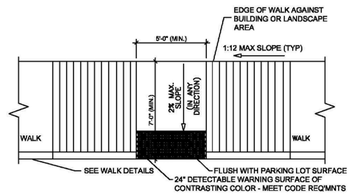
DETAIL 2 / A-2.0 NTS



TYPICAL REGULAR/ADA PARKING STALLS

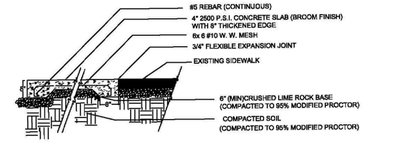
DETAIL 3 / A-2.0 NTS

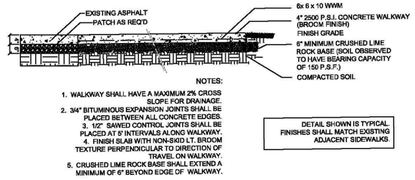




ACCESSIBLE PARKING RAMP

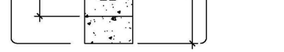
DETAIL 6 / A-2.0 NTS





NEW CONCRETE PAVEMENT

DETAIL 6 / A-2.0 NTS



REFER TO ENLARGED DETAIL FOR SIGNAGE TEXT, FONTS, SPACING ETC. PER FTP 25 OR 26

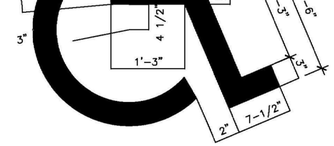
FTP-25 HANDICAP PARKING SIGN WITH SUPPLEMENTAL 12" x 6" "MINIMUM FINE $250.00" SIGN

NOTES:

1. TOP PORTION OF SIGN SHALL HAVE A REFLECTORIZED BLUE BACKGROUND.
2. BOTTOM PORTION OF SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.
3. LOCATE SIGN AT CENTERLINE AND HEAD OF EACH HANDICAP STALL, WHERE APPLICABLE.
4. SIGNS IN CONCRETE AREAS TO BE EMBEDDED FOR A DEPTH OF 3-FEET.

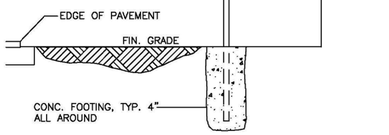
HANDICAP PARKING SIGN

DETAIL 2 / A-2.0 NTS



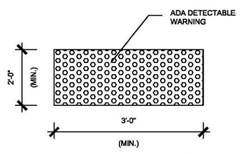
TYPICAL HANDICAP PARKING SYMBOL PER FDOT INDEX 17346

DETAIL 5 / A-2.0 NTS



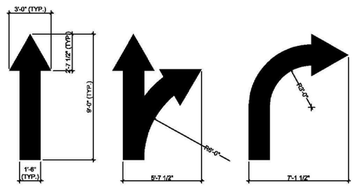
TYPICAL SIGN INSTALLATION

DETAIL 2 / A-2.0 NTS



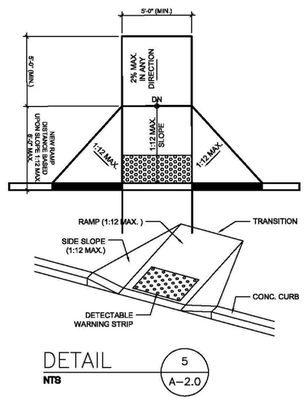
DETECTABLE WARNING

2 / A-2.0

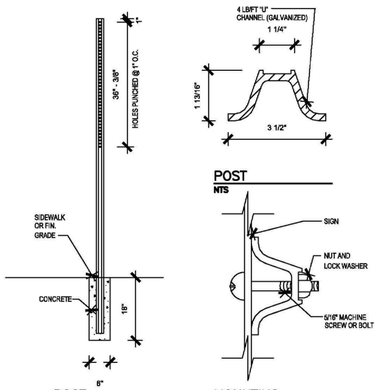


DIRECTIONAL DETAILS

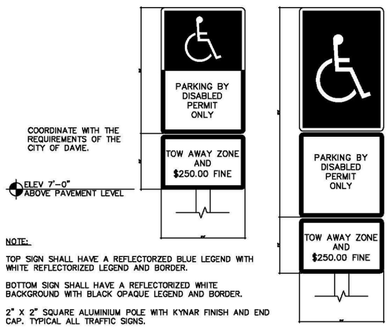
2 / A-2.0



DETAIL 5 / A-2.0 NTS



2 / A-2.0



NOTE:

TOP SIGN SHALL HAVE A REFLECTORIZED BLUE LEGEND WITH WHITE REFLECTORIZED LEGEND AND BORDER.

BOTTOM SIGN SHALL HAVE A REFLECTORIZED WHITE BACKGROUND WITH BLACK OPAQUE LEGEND AND BORDER.

2" X 2" SQUARE ALUMINIUM POLE WITH KYNAR FINISH AND END CAP. TYPICAL ALL TRAFFIC SIGNS.

FOOTING: ALUMINIUM SLEEVE WITH ALUMINIUM ZINC CHROMATE COATING, SET SLEEVE 1'-0" INTO CONCRETE PIER, EXTEND 6" ABOVE CONCRETE PIER, FASTEN SIGN POST TO SLEEVE WITH ALLEN HEAD SET SCREWS (4 SCREWS PER SIGN).

TYPICAL HANDICAP SIGN
SCALE 1-1/2" = 1'-0"

2 / A-2.0

No.	Description	Date

Jarvis M. Wyandon, Architect
Architect - Interior Designer - Planner
Lic. # AR94338
4748 Rice Road
Shreveport, Louisiana 71119
P: (954) 854-4312
Email: jmwyandon@gmail.com

OCTUPLEX
1204 AVE. EAST
FORT PIERCE. FL. 34950

SEAL

PROJECT NO:

DRAWN BY: JSC
CHECKED BY: JSC
DATE: 01/11/2024

FILE NAME:

PARKING DETAIL

SHEET NO.

A-07

SHEET:____ OF ____

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT
SAINT LUCIE COUNTY
FILE # 5320392 04/04/2024 10:02:23 AM
OR BOOK 5129 PAGE 2578 - 2586 Doc Type: RESO
RECORDING: $78.00

RESOLUTION NO. 24-R13

A RESOLUTION OF THE CITY OF FORT PIERCE, FLORIDA, DETERMINING THE TRANSFER OF THE REAL PROPERTY COMMONLY KNOWN AS **1204 AVENUE E**, FORT PIERCE, FLORIDA, PREVIOUSLY DECLARED AS SURPLUS PROPERTY TO BE IN THE BEST INTEREST OF THE PUBLIC; DETERMINING THAT A BID FOR THE REAL PROPERTY FROM A THIRD PARTY PURCHASER FOR VALUE TO BE IN THE PUBLIC INTEREST, AND AUTHORIZING AND DIRECTING THE OFFICERS, ATTORNEYS AND AGENTS OF THE CITY OF FORT PIERCE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT TRANSACTIONS; PROVIDING FOR A SEVERABILITY CLAUSE; REPEALING ALL RESOLUTIONS IN CONFLICT HEREWITH; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of Fort Pierce is the fee simple titleholder of real property commonly known as 1204 Avenue E, Fort Pierce, Florida (the "Real Property"); and

WHEREAS, at a City Commission meeting held on February 5, 2024, the City Commission approved the Planning Board's recommendation and declared the Real Property to be unnecessary for its public purposes and that its disposal is in the best interest of the public; and

WHEREAS, on October 27, 2023, and November 3, 2023, the City caused to be published in the St. Lucie News Tribune, a newspaper of general circulation in Fort Pierce, Florida, a notice identifying the Real Property and inviting proposals (bids) from private redevelopers, or any persons interested in undertaking to redevelop or rehabilitate the Property. The Notice stated that bids must be made by those interested on or before 2:00p.m. on November 13, 2023, and included general conditions, instructions, and information for the proposer, and that such further information as is available may be obtained at such office as is designated in the Notice (the "Bid Package"); and

WHEREAS, on November 13, 2023, the bid period closed, and all bids received by the City were thereafter reviewed; and

WHEREAS, on February 5, 2024, Bid No. 2024-011, submitted by Telco Investments, LLC, whose address is P.O. Box 742371, Boynton Beach, FL 33474 (the "Successful Bidder") in the amount of Twenty-Five Thousand and no/100 Dollars ($25,000.00) ("Transfer Consideration") was determined by the City Commission to be the highest ranked successful bidder for the Real Property and authorized staff to begin negotiations; and

WHEREAS, the best interests of the public will be served by: (i) approving that transfer of the Real Property to the Successful Bidder for the Transfer Consideration; (ii) authorizing closing of the transfer of the Real Property (the "Closing"), including execution and delivery of a quitclaim deed conveying the Real Property to the Successful Bidder, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement, and (iii) authorizing the City, officers, attorneys, and other agents of the City of Fort Pierce to do all things necessary to carry out the transactions contemplated by this Resolution.

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

SECTION 1. The transfer of the Real Property to the Successful Bidder for the Transfer Consideration and as otherwise provided herein is in the best interests of the public.

SECTION 2. The transfer of the Real Property to the Successful Bidder shall be conditioned upon the execution of the Surplus Property Sale Agreement for the Real Property, attached hereto as Exhibit "A" and incorporated by reference.

SECTION 3. The transfer of the Real Property to the Successful Bidder, including execution and delivery of quitclaim deeds conveying each property of the Real Property, releasing all right, title and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the Real Property, releasing any automatic reservation of the right of entry in accordance with Section 270.11, Florida Statutes, and containing a reversionary clause specifying that title to each property of the Real Property shall revert to the City in the event the Successful Bidder fails to comply with the Surplus Property Sale Agreement. The receipt of the Transfer Consideration by authorized officers and agents of the Board at the scheduled Closing of the transaction contemplated hereby shall be conclusive proof of the satisfaction of such terms, conditions, and contingencies, if any, without further action by the City.

SECTION 4. The Mayor and the City Manager or any one of them, are hereby authorized to execute each quitclaim deed conveying the City's interest in the Real Property to the Successful Bidder.

SECTION 5. Members of the City, the City Manager, officers, attorneys, and other agents of the City are hereby authorized and directed to do all acts and things required of them by this Resolution for the full, punctual, and complete performance of the terms, covenants, and agreements contained herein or therein, and each member, officer, attorney, and agent of the City is further authorized and directed to execute and deliver any and all papers and instruments and to cause to be done any and all acts and things necessary or property for carrying out the transactions contemplated under this Resolution including, but not limited to, approving modifications thereto, and to related documents, provided, however, that no such modification shall materially alter the nature or extend of this Resolution.

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

SECTION 7. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

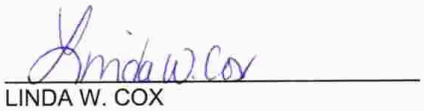
SECTION 8. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 1st day of April 2024.

Linda Hudson

LINDA HUDSON, Mayor

ATTEST



LINDA W. COX
City Clerk

APPROVED AS TO FORM
AND CORRECTNESS:



SARA HEDGES
City Attorney

EXHIBIT "A"

SURPLUS PROPERTY SALE AGREEMENTS

1204 AVENUE E, FORT PIERCE, FLORIDA

SURPLUS PROPERTY
SALE AGREEMENT

THIS SURPLUS PROPERTY SALE AGREEMENT ("Agreement") is made and entered into this 1 day of April, 2024 by and between the **CITY OF FORT PIERCE**, FLORIDA, a municipal corporation, whose address is 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("City") and **TELCO INVESTMENTS, LLC.**, whose address is P.O. Box 742371 Boynton Beach, FL 33474 ("Grantee") (collectively, "Parties").

WITNESSETH:

WHEREAS, the City owns the real property ("Real Property") described as 1204 Avenue E, in the public records of St. Lucie County, Florida, 34950, Fort Pierce, Florida, St. Lucie County Property ID 2404-823-0007-050-7; and

WHEREAS, on February 5, 2024, the City Commission held a meeting wherein the sale of the Real Property to Grantee via Quit Claim Deed for and in consideration of $25,000.00 (the "Purchase Price") was authorized via Resolution No. 24-R13, subject to execution of this Agreement; and

WHEREAS, Grantee desires to purchase the Real Property from the City subject to the limitations and requirements of this Agreement; and

WHEREAS, the City desires to sell the Real Property to the Grantee subject to the limitations and requirements of this Agreement; and

WHEREAS, Grantee agrees to be bound by this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained herein, the Parties agree as follows:

1. **RECITATIONS.** The above recitations are true and correct and are incorporated herein by reference.

2. **EFFECTIVE DATE.** The Effective Date shall be the day the Agreement is fully executed by the City.

3. **DEVELOPMENT SPECIFICATIONS.** Grantee shall develop a 3 bedroom, 2 bathroom fourplex multifamily home on the Real Property pursuant to and in conformity with their submitted Bid No. 2024-011 documents, attached as Exhibit A and incorporated herein by reference.

4. **DEVELOPMENT TIMELINE.**

   A. **APPLICATIONS FOR APPROVALS AND BUILDING PERMITS** Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the

applicable jurisdiction, within 6 months of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

B. **COMMENCEMENT OF CONSTRUCTION**
Grantee shall commence construction within 60 calendar days of receiving the required approvals and building permits.

C. **CERTIFICATE OF OCCUPANCY**
Grantee shall obtain a Certificate of Occupancy within 9 months of the issuance of required approvals and building permits.

5. **PROOF OF COMPLIANCE.** It shall be the Grantee's sole responsibility to provide proof of compliance with all Grantee obligations under this Agreement to the City Manager's Office, to include proof the building permit(s) was obtained, proof the Certificate of Occupancy was obtained, and any other documentation requested by the City Manager's Office to ensure compliance with this Agreement.

6. **GUARANTEE OF APPROVAL.** Nothing herein shall be construed by the Grantee that any of the required approvals or permits are guaranteed to be approved by any applicable jurisdiction, including the City of Fort Pierce. Grantee shall have the obligation to timely make required applications and to submit all required documents consistent with the applicable jurisdiction.

7. **MATERIAL BREACH AND TERMINATION.** Failure of the Grantee to comply with any term of this Agreement and/or failure to meet any deadline contained in Paragraph 4, Development Timeline, shall be considered a material breach of this Agreement. The City may terminate this Agreement, and any time in its sole discretion, without notice, if Grantee materially breaches any provision of this Agreement.

8. **REVERTER.** Upon termination of this Agreement due to a material breach, as determined by the City in its sole discretion, the Purchase Price of the Real Property is forfeited to the City, no refund of the Purchase Price will be granted to Grantee, and Grantor, its successors, and its assigns, shall have the right to re-enter the Real Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the Real Property shall cease and revert immediately to Grantor, its successors and assigns.

9. **INDEMNITY.** Grantee shall defend, hold harmless, and indemnify the City, and their officers, employees, and agents against any claim, action, loss injury, liability, cost, or expense of whatever kind or nature including, but not limited to, attorney's fees, attorney's fees on appeal, and all taxable costs of suit, for injury to persons, including death, or damage to property, arising out of or incidental to this Agreement. Nothing herein is intended to or shall be deemed a waiver of the

Sovereign Immunity provisions of Section 768.28, Florida Statutes.

10. **ASSIGNMENT.** If Grantee lists the Real Property for sale, the Grantee must notify the City of such listing within ten (10) calendar days of such listing. If Grantee is to assign this Agreement, whether through the sale of the Real Property or otherwise, the Grantee must notify the City no less than thirty (30) calendar days prior to the transfer of title to the Real Property. Further, the Grantee must notify a future purchaser or owner of the Real Property of this Agreement at least thirty (30) calendar days prior to the sale or transfer of title to the Real Property. Such notification must be done by the Grantee providing the future purchaser or owner of the Real Property with a true and accurate copy of this Agreement in its entirety.

11. **COVENANTS TO RUN WITH THE LAND.** The covenants, terms and conditions of this Agreement shall run with the land and shall be binding upon the Grantee, their agents, heirs, executors, administrators, personal representatives, successors, and assigns, and any future purchasers. This Agreement may not be assigned without prior written consent of the City.

12. **SEVERABILITY.** Should any provision or part of any provision of this Agreement be rendered void, invalid, or unenforceable by any court of law, for any reason, such determination shall not render void, invalid, or unenforceable any other provision of this Agreement.

13. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and no change will be valid unless made by supplemental written agreement executed by the Parties.

14. **NOTIFICATION.** All notices, requests, demands, or other communications hereunder shall be in writing and shall be deemed to have been served as of the delivery date appearing upon the return receipt. Each notice shall be sent by hand delivery, United States certified mail, postage prepaid with return receipt requested, to the Party at the address below. Either party may change the below-listed address at which it receives written notices by so notifying the other Party herein in writing.

CITY:
City of Fort Pierce
City Manager's Office
100 North US Highway 1
Fort Pierce, FL 34950

WITH COPIES TO:
City Attorney's Office
100 North US Highway 1

GRANTEE:
Telco Investments LLC
P.O. Box 742371
Boynton Beach, FL 33474

Fort Pierce, FL 34950

15. **WAIVER.** No act of omission or commission of either Party, including without limitation, any failure to exercise any right, remedy, or recourse, shall be deemed a waiver, release, or modification of the same. Such a waiver, release, or modification is to be affected only through a written modification to this Agreement. The City's failure to act with respect to a breach of this Agreement by the Grantee does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

16. **GOVERNING LAW AND VENUE.** This Agreement is to be construed in accordance with the laws of the State of Florida. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION, OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. Venue for any cause of action or claim asserted by either Party hereto shall be brought in the state court situated in St. Lucie County, Florida.

17. **ATTORNEY'S FEES AND COSTS.** In the event of a dispute arising under this Agreement, whether or not a lawsuit or other proceeding is filed, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs, including attorneys' fees and costs incurred in litigating entitlement to attorney's fees and costs, as well as in determining or quantifying the amount of recoverable attorney's fees and costs. The reasonable costs to which the prevailing party is entitled shall include any costs that are taxable under any applicable statute, rule or guideline, as well as any non-taxable costs reasonably incurred in connection with the dispute, including, but not limited to, costs of investigation, copying, electronic discovery, information technology charges, telephone and mailing costs, consultant and expert witness fees, travel expenses, court reporter fees and transcript charges, and mediator fees, regardless of whether such costs would be otherwise taxable.

18. **RECORDATION OF AGREEMENT.** The Parties agree that this Agreement shall be recorded in the Public Records of St. Lucie County, Florida.

19. **HEADINGS.** The paragraph headings are inserted herein for convenience and reference only, and in no way define, limit, or otherwise describe the scope or intent of any provisions hereof.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives, as of the date first above written.

GRANTEE WITNESSES:

Sign: By: bessie-yolanda bickham, grantor ARA
Print: By: bessie yolanda Bickham
Date: 3-25-2024
Address: 18117 Biscayne Blvd #1642
Miami, Florida 33160

Sign: _____
Print: Mary Kay Neal
Date: 3/23/2024
Address: 1880 S.E. PSL Blvd
PSL, FL 34952

GRANTEE:

Sign: Terry Coley ©
Print: Terry Coley ©
Date: March 22, 2024

CITY OF FORT PIERCE :

Sign: Linda Hudson
Linda Hudson, Mayor

Date: 4/1/2024

Attest:

Linda W. Cox
Linda Cox, City Clerk

APPROVED AS TO FORM & CORRECTNESS:

Sara K. Hedges, Esq.
City Attorney

MICHELLE R. MILLER, CLERK OF THE CIRCUIT COURT - SAINT LUCIE COUNTY
FILE # 5367854 OR BOOK 5184 PAGE 1854, Recorded 07/30/2024 09:15:42 AM Doc Tax: $175.00

This instrument prepared by:
Kaylee A. Tuck, Esq.
GrayRobinson, P.A.
1404 Dean Street, Suite 300
Fort Myers, FL 33901

Parcel I.D. No.: 2404-823-0007-050-7
Consideration: $25,000.00

QUIT-CLAIM DEED

(THIS DEED WAS PREPARED WITHOUT BENEFIT OF TITLE EXAMINATION)

THIS QUIT-CLAIM DEED is executed this 23rd day of June, 2024, by the **CITY OF FORT PIERCE, FLORIDA,** a Florida municipal corporation, having an address of 100 N. U.S. Highway 1, Fort Pierce, Florida 34950 ("**Grantor**"), to **TELCO INVESTMENTS, LLC,** a foreign limited liability company, having an address of P.O. Box 742371 Boynton Beach, FL 33474 ("**Grantee**").

WITNESSETH:

For and in consideration of the sum of ten dollars ($10.00) paid by Grantee to Grantor, and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, Grantor does hereby remise, release, and quitclaim unto the said Grantee, all that certain piece, parcel or tract of land lying and being in the County of St. Lucie, State of Florida, more particularly described as follows:

WALLACE'S S/D E 86 FEET OF LOT 8 – LESS N 150 FEET & LESS S 5 FEET THEREOF ACCORDING TO THE MAP OR PLAT RECORDED IN PLAT BOOK 3, PAGE 82, PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA

NOTWITHSTANDING THE FOREGOING, pursuant to that certain City of Fort Pierce Bid No. 2024-011, by and between Grantor and Grantee (a copy of which is on file with the City Clerk), if Grantee fails to complete the improvements as described therein in compliance with the Code of Ordinances of the City of Fort Pierce or violates, breaches, or fails to comply with the Surplus Property Sale Agreement entered into between the parties in any manner, then Grantor, its successors and assigns, shall have the right to re-enter the Property and, upon exercise of such re-entry, all right, title and interest of Grantee in the above-described Property shall cease and revert immediately to Grantor, its successors and assigns.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said Grantor, either in law or in equity, to the only proper use, benefit and behoof of the said Grantee forever; subject to reservations, easements, covenants, restrictions, and limitations of record and all existing public utilities, encroachments, ways, and servitudes howsoever

created.

THIS QUIT-CLAIM DEED is subject to all matters and encumbrances of public records, including but not limited to easements, other interests of the Grantor or other third parties which may touch and concern the Property, and the Surplus Property Agreement executed on April 1, 2024 and recorded in the Public Records of St. Lucie County at Book 5129, Page 2578-2586 (a copy of which is also on file with the City Clerk).

AND Grantor hereby releases all right, title, and interest in and to all the phosphate, minerals, metals, and petroleum that are or may be in, on, or under the said Property, and Grantor hereby releases all privileges and rights of entry and all privileges which Grantor may have to mine and develop the same under Section 270.11, Florida Statutes.

IN WITNESS WHEREOF, Grantor has caused these presents to be signed in its name by its undersigned, all in pursuance of due and lawful authority, as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Print: Brittany Meredith
Address: 100 N US Hwy 1

Print: Ashley Porter
Address: 100 N. US HWY 1

CITY OF FORT PIERCE, FLORIDA,
a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

STATE OF FLORIDA
COUNTY OF ST. LUCIE

The foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization, this 28th day of June, 2024, by Linda Hudson, as Mayor of the CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation, on behalf of the City, who is personally known to me or has produced personally known as identification.

[NOTARY SEAL]

MICHELLE MCCLENDON
Notary Public - State of Florida
Commission # HH 408489
My Comm. Expires Sep 29, 2027
Bonded through National Notary Assn.

Notary Public, State of Florida

Print Name: Michelle McClendon

My Commission Expires: Sept. 29, 2027

TELCO INVESTMENTS LLC

Specializing in Income Diversification

January 9, 2025

Hello Miriam

As to your request of a detailed report on the progress on Lot 1204 Ave E as you may know that I own Lot 1200 Ave E which is next to Lot 1204 I met with the planning committee on September 25, 2024 I presented my proposal to them if I combine the two Lots would I be allow to to build two quadruplex on the combine Lots which they gave me the ok to combine the two Lots. On September 25, 2024 I went to the property appraiser office I submit a request for real property combination of Lots 1200 Ave E & 1204 Avenue E . On January 8, 2025 I stop by the property appraiser to find out the status of the request I was told that because my application request was submitted close to the tax bill being issue they has to wait until the tax bill was issue and paid so now the process has started and it should be completed next week then I can proceed to order the survey on the combine Lots after I receive the survey then my architect can start preparing the drawing.

Sincerely,

Terry Coley

Terry Coley

From: Terry Coley
To: Miriam Garcia
Subject: Re: 1204 Ave E - Surplus Property.
Date: Friday, February 14, 2025 2:07:54 PM
Attachments: image005.png
image004.png
image003.png
image002.png
image001.png

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Yes , six months Should be sufficient

Sent from Yahoo Mail for iPhone

On Friday, February 14, 2025, 1:21 PM, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:

> Hi Mr. Coley,
>
> Thank you for the update.
>
> How much additional time beyond December 28, 2024, do you need to meet Timeline A listed below? Instead of requesting a 90-day extension, would you prefer to request an additional six months, setting the new deadline to June 28, 2025? I can modify the request submitted to the City Attorney accordingly.
>
> **Excerpt from Development Agreement:**
>
> A. Applications for Approvals and Building Permits
>
> Grantee shall apply for any and all required approvals, building permits, and all other permits, in a manner consistent with the applicable jurisdiction, within six months of the conveyance of title to the Real Property. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and other permits.
>
> Please let me know how you would like to proceed.

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce
100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

From: Terry Coley <telco_inv@yahoo.com>
Sent: Friday, February 14, 2025 11:03 AM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Re: 1204 Ave E - Surplus Property.

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Good Morning Miriam their no way that I will be able to submit the permit application before March 28, 2025 I just found out that the combine Lots was complete on Monday I just order a survey for the parcel
once I receive that then my architect can proceed with the architectural drawing which still have to be approve my the planning department and the historical preservation committee.

On Thursday, February 13, 2025 at 09:52:45 AM EST, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:

Good morning, Mr. Coley,

I received your voicemail and apologize that the request for an extension was not presented at Tuesday's meeting. I also regret not informing you in advance.

The City Attorney's office is still reviewing the amendment and resolution, which prevented us from presenting it. At this time, I do not have an estimated timeline for when the amendment will go before the City Commission.

Once the amendment is approved by the City Attorney, I will send it to you for your review and approval before adding it to the agenda.

We will aim to present it at the April 7th meeting.

I reviewed the property appraiser records and see that the lots have been combined. Could you provide an update on the status of your project? How soon do you anticipate submitting a permit application?

Initially, I requested a 90-day extension, setting the deadline for building permit submission to March 28, 2025. Do you anticipate being able to meet this deadline, or will you need additional time to fulfill this requirement?

Please let me know how you'd like to proceed.

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

From: Terry Coley <telco_inv@yahoo.com>
Sent: Tuesday, January 7, 2025 5:00 PM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Re: 1204 Ave E - Surplus Property.

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I think we should be good but I still haven't heard from the property appraisal yet.

On Tuesday, January 7, 2025 at 04:34:54 PM EST, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:

Good afternoon, Mr. Coley,

Happy New Year!

At the February FPRA meeting, we plan to present the resolution and the amendment to the agreement.

To address the requirement outlined in your development agreement, **how many additional days should we request from December 28th?**

Would 90 days be sufficient? This would give you a deadline of March 28, 2025.

Excerpt from Development Agreement:

A. Applications for Approvals and Building Permits

Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the applicable jurisdiction, within 6 months of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.

Please provide a response so that we can submit the dates to the City Attorney’s office.

Thank you for your guidance on this matter.

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

From: Terry Coley <telco_inv@yahoo.com>
Sent: Friday, December 20, 2024 11:36 AM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Re: 1204 Ave E - Surplus Property.

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

She told me to check in two weeks.

On Friday, December 20, 2024 at 11:30:16 AM EST, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:

Thank you for your response.

Did they provide you an estimated time? I have to prepare the resolution and amendment to the agreement for the City Attorney to review before we can present it to the FPRA Board.

How much additional time do you need to submit an application for permitting? 90 Days from December 28th or more?

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

From: Terry Coley <telco_inv@yahoo.com>
Sent: Friday, December 20, 2024 11:08 AM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>
Subject: Re: 1204 Ave E - Surplus Property.

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

Good Morning Miriam I just spoke with property appraisal office and the process is not complete yet but I have met with the planning department and they approved that I can build two quadruplex on the combine lots. But I can't move forward until that process is

complete so I can get the survey done once I have that I can move forward.

On Friday, December 20, 2024 at 09:57:40 AM EST, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:

Good morning, Mr. Coley,

I hope you're doing well. I wanted to follow up regarding the appraisal—has it come back yet to join the lots? Additionally, will you be able to submit the permit application for this property by December 28, 2024?

If not, we will need to request an extension from the FPRA Board in January. Please provide me with an update on your progress when you have a chance.

Thank you for your attention to this matter.

Kindest regards,

Miriam Garcia, FRA-RP
Redevelopment Specialist
City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
772-467-3786 • mgarcia@cityoffortpierce.com

From: Terry Coley <telco_inv@yahoo.com>
Sent: Tuesday, November 12, 2024 8:56 AM
To: Miriam Garcia <mgarcia@cityoffortpierce.com>

Subject: Re: 1204 Ave E - Surplus Property.

SECURITY WARNING: This email has been generated from external sources and is not affiliated with the City of Fort Pierce systems. Exercise caution while clicking on links or opening attachments. If you have any questions or concerns, please reach out to the IT department promptly.

I'm waiting on the property appraisal to Join Lot, 1204 with the lot 1200 Avenue E I'm gonna combine the two lots and build two quadruplex

Sent from Yahoo Mail for iPhone

On Tuesday, November 12, 2024, 2:10 PM, Miriam Garcia <mgarcia@cityoffortpierce.com> wrote:

> Good morning, Mr. Coley,
>
> I'm reaching out to check on the status of the Surplus Property at 1204 Avenue E. The first milestone for your development timeline is due on December 28, 2024, and I wanted to get an update from you on your progress.
>
> A. APPLICATIONS FOR APPROVALS AND BUILDING PERMITS
>
> Grantee shall apply for any and all required approvals, building permits, and all other permits, in the manner consistent with the applicable jurisdiction, within 6 months of the conveyance of title to the Real Property to Grantee. Grantee shall use all best efforts and due diligence in submitting all proper documentation for any and all required approvals, building permits, and all other permits.
>
> Please let me know if you have any questions.
>
> Kindest regards,
>
> **Miriam Garcia, FRA-RP**

Redevelopment Specialist
City Manager's Office • City of Fort Pierce

100 N U.S. 1 Fort Pierce, FL 34950
Office: 772-467-3786

mgarcia@cityoffortpierce.com

THE SUNRISE CITY
FORT PIERCE
CITY ATTORNEY'S OFFICE Florida

TO: Miriam Garcia, Redevelopment Specialist

FROM: Sara Hedges, City Attorney *SH*

RE: 1204 Avenue E - Amendment to Surplus Property Sale Agreement

CAO RLS FILE: RLS 25-11

DATE: February 24, 2025

I have reviewed the above Request for Legal Services (RLS) related to an Amendment to the Surplus Property Sale Agreement for 1204 Avenue E. Subsequent to the RLS submission, the Owner requested a different timeframe for the extension and amended documents were sent to me. I have reviewed the First Amendment (as amended in email) and the Resolution (as amended in email). I have made suggested changes to the First Amendment. It has been uploaded in Track Changes and Clean Copy. The Clean Copy of the First Amendment and the Resolution (as amended in email and uploaded to Agenda Quick by me) are approved as to form and correctness.

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

Thank you.
SH

City Commission Regular Meeting **13. c.**

Meeting Date: 04/07/2025

Re:

SUBJECT:

Resolution 25-R27 appointing members to the Affordable Housing Advisory Committee (AHAC).

SUMMARY:

Eight members of the Affordable Housing Committee's terms have expired. Qualified individuals include, but are not limited to, representatives from the following categories with a connection to affordable housing: residential home builders; banking or mortgage industry; home building labor representatives; low-income advocates; for-profit provider of affordable housing; not-for-profit affordable housing provider; real estate professional; member of the City's planning agency; city resident; employer representative; or essential services personnel.

RECOMMENDATION:

Select members.

ALTERNATIVES:

Continue to seek applications.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Attachments

Resolution
Ballot
Banks
Brown
Cobb
Davis
Diez Canseco
Hair
Hooper
Hypolite
Jones
Landers

McCormick
O'brien
Olson
Picardi
Queen
Romano
Thompson
Thornton-Wesley
Timms-Burey
Wilson
Woods-Frank

Form Review

Form Started By: Tina Rel
Started On: 03/17/2025 12:22 PM
Final Approval Date: 03/17/2025

RESOLUTION NO. 25-R27

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE AFFORDABLE HOUSING ADVISORY COMMITTEE**; PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED By the City Commission of the City of Fort Pierce, Florida, that the following be and are hereby appointed by the City Commission to serve as members of the Affordable Housing Advisory Committee pursuant to Sec. 103-373 of the Fort Pierce Code of Ordinances; said terms to commence upon adoption of this resolution, or when a successor has been duly appointed.

Name	Represents	Term Expires
	Advocate for Low-Income Person	4/7/2027
	Real Estate Professional	4/7/2027
	Essential Services Personnel	4/7/2027
	Not-For-Profit Provider	4/7/2027
	Builder/Banking/For-Profit Provider	4/7/2026
	City Resident	4/7/2026
	A-Large	4/7/2026
	At-Large	4/7/2026

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of April 2025.

_____
LINDA HUDSON, MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARAH HEDGES, CITY ATTORNEY

Affordable Housing Advisory Committee (AHAC)

Sec. 103-373. Two-Year Terms; Nine (9) Regular Voting Members consisting of one (1) city commissioner; one (1) representative from at least six (6) of the following categories in connection with affordable housing: residential home builder, banking or mortgage industry, labor industry for home building, advocate for low-income persons, for-profit provider of affordable housing, not-for-profit provider of affordable housing, real estate professional, City Planning Board member, city resident, city employer representative, or essential services personnel representative (police, teachers, firefighters, school employees).

1. Advocate For Low-Income Persons

Trevor Banks (Current) – SLC, Resurrection Life CECD, Real Estate Developer/Advocate
Kerri-Ann Brown, PBC, VP Housing Services Gulfstream Goodwill/Advocate
KeAndrea Davis – FP, Attorney/Realtor/Advocate
Margarita Diez Canseco – FP, Leasing Agent/tax credit housing/Advocate
Jessica Hooper – SLC, Attorney/Advocate
Autum Wilson, PSL, FPCHS Teacher/Advocate
Marit Woods-Frank, FP, Community Advocate

Vote for 1: _____

2. Real Estate Professional

Trevor Banks – SLC, Resurrection Life CECD, Real Estate Developer/Advocate
KeAndrea Davis – FP, Attorney/Realtor/Advocate
Aundrea Hair – FP, Realtor/Real Estate Broker
Vernea Jones (Current) – FP, Realtor/Grants Coordinator
Krystal Queen – FP, Real Estate Agent

Vote for 1: _____

3. Essential Services Personnel Representative
(Police, Teachers, Firefighters, School Employees, Skilled Building Trades, Health Care)

Patience Landers – FP, Learning Tree Academy Teacher
Erin O'Brien (Current) – FP, Director of Operations, Remnant Construction
Philip Thompson – FP, Builder/General Contractor
Tracy Thornton-Wesley, FP, Nurse, Affordable Assisted Living Facility
Denetria Timms-Burey – FP, Pharmacy Technician/Healthcare Consultant
Autum Wilson, PSL, FPCHS Teacher

Vote for 1: _____

4. Not-for-Profit Provider

Kerri-Ann Brown, PBC, VP Housing Services Gulfstream Goodwill
Trevor Banks – SLC, Resurrection Life CECD/Community Advocate

Vote for 1: _____

5. Residential Home Builder/Banking or Mortgage/For-Profit Provider

Jennifer Picardi, SLC, Mortgage Lender
Philip Thompson (Current) – FP, Builder/General Contractor
Tracy Thornton-Wesley, FP, Nurse, Affordable Assisted Living Facility

Vote for 1: _____

6. City Resident

KeAndrea Davis (Current) – FP, Attorney, Real Estate, Advocate
Margarita Diez Canseco – FP, Community Advocate
Aundrea Hair – FP, Realtor/Real Estate Broker
Shatell Hypolite – FP, Realtor
Vernea Jones – FP, Realtor & Boys & Girls Club
Patience Landers – FP, Learning Tree Teacher
Ashley McCormick – FP
Erin O'Brien – FP, Director of Operation, Remnant Construction
Leslie Olsen (Current) – FP, Urban Planner
Krystal Queen – FP, Real Estate Agent
Denetria Timms-Burey – FP, Pharmacy Technician UPS Manager
Marit Woods-Frank, FP, Community Advocate, Project Management
Tracy Thornton-Wesley, FP, Nurse, Affordable Assisted Living Facility
Philip Thompson – FP, Builder/General Contractor

Vote for 1: _____

At-Large positions (2 open spots)

Trevor Banks – SLC, Resurrection Life CECD, Real Estate Developer/Advocate
Kerri-Ann Brown, PBC, VP Housing Services Gulfstream Goodwill
Craig Cobb, PSL, Pastor
KeAndrea Davis – FP, Attorney, Real Estate, Advocate
Margarita Diez Canseco – FP, Community Advocate
Aundrea Hair – FP, Realtor/Real Estate Broker
Jessica Hooper – SLC, Attorney NAREB/Advocate
Shatell Hypolite – FP, Realtor
Vernea Jones – FP, Realtor & Boys & Girls Club
Patience Landers – FP, Learning Tree Teacher
Ashley McCormick – FP
Erin O'Brien – FP, Director of Operation, Remnant Construction
Leslie Olsen, FP, Urban Planner
Jennifer Picardi, SLC, Mortgage Lender
Krystal Queen – FP, Real Estate Agent
Christy Romano – PSL, VP Apex Electric
Philip Thompson – FP, Builder/General Contractor
Tracy Thornton-Wesley, FP, Nurse, Affordable Assisted Living Facility
Denetria Timms-Burey – FP, Pharmacy Technician UPS Manager
Autum Wilson, PSL, FPCHS Teacher
Marit Woods-Frank, FP, Community Advocate, Project Management

Vote for 2: _____ (2 points)

_____ (1 point)

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: _____

Name:	Phone:
Home Address: City/Zip Code:	How long at this address?
Are you a citizen of the United States? ☐ Yes ☐ No	
Occupation:	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☐ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☐ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☐ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume):	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☐ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☐ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address:
Date:	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

TREVOR BANKS JR.

EDUCATION

SHAWNEE STATE UNIVERSITY-BACHELOR OF SCIENCE IN SPORT MANAGEMENT
2010 - 2016

- Basketball team captain
- Champions of Character Award
- Second Team all-conference

WORK EXPERIENCE

CEO-RESURRECTION LIFE COMMUNITY AND ECONOMIC DEVELOPMENT CORPORATION
2022-Present

- Lead developer
- Raises capital for development initiatives
- Develops local public, private partnership opportunities
- Establishes critical path and timeline for each project
- Leverages capital for mixed-use development

RESURRECTION LIFE FAMILY WORSHIP CENTER - COO
2014–2022

- Manages volunteers (80)
- Develops systems for infrastructure
- Builds out and oversees the strategic plan

BOARD MEMBER-ALLEGANY FRANCISCAN MINISTRIES
2016–2023

- Develop strategic plan, as a part of a collective team, for community impact with $3 million budget allocation.
- Facilitates community engagement in accordance with mission and vision

Trevor Banks Jr is currently the CEO of Resurrection Life CECD whose main objective is to ignite transformation through attainable housing, education, workforce development and community wellness.

Mr. Banks currently spearheads two groundbreaking initiatives centered around public-private partnerships and faith-based relationships, poised to deliver 800 units of mixed-use and income housing in Fort Pierce, FL.

The scope of the faith-based and public-private initiatives include two churches, two charter schools, a community health clinic, a teen tech center and marketing agency, fitness center, as well as retail space catering to local, regional, and national businesses.

At the heart of these initiatives is Embassy Village which consists of three expansive 31,000 +/- square foot domes, each housing a comprehensive array of amenities. Embassy Village includes a health and wellness community center, a cutting-edge business incubator offering entrepreneurship start-up training and accommodations for over 20 small businesses, a 90 key Hilton hotel and more.

Trevor has meticulously assembled a team of over 150 seasoned professionals in commercial real estate and affordable housing, featuring expertise in co-development, construction management, legal counsel, land planning, and architecture and design. His strategic leadership and collaborative approach ensure the success and impact of these transformative initiatives.

Print

Application For Appointment/Reappointment - Submission #23427

Date Submitted: 1/5/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Commitee

Name:*

Kerri-Ann Brown

Home Address:*

1715 Tiffany Drive East

City:*

West Palm Beach

State:*

FL

Zip:*

33407

How long at this address?*

3

Telephone Number*

9548507450

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Vice President of Housing Services

Employer:*

Gulfstream Goodwill Industries

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:

Adult Day Training Program for Adults with Disabilities

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

Shelter Services, Gulfstream Goodwill Industries

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:

Gulfstream Goodwill Industries

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:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Kerri-Ann Brown, MSc. Boynton Beach, FL 33427 KerriAnnBrown2@gmail.com (954) 850-7450

PROFESSIONAL SUMMARY: Service-driven executive with over 14 years of experience in the field of housing and homeless services and 6 years of experience in nonprofit leadership Adept at serving diverse, vulnerable, and marginalized populations. Strong background in advocacy and policy development Skilled at developing strategic plans Efficient at budget development, tracking and management Adept at developing and implementing policies and procedures Adept at data analysis and management Proven track record of success in managing housing programs, affecting change in the areas of permanent supportive housing, rapid rehousing and affordable housing Certified Diversity Equity Inclusion Trainer EXPERIENCE: Vice President, Housing Services 07/2024- Present Gulfstream Goodwill Industries, West Palm Beach, FL • Overseeing emergency housing, transitional, affordable housing and supportive housing programs • Effectively developing and implementing programs per federal, state and local guidelines • Developing quality assurance processes to ensure compliance with federal, state and local regulations • Contributing to the development of the organization's strategic plan • Grant management: sourcing and applying for new funding opportunities • Contributing to the development of master budgets; tracking and managing funding • Developing plans for staffing, employee engagement and staff development • Overseeing 8 FTE, including clinical staff • Interfacing with the Board of County Commissioners and other political leaders • Serving as the organization's liaison with Housing and Urban Development (HUD) and Palm Beach County Dept. of Human Services and other key stakeholders • Improving processing and relationships with stakeholders • Re-establishing the organization as a key player in the community/ establishing partnerships • Spearheading the business development aspects of the housing department • Managing data, including reporting, evaluation and outcomes Division Director, Homeless Residential Programs 10/21-July 2024 Gulfstream Goodwill Industries, West Palm Beach, FL • Managing state and federal funding totaling 6 million dollars • Successfully developing/restructuring HUD funded programs in accordance with federal guidelines • Leading initiatives for affordable housing development, permanent supportive housing, and rapid rehousing, etc. • Implementing and managing all aspects of rapid rehousing, permanent supportive housing programs and affordable housing including SHIP (State Housing Initiatives Partnership) • Interfacing with the Board of County Commissioners, housing authorities and key staff in private and public sectors • Obtaining and managing funding, preparing grant applications, and managing grant renewal processes • Developing and managing the agency's budgets; reviewing monthly profit/loss statements and completing variances reports. • Serving as the primary liaison to federal and state funders- ensuring all sites/programs comply according to contract requirements, statutes, rules, Continuum of Care (COC) policies, accreditation bodies, and other regulatory bodies. • Implementing new quality assurance procedures; successfully leading audits and program monitoring to improve outcomes and reduce findings in all program areas. • Managing the Client Management System (CMS); managing data and submitting annual performance reports and quarterly reporting • Contributing to the development of the organizational strategic plan • Collaborating with the Chief Financial Officer and Chief Executive Officer in contract negotiations, budget planning and establishment of billing procedures for programs. • Leading a multidisciplinary team of Clinical Directors, Program Directors, Clinicians, Psychiatrists and Coordinators • Developing workflows, logic models and streamlining systems to ensure efficiency. • Managing data and reporting outcomes based on strategic plan goals and objectives. • Developing program policies and procedures to ensure proper service delivery. • Establishing new and improved workflow models to increase overall efficiency. • Spearheading the development and facilitation of staff training • Overseeing human resource functions including recruitment, training, onboarding, and performance management of staff members Program Director Services for the Underserved Inc., New York, NY 10/2020 to 10/2021 • Managed contract budgets totaling 5 million. • Oversaw financial aspects, reviewing and approving invoices and monthly billing statements. • Developed and executed new emergency preparedness plans in response to COVID-19 • Partnered with New York City's Department of Homeless Services to provide emergency housing to individuals in need. • Provided staff supervision and leadership to a multidisciplinary team of 17. • Oversaw recruitment, professional development, and training of staff members. • Developed and implemented effective quality assurance and record management practices. • Improved and oversaw clinical services relating to domestic violence counseling, trauma informed care, mental health/ behavioral health, counseling, substance abuse treatment, education and employment and overall social services. • Implemented Evidence Based Practices (Trauma Informed Care-Motivational Interviewing, Critical Time Intervention, and Strength Based Case Management) to ensure proper service delivery. • Established new memorandums of understanding and linkage agreements to ensure proper service delivery. • Oversaw submission of applications for subsidized housing (Housing Choice Vouchers, City FHEPS vouchers) and affordable housing • Developed new policies and procedures in accordance with state and federal requirements. Executive Director Food First, Inc. Brooklyn, NY Temporary • Established agency-wide COVID-19 preparedness plan • Formulated and executed strategic plan for the agency • Developed and implemented policies and procedures • Liaised with the Agency for Children and Families • Managed all aspects of grants • Oversaw Human Resources operations including recruitment, hiring and training of staff • Managed Department of Labor claims • Liaised with the Office of Temporary and Disability Assistance and the Human Resources Administration • Facilitating staff training on evidence-based practices • Oversaw operations of a food bank and domestic violence shelter • Improved on

evidence-based practices • Oversaw operations of a food bank and domestic violence shelter • Improved on-site services for a domestic violence shelter and food bank Program Director 02/2018- 04/2020 WIN (Women in Need) Inc. New York, NY • Managed contracted budgets totaling 4 million. • Managed relevant data as it relates to the Coalition on the Continuum of Care (CCoC), Housing and Urban Development, (HUD)/ Homelessness Management Information Systems (HMIS) • Oversaw the clinical aspects of scattered sites and congregate housing. • Provided advocacy and lobbying around policies related to formerly incarcerated individuals and chronically homeless population. • Improved on-site program services relating to domestic violence counseling, mental health counseling, substance use treatment, education and employment and overall social services. • Provided leadership and direct staff supervision to an interdisciplinary team of 11 (Case Managers, Employment/ Education Specialist, Licensed Psychiatric Nurse Practitioner and High School Equivalency Instructor) • Coordinated facility operations of congregate housing and scatter site housing to ensure quality and safety. • Managed a portfolio of 152 units, maintaining 95-100% program occupancy. • Conducted inspections in accordance with Housing and Urban Development • Developed and implemented policies and procedures in accordance with HUD (Housing and Urban Development) and OASAS (Office of Addiction Services and Supports) guidelines. • Developed new and effective practices for quality assurance. • Implemented and directly supervised a High School Equivalency Program • Established and fostered strong partnerships with community-based organizations. • Implemented Evidence Based Practices and Strength Based Case Management to ensure proper service delivery. • Oversaw lease renewals and tenant recertifications for HUD and LIHTC (Low Income Housing Tax Credit) • Provided input on the citywide "Forgotten Face of Homelessness" campaign. Women In Need Inc. New York, NY Program Specialist-Employment/ Education 10/2015-02/2018 • Restructured and expanded an employment and education program. • Maintained compliance in accordance with NY State Office of Temporary and Disability Assistance (OTDA) standards. • Developed a detailed, long-standing curriculum for the education program. • Implemented and supervised a High School Equivalency Program • Created staff training curriculum. • Developed linkages with community partners, including colleges, trade schools and universities. • Provided direct staff supervision. • Developed quality assurance tools to ensure that program goals and targets were met. • Maintained communication with funders and federal agencies to ensure compliance. • Planned and facilitated career fairs. • Provided supported employment services to formerly incarcerated individuals and people with history of substance use. Case Manager, Supportive Housing Program 03/2013 to 10/2015 Women in Need Inc. (WIN) New York, NY • Provided counseling to chronically homeless families with a history of incarceration, domestic violence, substance use and mental health disorders. • Provided crisis intervention, counseling and guidance to clients and children. • Assisted clients with accessing public benefits including SNAP and Social Security Disability/ Income • Utilized evidence-based practices including motivational interviewing and trauma-informed care to create individualized service plans based on clients' strengths. • Managed a caseload of 25-30 families. • Conducted monthly home visits and apartment inspections of scattered site apartments. • Acted as liaison between clients, landlords and management companies. • Provided referrals to community-based services based on client's needs. • Facilitated monthly group activities. • Assisted clients with guided job search and resume building. • Entered and managed relevant program data Community Liaison/ Supportive Case Manager Saint Dominic's Home, Blauvelt, NY Supportive Housing Program 06/2012 to 11/2012 • Managed a caseload of 20-25 single adults with emotional and developmental disabilities. • Connected clients to resources based on individual needs. • Developed and implemented individual service plans. • Escorted clients to medical and psychiatric appointments • Maintained accurate documentation and prepared necessary reports for partnering agencies. • Conducted weekly home visits and apartment inspections. • Supervised apartment repairs to ensure quality housing. • Acted as a liaison between clients, landlords and managing agents. Family Support Worker Healthy Families New York/ Ulster County Healthy Start, Kingston, NY 09/2011 to 05/2012 • Provided individual parenting instructions. • Conducted home and hospital visits. • Conducted assessments on post-partum health and wellness. • Followed a plan to improve parenting skills and reunify families. • Facilitated groups on fatherhood involvement. Assistant Coordinator, Respite Program 07/2010 to 09/2011 Saint Catherine's Center for Children, Albany NY • Provided home and community-based services to adolescents and children in foster care, with serious emotional disturbances and developmental disabilities. • Managed a case load of 20 families; provided support, skill building, crisis management and respite services; planned and implemented respite activities for children and adolescents. • Oversaw aspects of foster care and adoption services as assigned. Education: Monroe College, King Graduate School, New York, NY Master of Science in Criminal Justice and Human Services The College of Saint Rose, Albany, NY Bachelor of Arts in American Studies/Diversity and Social Justice New Paltz High School, New Paltz, NY New York State Regents Diploma Trainings/ Certifications: Certified Trainer in Diversity Equity and Inclusion. Evidence Based Practices, Mental Health First Aid, Certified Low-Income Housing Tax Credit (LIHTC) Specialist, Service Prioritization Decision and Assessment Tool (SPDAT), PHQ-9 Affiliations: John Maxwell Leadership Group, 2018 CEO Action Mentorship Program (Mentored by Joel Pitz, Chief Financial Officer, Pfizer), 2024

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, please state 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:*

Lisa Mason

Applicant Email Address:*

kbrown@goggi.org

Date:*

1/8/23

Applicant's Signature:*

K Brown

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

Print

Application For Appointment/Reappointment - Submission #23430

Date Submitted: 1/8/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Committee

Name:*

Craig Cobb

Home Address:*

11924 SW Macelli Way

City:*

Port St Lucie

State:*

FL

Zip:*

34987

How long at this address?*

4 months

Telephone Number*

2145778573

If less than two years, provide prior address:

12456 SW Arabella Dr, Port St Lucie, FL 34987

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Pastor

Employer:*

City of Faith

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:

602 E Weatherbee Road, Fort Pierce, FL 34982

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

City of Faith as a client

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:

City of Faith Church, 602 E Weatherbee Road

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:

- [x] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Strategic development and community connectivity.

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

JJCAB

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:*

Fort Pierce email blast

Applicant Email Address:*

bishop@cityoffaithfl.com

Date:*

1/8/2025

Applicant's Signature:*

Craig Cobb

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)

RESUME-Craig-4 (1).pdf

CRAIG L. COBB

phone: 214-577-8573 Email: *craiglcobb@hotmail.com*

Summary of Qualifications

Career spans over 20 years of experience in the fields, Operational Management, Business Development, Executive Sales Management, and Leadership Training. Very strong team-oriented leadership skills and a proven track record in management roles with Fortune 500 companies. Skill set is directly related to strategic development and positioning, effective management of results-oriented projects, establishing infrastructure, business development, client acquisition, leadership training and sales management. Excellent communication skills with an ability to build rapport across an organization with peers, subordinates and management, both written and verbal.

Professional Experience

Nov 2015—Present CITY OF FAITH (Senior Pastor) Fort Pierce, FL

Founder and Senior Pastor of City of Faith Church. Bishop Craig L. Cobb is a dynamic author, teacher and businessman who has a profound passion to see others fulfill their life's purpose. He has traveled extensively throughout the country empowering others through relevant workshops and crusades, impacting the spiritual and progressive landscape of individuals and cities.

Jan 2018—Mar 2020 TRINITY LEGAL SERVICES, LLC (President) West Palm Beach, FL

Operated collections, skip tracing, background check, telemarketing and repossessions company specializing in a specific niche market campaigns. One of our largest clients was Chase Bank. With a proprietary approach and unique technology, I have provided supernatural results with a 98% hit ratio in the industry. It has been a staple in my professional portfolio.

- Manages a team of administrators, skip tracers, collection agents, inside and outside sales representatives
- President and CEO of a successful skip tracing and collections company with largest client Nicholas Financial
- Manages office staff of 5+ employees
- Develops marketing campaigns and strategies for positioning
- Performs rigorous leadership training
- Demonstrates exceptional sales ability and strong interpersonal skills with a persuasive, positive, and confident approach
- Schedules appointments for sales representatives to meet with prospective customers
- Handles and manages multifaceted telemarketer tasks (e.g., data entry, filing, records management and billing) for various campaigns
- Provides timely, courteous and knowledgeable response to information requests; screens and transfers calls; and prepares official phone log correspondence for outside clients

Nov 2015—Dec 2017 SICKLE CELL FOUNDATION (Lay Health Educator) West Palm Beach, FL

Worked with individuals, organizations and groups in the community educating them on medical conditions relating to sickle cell and lowering the infant mortality/morbidity rates within the communities in Palm Beach County. It is a subdivision program of the Children's Services Council Healthy Beginnings System.

- Recruited community volunteers to participate in a five (5) week educational curriculum on prenatal care to raise awareness among community members on Black infant mortality
- Trained community volunteers in five-week sessions, two-hours per week, utilizing the Community Voice curriculum: "Taking It to the People"
- Administered a pre- and post-test for community volunteers participating in the Community Voice program
- Conduct presentations in the targeted zip codes in Palm Beach County to recruit persons in the zip codes to participate in the Community Voice program
- Developed relationships with community organizations, churches, business and nonprofit agencies to serve as training locations and sources of community volunteers
- Produced monthly reports documenting recruitment efforts and graduation rates
- Maintained weekly contact with Lay Health Advisors for at least six months after graduation
- Educators will conduct monthly booster sessions with Lay Health Advisors and invite special guests to discuss various programs in the Healthy Beginnings System. These sessions will provide a venue to develop strategies to disseminate and share information about the Healthy Beginnings System to increase referrals for services

Mar 2014—Jun 2015 PAYMENT SYSTEMS CORP (Executive Sales Manager) Dallas, TX

Coordinated efforts between inside/outside sales team and trained them to reach sales goals and profitability for specific territories. Part of a team responsible for introducing to small businesses the benefits of an innovative merchant system geared to enhance and improve businesses.

- Business-to-Business Sales
- Implemented call center procedures for effective appointment setting
- Travelled two weeks per month within the U.S. fulfilling sales appointments
- Created sales strategies for various regional campaigns

- Designed and implemented financial metrics and quantification reports to measure results

Nov 2011—Aug 2013 COBRA CORPORATION USA (Chief Information Officer) Dallas, TX

- Responsible for training and developing a sales team to acquire residential clients for property claims
- Responsible for managing sales force in the field, yielding maximum results and business compliance
- Developed infrastructure, creating flowcharts and maintaining systematic operation of all claims documentation
- Kept executive staff informed of processes that was necessary to maintain rapid payments from insurance companies and compliance with internal/external procedures.
- Responsible for overseeing project management of construction and field operations with basecamp software management program, and updating business strategies across business units.
- Designed, developed and implemented reports to monitor business critical results, evaluated problems, and recommend solutions for business improvement.

Dec 2009—Jul 2012 ABS (Business-to-Business Consultant) Mesquite, TX

- Responsible for Business-to-Business sales to acquire clients with gross profit of 1M—100M
- Business-to-Business consulting for small to medium size businesses with gross profit of 1M—100M
- Performed business valuation services and business value mapping
- Implemented strategic positioning for systematic operation and sales growth
- Implemented infrastructure for cost-efficiency and work flow efficiency
- Partnered with senior leaders in managing the operations analysis of econometric data to design new or improvements to the existing business processes

Oct 2005—April 2009 COBB & ASSOCIATES (CEO/Founder) Dallas, TX

- President and CEO of a successful skip tracing and collections company with largest client Chase Bank
- Managed office staff of 15+ employees
- Developed marketing campaigns and strategies for positioning
- Performed rigorous leadership training
- Created $850,000 yearly gross income for the company in 2 years
- By the 4th year, had gross revenue near 2 million dollars

Education/Licenses/Achievements

- Enterprise Leasing Leading Branch Manager in sales for 24 consecutive months/President's Award
- **B.A. Degree: Business Management,** American Baptist College, Nashville Tennessee
- **Doctorate of Divinity,** Tabernacle Bible College, Tampa, FL
- Real Estate License, Insurance License
- Author, Motivational Speaker
- *March 2010: Visited Whitehouse with a 16-person delegation and met with the Speaker of the House of Representatives to promote at risk health initiatives and programs*

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Affordable Housing Advisory Committee

Name: LeAndrea Davis	Phone: 772-708-6128
Home Address: 2514 Mohawk Ave City/Zip Code: Fort Pierce FL 34946	How long at this address? 33 years
Are you a citizen of the United States? ☑ Yes ☐ No	
Occupation: Attorney	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☑ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☑ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☑ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☑ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Licensed Real Estate Sales Associate, Licensed Florida Attorney, Community servant and member of local non-profits serving low-income individuals	
Are you currently a member of a Commission-appointed board/committee? ☑ Yes ☐ No If yes, please specify: Board of Adjustment Historic Preservation Board	
Have you ever been convicted of a felony? ☐ Yes ☑ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: Email from City	Applicant Email Address: LDavis davisk711@gmail.com
Date:	Applicant's Signature LDavis

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Print

Application For Appointment/Reappointment - Submission #23422

Date Submitted: 1/1/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Board

Name:*

Margarita DiezCanseco

Home Address:*

607 EL RANCHO DR APT A

City:*

Fort pierce

State:*

FL

Zip:*

34982

How long at this address?*

1 year

Telephone Number*

7722712446

If less than two years, provide prior address:

1760 SE Salerno rd Stuart fl 34997

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Leasing agent /tax credit housing

Employer:*

Cambridge Management

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

Housing, to help pioneer and develop more tax credit affordable apartments as I see there is a dire need! I myself experienced and overcame homelessness. I personally know how hard it is to find housing and am more driven to make a difference. I also have experience from other states such as VA and WV. I want to offer management services for the communities.

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:

The sands at st lucie apartments

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] 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 have 5 years experience with section 8 LIHTC properties in FL,VA, and WV. I completed the real estate license course with Gold Coast schools and in process of obtaining LCAM license. I also worked in mortgage industry as a closer for 1 year. Most importantly I am passionate about what I do. I am already compliant and knowledgeable of fair housing laws and the importance of following fair housing at all times. I have helped many homeless seniors, veterans, and families have a place to call home. I want to do more for them and I want to show the other cities especially Stuart that affordable housing is important and just because it is low income housing does not mean it will negatively impact the community as they do claim as they say they desire high income housing instead. I'm sorry but that statement alone infuriated me to the point I am ready to take a stand!

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:*

Next door

Applicant Email Address:*

mcd.7@hotmail.com

Date:*

1/1/2025

Applicant's Signature:*

Margarita DiezCanseco

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)

Margarita-DiezCanseco.pdf

Margarita DiezCanseco

Stuart, FL 34997
mcd.7@hotmail.com
+1 772 271 2446

Professional Summary

Bilingual, diligent, and detail-oriented property management professional with 5 years of experience in managing properties, driving occupancy rates, and ensuring compliance with regulations. Proficient in property management software, including OneSite and Yardi. Possess strong administrative skills, including payroll, budgeting, and accounts payable. Skilled in customer service, leadership, and marketing. Currently pursuing certifications in real estate and property management.

Willing to relocate: Anywhere
Authorized to work in the US for any employer

Work Experience

Leasing Agent

Cambridge Management, Inc.
April 2024 to Present

• Performed thorough background checks on applicants, including credit history verification and employment verification
• Responded promptly to tenant inquiries, addressing concerns or maintenance requests in a timely manner
• Maintained strong relationships with existing tenants through regular communication and proactive problem-solving
• Implemented innovative resident retention initiatives such as referral programs and community events to foster a sense of belonging among residents
• Coordinated move-in/move-out processes including unit inspections, lease signings, security deposit handling, utility transfers etc
• Prepared comprehensive leasing reports for management review, analyzing key metrics such as vacancy rates, turnover rates, and revenue growth
• Stayed updated on local market trends, competitor pricing, and industry regulations to effectively position properties in the market
• Managed a portfolio of 320 residential units, ensuring high occupancy rates and tenant satisfaction
• Conducted property tours for prospective tenants, highlighting key features and amenities to drive leasing interest

Delivery Driver

UberEATS, DoorDash-Anywhere
June 2017 to May 2024

• Secondary employment.
• Self employed as a partner with DoorDash and UberEats.
• Delivering orders to the customer before the estimated delivery time
• Proper food handling making sure to maintain the appropriate temperature for customer satisfaction
• Keeping record of all business related mileage and expenses via Quickbooks self employed to claim at the end of the tax year via TurboTax.

• Delivered packages and goods to customers in a timely and efficient manner

• Maintained accurate records of deliveries, including time of delivery, recipient's name, and any special instructions

• Ensured the safe handling and transportation of fragile or perishable items

• Adhered to all traffic laws and regulations while operating company vehicles

• Managed delivery routes effectively to optimize efficiency and minimize fuel consumption

• Provided excellent customer service by addressing inquiries and concerns promptly and professionally

• Resolved delivery issues or discrepancies in a timely manner to ensure customer satisfaction

• Performed routine vehicle inspections before each shift to ensure proper functioning of brakes, lights, tires, etc

• Maintained cleanliness and organization of company vehicles at all times

• Utilized GPS navigation systems or maps to determine optimal routes for deliveries

• Efficiently handled cash transactions when required for COD (Cash on Delivery) orders

• Demonstrated strong problem-solving skills when faced with unexpected road closures or traffic delays

• Maintained a clean driving record throughout employment tenure

• Received multiple commendations from customers for exceptional service

• Cultivated positive relationships with regular customers through friendly interactions

Assistant Property Manager

Wesley Housing Development Corporation-Alexandria, VA

June 2022 to June 2023

• Completed annual recertifications of all 149 residents.

• Lease up vacant units and gaining move in approval for applicants.

• Recording maintenance requests and dispatching technicians for completion

• Maintained above 95% occupancy.

• Assisted property manager in overseeing daily operations of residential and commercial properties.

• Handled tenant inquiries, complaints, and maintenance requests promptly and professionally

• Conducted regular property inspections to ensure compliance with safety regulations and identify maintenance needs

• Prepared lease agreements, renewals, and move-in/move-out documentation accurately and efficiently

• Managed rent collection process, ensuring timely payments from tenants and addressing any delinquencies

• Maintained accurate records of all financial transactions including rent payments, security deposits, and expenses

• Assisted in the preparation of annual budgets for each property based on historical data and projected expenses

• Coordinated vendor relationships for repairs, maintenance services, landscaping, pest control etc

• Performed regular market research to stay updated on rental rates in the area and make pricing recommendations accordingly

• Responded to emergency situations promptly by coordinating necessary repairs or contacting appropriate authorities when needed

• Assisted with eviction processes by preparing necessary legal documents and coordinating with attorneys if required

• Maintained positive relationships with tenants through effective communication channels including email updates or newsletters regarding property news or upcoming events

Mortgage Loan Closer

Navy Federal Credit Union contract through zillion technologies-Winchester, VA

August 2021 to June 2022

• Prepare closing packages for settlement agents, and the member within the allotted closing and drop dead dates.(3 days before their closing date) For both purchases and refinancing of property.

• Reviewed closing disclosures and ensuring all fees are accurately applied and escrowed accordingly.

• Submitted closing disclosures to compliance for review and approval and maintained at least 95% accuracy or higher.

• Ensured closing funds are allocated to prepare all parties what is needed “at the table”.

• Sent pre-closing packages, draft closing disclosures(for balancing), and final closing packages to settlement agents to prepare for signing.

Assistant Property Manager

TM ASSOCIATES MANAGEMENT INC-Ranson, WV

July 2019 to June 2021

• Maintained 100% occupancy for a HUD/Tax credit property.

• Qualified applicants for HUD subsidized units

• Recorded all work order requests and dispatched maintenance technicians accordingly

• Uploaded all invoices to yardi to be paid by accounting.

• Collected rents to be deposited by manager. I also deposited rents when manager was not in the office

• Conducted all recertifications for resident HUD and tax credit profiles in compliance with federal regulations.

• Conducted annual inspections of property and units to ensure we are in compliance with REAC

• Handled tenant inquiries, complaints, and maintenance requests promptly and professionally

• Conducted regular property inspections to ensure compliance with safety regulations and identify maintenance needs

• Prepared lease agreements, renewals, and move-in/move-out documentation accurately and efficiently

• Managed rent collection process, ensuring timely payments from tenants and addressing any delinquencies

• Maintained accurate records of all financial transactions including rent payments, security deposits, and expenses

• Assisted in the preparation of annual budgets for each property based on historical data and projected expenses

• Coordinated vendor relationships for repairs, maintenance services, landscaping, pest control etc

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• Responded to emergency situations promptly by coordinating necessary repairs or contacting appropriate authorities when needed

• Assisted with eviction processes by preparing necessary legal documents and coordinating with attorneys if required

• Maintained positive relationships with tenants through effective communication channels including email updates or newsletters regarding property news or upcoming events

Warehouse Associate

MACY'S LOGISTICS AND OPERATIONS WAREHOUSE-Martinsburg, WV

April 2017 to May 2019

• Efficiently organized and maintained inventory in accordance with company standards

• Utilized forklifts and other equipment to safely transport materials within the warehouse

• Accurately picked and packed orders for shipment, ensuring proper labeling and documentation

• Collaborated with team members to complete daily tasks in a timely manner

• Performed regular quality checks on products to ensure they met specifications

• Maintained a clean and organized work area, promoting safety and efficiency

• Followed all safety protocols and procedures while operating machinery or handling hazardous materials

• Communicated effectively with supervisors regarding any issues or concerns related to inventory or operations

• Trained new warehouse associates on proper procedures for receiving, storing, and shipping products

Manager

Martinsburg gold buyers-Martinsburg, WV
February 2013 to December 2016

• Testing precious metals for their authenticity
• Calculating cash offers based upon weight
• Evaluated diamonds and gathered the needed information for my gemologist to make the customer an offer
• Submitted bi weekly payroll reports.
• Submitted our daily transaction reports to law enforcement in compliance with county and state regulations.
• Developed and implemented strategies to improve productivity and streamline processes
• Managed daily operations, including scheduling, inventory management, and customer service
• Conducted performance evaluations for team members, identifying areas for improvement and implementing training programs
• Created and maintained budgets, monitoring expenses to meet financial targets
• Oversaw the hiring process, conducting interviews and making hiring decisions based on qualifications and fit with company culture
• Provided ongoing coaching and mentoring to team members, supporting their professional development
• Resolved customer complaints or issues promptly while maintaining a positive brand image
• Ensured compliance with all regulatory requirements related to health, safety, sanitation, etc
• Managed multiple projects simultaneously within established timelines
• Identified areas for process improvement through data analysis

Education

High school or equivalent

Hedgesville High School
August 2008 to May 2012

Skills

• OneSite (3 years)
• Customer service
• Communication skills
• Yardi (2 years)
• Accounting software
• Time management
• Real estate administrative experience
• Filing
• Microsoft Office
• Public relations
• Computer Networking
• Property management

- Property Management (3 years)
- Leadership Experience
- Section 8 (2 years)
- Time Management (10+ years)
- Data entry
- Administrative experience
- Conflict management
- Customer Service (10+ years)
- Computer networking
- Leadership
- Management Experience
- Proofreading
- Office Administration (7 years)
- QuickBooks
- Bookkeeping
- English
- Marketing
- Calendar management
- Negotiation
- Landlord-tenant law
- Team Management
- Property leasing
- Personal Assistant Experience
- Microsoft office (10+ years)
- Management
- CRM software
- Fair Housing regulations
- Phone Etiquette
- Team management
- Writing skills
- Interviewing
- Multilingual
- LIHTC
- Negotiation
- Computer Literacy (10+ years)
- Bilingual (Spanish) (10+ years)
- Sales (10+ years)
- Microsoft Access
- Organizational skills
- Editing

- Cash Handling (7 years)
- Property management
- Microsoft Outlook
- Hospitality
- Computer literacy
- Driving
- Supervising experience
- Fair Housing Regulations (4 years)
- Office Management
- LIHTC
- Budgeting
- Spanish
- Clerical experience
- Front Desk

Awards

Exceeds expectations
October 2024

First annual review with Cambridge management and exceed expectations with a high review score.

Bonus
March 2023

Received a 500 bonus and 75 cent raise after annual performance review and for my hard work in helping other properties lease up units.

Virginia fair housing seminar
October 2022

Completed annual Virginia Fair housing seminar.

Positive annual review
April 2018

For the year of 2018 I received a rating of a 4.6 out of 7 and met the expectations of my manager.

Promotion
May 2014

May of 2014 promoted from team member to store manager at Martinsburg Gold Buyers

Certifications and Licenses

Driver's License
November 2023 to July 2032

Florida driver’s license

Assessments

Verbal communication — Completed
October 2022

Speaking clearly, correctly, and concisely
Full results: Completed

Work motivation — Proficient
March 2021

Level of motivation and discipline applied toward work
Full results: Proficient

Sales skills — Proficient
August 2023

Influencing and negotiating with customers
Full results: Proficient

Social media — Proficient
May 2022

Knowledge of popular social media platforms, features, and functions
Full results: Proficient

Management & leadership skills: Planning & execution — Proficient
June 2023

Planning and managing resources to accomplish organizational goals
Full results: Proficient

Spreadsheets with Microsoft Excel — Proficient
June 2023

Knowledge of various Microsoft Excel features, functions, and formulas
Full results: Proficient

Front desk agent (hotel) — Proficient
January 2024

Selecting hotel rooms based on requests and identifying errors in hotel data
Full results: Proficient

Administrative assistant/receptionist — Proficient
December 2022

Using basic scheduling and organizational skills in an office setting
Full results: Proficient

Recruiting — Proficient
January 2022

Managing the candidate sourcing and selection process
Full results: Proficient

Attention to detail — Proficient
June 2023

Identifying differences in materials, following instructions, and detecting details among distracting information
Full results: Proficient

Written communication — Proficient
October 2022

Best practices for writing, including grammar, style, clarity, and brevity
Full results: Proficient

Customer focus & orientation — Proficient
June 2021

Responding to customer situations with sensitivity
Full results: Proficient

General manager (hospitality) — Proficient
January 2024

Solving group scheduling problems and reading and interpreting P&L statements
Full results: Proficient

Scheduling — Proficient
August 2023

Cross-referencing agendas and itineraries to avoid scheduling conflicts
Full results: Proficient

Security guard skills — Proficient
January 2024

Assessing risks, enforcing security standards, and handling complaints
Full results: Proficient

Verbal communication — Proficient
August 2023

Speaking clearly, correctly, and concisely
Full results: Proficient

Management & leadership skills: Impact & influence — Proficient
September 2023

Choosing the most effective strategy to inspire and influence others to meet business objectives
Full results: Proficient

Retail customer service — Proficient
September 2023

Responding to customer situations in a retail setting
Full results: Proficient

Work style: Reliability — Proficient
May 2023

Tendency to be reliable, dependable, and act with integrity at work
Full results: Proficient

Proofreading — Proficient

January 2024

Finding and correcting errors in written texts
Full results: Proficient

Customer service — Proficient

May 2020

Identifying and resolving common customer issues
Full results: Proficient

Managing accounts in QuickBooks — Proficient

August 2023

Using QuickBooks software to manage business financials
Full results: Proficient

Bookkeeping — Proficient

August 2023

Calculating and determining the accuracy of financial data
Full results: Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Print

Application For Appointment/Reappointment - Submission #23435

Date Submitted: 1/13/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Commitee

Name:*

Aundrea S. Hair

Home Address:*

746 Bent Creek Drive

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

19 years

Telephone Number*

772-359-2676

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Realtor/Real Estate Broker

Employer:*

Self-The Legacy Group Estates

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:

Affordable quality housing advocacy, real estate selling and purchasing education, Mentorship, real estate sales and purchasing

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

Affordable Housing Commitee

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

My professional background as a former Affordable Housing Community Property Manager began in 2005. I started my career in LIHTC Property Management as a Leasing Professional. Excelling in my Profession I was promoted to the Assistant Property Manager in 2006, followed by promotion to Property Manager in 2007. I then began traveling to each community throughout the State of Florida providing training and resources to onsite team members which led to my promotion to Regional Director of Affordable Housing. I am now a licensed Real Estate Broker and Mobile Home Broker. I absolutely love my evolving career path as my passion is servicing the needs of others while promoting Legacy building and growth through affordable housing and Real Estate.

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:*

Self

Applicant Email Address:*

Aundreahairpa@gmail.com

Date:*

01/13/25

Applicant's Signature:*

Aundrea S Hair

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

Print

Application For Appointment/Reappointment - Submission #23345

Date Submitted: 12/9/2024

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Committee

Name:*

Jessica Hooper

Home Address:*

762 SE Karrigan Ter

City:*

Port St. Lucie

State:*

FL

Zip:*

34983

How long at this address?*

8

Telephone Number*

7726261631

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Attorney

Employer:*

Michelle Goff Law, PC

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce 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?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] 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 am currently a licensed attorney. I am also counsel for the organization NAREB which is an organization that promotes fair housing and equity in real estate. I am also hold a real estate license and I am barred in two states: Florida and D.C. Lastly, I have been an adjunct professor for about 6 years at Indian River State College.

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:*

Jamy Barreau

Applicant Email Address:*

jessica.hooper.esq@gmail.com

Date:*

12/9/2024

Applicant's Signature:*

Jessica Hooper

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)

Hooper Resume-Current Resume.docx

Jessica Hooper, Esq.

Port St. Lucie, Florida | 772-626-1631 | jessicahooper8@msn.com

EDUCATION:

Juris Doctorate Florida A&M University, Orlando, Florida. | (May 2018),
Criminology. B.A. Florida State University, Tallahassee, FL| GPA 3.25 (May 2013) Minor*: Business Administration.*

PROFESSIONAL LICENSES:

- Florida Bar | September 2019 – Present
- District of Columbia Bar | September 2024-Present
- Florida Real Estate License | April 2021 –Present

RELATED SKILLS AND CERTIFICATIONS:

- Notary Public for the State of Florida, Expires (November 2028)
- Criminal Justice Instruction Certified: Indian River State College
- Regulatory Compliance Specialization | University of Pennsylvania- September 2023 (courses: compliance, anti-corruption, risk management, privacy law and data management).

BOARD MEMBERSHIP/COMMUNITY INVOLVEMENT

- NAREB Treasure Coast (Counsel)

PROFESSIONAL EXPERIENCE

Of Counsel (Contract Work) Michelle Goff Law Group, PC— Remote| October 2021– Present

- Provide expert legal guidance on estate planning matters, including wills, trusts, and probate law, ensuring compliance with relevant regulations.
- Collaborate with attorneys and clients to develop customized estate plans that meet individual financial and familial needs.
- Conduct thorough legal research and analysis to support estate planning strategies, enhancing client understanding and decision-making.
- Draft and review legal documents, ensuring accuracy and clarity while minimizing potential risks and disputes.
- Facilitate client meetings to discuss estate planning options, addressing concerns and educating clients on best practices.

Foreclosure Associate Attorney | Logs Legal Network | December 2021 – February 2024

- **Caseload Management and Contract Review:** Handle breach of contract and collection judgment matters from complaint to post judgment.
- **Probate, Title Review, and Guardian Ad Litem Reports:** Conducted a comprehensive title and probate report review to identify and resolve any discrepancies or issues related to property titles. Perform due diligence on property title, verifying ownership history, encumbrances, and liens, provided detailed reports summarizing findings and recommending necessary actions for resolution. Liaise with clients, real estate agents, and underwriters to address inquiries and provide clarification on title-related matters.
- **Leadership, Training, and Development:** Provide directives, leadership, guidance, and delegation of tasks to legal support staff. Work synergistically with support staff to meticulously prepare and execute vital legal documents required for the foreclosure process.
- **Litigation Expertise and Courtroom Advocacy:** Craft and argue diverse legal pleadings and correspondence, such as demand letters, fair debt letters, and complaints, to ensure clear communication with clients and court officials. **Certified Business Records Trials (CBRA):** Proactively prepare and adeptly present CBRA Trials, meticulously adhering to legal intricacies.
- **Mediation, Settlements, and Negotiations:** Routinely represent clients in mediation and draft and prepare a mediation resolution on the matter.
- **Implementation and System Improvement:** Designed and implemented new functionality related to motions, pleadings, case management and provided guidance to fellow attorneys.
- **Drafting and Persuasion & Legal Analysis and Opinion:** Skillfully compose and present top-tier pleadings, motions, and correspondence, including demand letters, fair debt letters, complaints, and motions for summary judgment. Showcase exceptional persuasive abilities.
- **Motion Proficiency:** Prepare and file crucial motions, including Motion for Summary Judgment, Certified Business Records Trials, Motion for Extension of Time for Service/Motion to Appoint GAL, Motion to Reset

Sale/Motion to Cancel Sale/Motion to Place Inactive Status, and Service Publication and Affidavit Diligent Search, among others.

Attorney Advisor | United States Small Business Administration | July 2020 – November 2021

- **Borrower Relief and Compliance and Contract Review:** Provided crucial borrower relief during the pandemic, meticulously adhering to agency guidelines, laws, and regulations. Achieved an impressive 99% loan compliance rate and spearheaded efforts that enabled thousands of small businesses nationwide to secure vital financial assistance.
- **Complaint Resolution, Compliance, and FOIA:** Successfully resolved official congressional complaints related to client EIDL (Economic Injury Disaster Loan) applications. Skillfully addressed issues, ensuring a positive experience for all stakeholders involved. **FOIA-**Conducted meticulous analyses and formulated recommendations for SBA (Small Business Administration) responses to requests under the Freedom of Information Act (FOIA), ensuring strict adherence to all pertinent laws and regulations.
- **Fraud Detection & Prevention & Conduct Comprehensive Due Diligence:** Conducted comprehensive audits, investigations, inspections, and presentations for loan files, effectively identifying and thwarting potential instances of fraud. Utilized IRS tax transcripts to probe suspected fraudulent activities, leading to the detection and prevention of numerous fraudulent applications.
- **Leadership and Training & Policy Guidance:** Orchestrated the training of a team of attorneys in the execution of legal and administrative evaluations of loan applications. Cultivated a culture of teamwork and collaboration, fostering a proficient and harmonious work environment. Participated in meetings, personal interactions, and telephone conferences with esteemed legal and administrative personnel, addressing pivotal legal and policy inquiries to ensure consistent and sound decision-making.
- **Investigative Proficiency:** Spearheaded investigations into fraudulent loan applications and cases of identity theft, unearthing fraudulent activities and subsequently reporting them to the appropriate authorities.

Adjunct Professor | Indian River State College | August 2018 – Present

- **Curriculum Development:** Formulated, designed, and delivered all-encompassing lectures, curricula, and course materials for Criminal Law, American Court Systems, Introduction to the Courts, and Constitutional Law courses. These materials not only surpassed academic benchmarks but also actively contributed to the enhancement of student achievement.
- **Leadership Skills and Innovative Teaching Techniques:** Pioneered the implementation of cutting-edge teaching methodologies and hands-on learning approaches. These strategies effectively sparked students' inquisitiveness, driving greater class involvement and garnering exceptional feedback from students.
- **Collaborative Curriculum Alignment:** Collaborated seamlessly with academic department chairs to ensure seamless alignment of courseware and curriculum with the college's academic standards and guidelines. This collaborative effort significantly contributed to the overall success and quality of the academic program

Law Clerk | Peter Mendez Law Office | August 2017 – February 2018

- **Drafting Legal Documents**: Prepared legal documents, including Living Wills, Last Will and Testaments, Healthcare Surrogate Designation, Durable Power of Attorney, Limited Power of Attorney, and Revocable Trust, in compliance with Florida Statute. Successfully contributed to the completion of client's estate plans.
- **Legal Research and Memorandum of Law**: Conducted legal research on various issues related to estate planning and drafted Legal Memorandum of Law. Utilized analytical thinking and research skills to provide valuable insights to the attorney.
- **Probate Proceedings and Operating Agreements**: Assisted the attorney with the preparation of an estate inventory, petition to discharge, and tax IRS form for probate proceedings. Drafted operating agreements and minutes for Limited Liability Companies, ensuring compliance with legal regulations.
- **Case Law and Witnessing Estate Planning Documents**: Researched case law and Florida statute to provide comprehensive support for legal matters. Served as a witness for estate planning documents, ensuring compliance with legal requirements.
- **Observing Consultations**: Observed client interviews and initial consultations, gaining valuable insights into client-attorney interactions and legal procedures.

Print

Application For Appointment/Reappointment - Submission #23445

Date Submitted: 1/16/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Authority., Communitywide Council, Community Redevelopment Agency, Fort Pierce Housing Authority, Keep Fort Pierce Beautiful Advisory., Parking Committee, Parks Advisory Committee

Name:*

Shatell Hypolite

Home Address:*

120 N 11th Street

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

14

Telephone Number*

772-882-0576

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Home Maker, Realtor

Employer:*

Paramount Home Group LLC/ LPT Realty LLC.

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce 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?*

- [ ] Yes
- [x] No

If yes, state the business and location:

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) *

See Attached

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:*

No One (Resident)

Applicant Email Address:*

Shatellhypolite1871@gmail.com

Date:*

01/16/2025

Applicant's Signature:*

Shatell Hypolite

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)

Shatell Committee about me .pdf

Shatell Hypolite

To Whom It May Concern,

I am writing to express my interest in serving on a committee for the City of Fort Pierce. With deep roots in this community and a passion for contributing to its growth and well-being, I am eager to bring my experience and dedication to this role.

I have over eight years of professional experience as a medical assistant and office manager at a distinguished family practice, where I developed exceptional organizational, communication, and customer service skills. Additionally, I managed a truck company, overseeing dispatching, rate negotiations, and administrative operations. These roles have equipped me with strong multitasking abilities, problem-solving skills, and a commitment to excellence.

For the past eight years, I have embraced my most rewarding role as a full-time homemaker, during which I also actively contributed to the community. I proudly served a four-year term on the board of Alpha Head Start and participated as a member of the Fairlawn Elementary Magnet School and Forest Grove PTO. These opportunities have allowed me to engage with diverse groups, advocate for meaningful initiatives, and demonstrate my dedication to collaboration and service.

As a licensed real estate agent, I continue to assist families in achieving their goals and dreams, furthering my commitment to supporting and uplifting others. My approach to service, both professionally and personally, is rooted in fostering connections, addressing needs, and creating a positive impact.

Having lived in Fort Pierce since the age of twelve and raised my children here, I am deeply invested in the success and vibrancy of this city. I believe that small gestures, such as a warm "Good Morning," can build a stronger community, and I strive to embody that sense of care and connection in all I do.

It would be an honor to contribute my skills, experiences, and passion to serve the City of Fort Pierce. Thank you for considering my application. I look forward to the opportunity to support our community in a meaningful way.

Sincerely,
Shatell Hypolite

Print

Application For Appointment/Reappointment - Submission #23594

Date Submitted: 2/6/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Committee

Name:*

Vernea Jones

Home Address:*

1104 Apple Street

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

6 years

Telephone Number*

7729994140

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Compliance & Grant Coordinator and Real Estate Broker

Employer:*

Boys & Girls Clubs of SLC and self-employed

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Realtor of Lashley Realty Group LLC

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:

Boys & Girls Clubs of St. Lucie County, non-profit

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Experienced in grant writing & real estate sales, I bring expertise in securing funding for community projects and understanding property market dynamics to the Board.

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Affordable Housing Advisory Committee

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:*

Self

Applicant Email Address:*

realestatewithvernea@gmail.com

Date:*

2/6/2025

Applicant's Signature:*

Vernea Jones

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)

Resume2024.pdf



VERNEA JONES

COMPLIANCE & GRANTS COORDINATOR

PROFILE

Non-Profit professional with seven years' experience providing administrative support to a Team of 20+. Working with multiple Departments within the organization to provide reporting for Federally and State funded grants. Possessing strong multi-tasking skills, with ability to simultaneously manage several projects and schedules. Excellent public-facing point person for clients, customers, vendors and equipment and service providers. Tech savvy and efficiency focused.

CONTACT

Mswhite21@yahoo.com

www.linkedin.com/in/vernea-jones-43096234

(347) 784-1020

Ft. Pierce, FL 34950

ACTIVITIES AND INTERESTS

Licensed Realtor • Interior Design •Avid Reader • Encourage Creative Arts • Culinary • Love going to the Beach with my husband and 2 children

EXPERIENCE

COMPLIANCE & GRANTS COORDINATOR, BOYS & GIRLS CLUBS OF SLC

AUGUST 2017-PRESENT

PREVIOUS POSITIONS

August 2024	Compliance & Grant Coordinator
January 2023	Club Area Director
January 2022	Specialized Programs Manager
June 2021	Specialized Programs Coordinator
January 2019	Data Specialist
August 2017	Truancy Data Specialist

ESE PARAPROFESSIONAL, SCHOOL BOARD OF SLC

AUGUST 2008- JANUARY 2015

Worked in ESE self- contained classrooms with students on the Autism Spectrum, grades K-8. Assisted students with daily work assigned by the teacher, accompany to resource classes and physical and occupational therapy sessions. Worked with the students on mastering daily life skills.

EDUCATION

LINCOLN UNIVERSITY

LINCOLN UNIVERSITY, PENNSYLVANIA 19352

MAY 2005

2 YEARS COLLEGE

CHOIR ACADEMY OF HARLEM

NEW YORK, NEW YORK 10035

HIGH SCHOOL DIPLOMA

JUNE 2003

KEY SKILLS AND CHARACTERISTICS

Perfect Attendance • Strong interpersonal & communication skills • Approachable • Presentable • Great Time Management • MS Office Suite • WPM: 80 • Ability to work collaboratively as part of a team • Problem Solving • Clean & Orderly • Meticulous attention to detail • Excellent Organizational skills • Poised under pressure • Will attend various webinars and trainings to enhance my own professional development • Udemy Excel Certification

Print

Application For Appointment/Reappointment - Submission #23440

Date Submitted: 1/15/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Committee and CRA Advisory Committee

Name:*

Patience Landers

Home Address:*

2810 Booker Street

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

6 years

Telephone Number*

3522781027

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Teacher

Employer:*

The Learning Tree Academy

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:

2808 Avenue D, Fort Pierce, Fl 34947 Private School

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:

The Learning Tree Academy, 2808 Avenue D, Fort Pierce, Fl 34947

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
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Resume Attached

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:*

Not Applicable

Applicant Email Address:*

Patiencelanders@ymail.com

Date:*

01-15-2025

Applicant's Signature:*

Patience C. Landers

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)

Patience_L.pdf

Patience Landers

City of Fort Pierce Application for Appointment

Fort Pierce, Fl.
(352) 278-1027
PatienceLanders@Ymail.com

PROFESSIONAL SUMMARY

Dynamic leader and educator with a proven track record, excelling in relations and strategic planning. Skilled in fostering strong relationships and enhancing small business operations. Achieved significant repeat business through exceptional relationship building and communication. Committed to continuous professional development and innovation in teaching methodologies..

WORK HISTORY

The Learning Tree Academy, Ft. Pierce, Fl. — *Owner, Teacher*

January 2019 - Present

Developed and maintained strong relationships with parents and families, resulting in repeat business and referrals.

Consulted with staff and families to assess needs and propose optimal solutions.

Established a positive workplace culture that fostered employee engagement, collaboration, and loyalty.

Star Christian Academy, Gainesville, Fl.—Teacher

February 2006 - March 2017

Developed strong relationships with students, parents, and colleagues by maintaining open lines of communication and fostering a supportive learning environment.

Differentiated instruction to accommodate diverse learning needs, ensuring each student had an equal opportunity for success.

Continuously pursued professional development opportunities such as workshops or conferences to stay current in educational trends.

EDUCATION

Santa Fe College, Gainesville, Fl.— *Associate of Applied Science - Digital Media Technology*

SKILLS

Customer relations

Small business operations

Relationship building

Verbal and written communication

Project management

Strategic planning

AWARDS

Lorem ipsum dolor sit amet Consectetuer adipiscing elit, Sed diam nonummy

Nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat.

Lorem ipsum dolor sit amet Consectetuer adipiscing elit, Sed diam nonummy

Nibh euismod tincidunt ut laoreet dolore magna aliquam erat volutpat.

LANGUAGES

Lorem ipsum, Dolor sit amet, Consectetuer

Print

Application For Appointment/Reappointment - Submission #22749

Date Submitted: 8/31/2024

Name of Board or Boards for which you are applying:*

Housing

Name:*

Ashley McCormick

Home Address:*

3009 Dunbar st

City:*

Fort Pierce

State:*

FL

Zip:*

34947

How long at this address?*

1106 Apt C North 7th Street

Telephone Number*

321-312-9274

If less than two years, provide prior address:

1106 Apt C North 7th Street

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

None

Employer:*

None

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce 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?*

- [ ] Yes
- [x] No

If yes, state the business and location:

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) *

None

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

No

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:

No

If appointed, are you willing to attend a training session which could last several hours?*

- [ ] Yes
- [x] No

Referred by:*

Housing

Applicant Email Address:*

Ashleylovehector1997@gmail.com

Date:*

08-31-2024

Applicant's Signature:*

Ashley mccormick

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 OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: AHAC

Name: ERIN O'BRIEN	Phone: 954-667-4976
Home Address: 708 S. 9th Street, Ft Pierce, FL 34950 City/Zip Code:	How long at this address? July 2022
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: DIRECTOR OF OPERATIONS	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ■ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ■ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ■ Yes ☐ No If yes, state the business and location: REMNANT CONSTUCTION, LLC 201 S. 2ND STREET #100 FT PIERCE, FL 34950	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ■ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ■ Yes ☐ No Land Development: ☐ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): BACHELORS DEGREE IN CIVIL ENGINEERING WORKED IN CONSTRUCTION SINCE 2000	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ■ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ■ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by: LESLIE OLSON	Applicant Email Address: eobrien101@gmail.com
Date: 3/18/24	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Print

Application For Appointment/Reappointment - Submission #23204

Date Submitted: 10/3/2024

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Committee

Name:*

Leslie Olson

Home Address:*

1001 S 8TH ST

City:*

FORT PIERCE

State:*

FL

Zip:*

34950-9324

How long at this address?*

10

Telephone Number*

7728825811

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Urban Planner

Employer:*

District Planning Group

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:

130 S Indian River Drive Ste 202 Fort Pierce Florida 34950 Urban and Policy Planning firm

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

We provide consulting services to FPUA

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:

See above

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [x] Yes
- [ ] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

As an Urban Planner with expertise in local issues, I'm committed to supporting my City with pro bono policy analysis through Board service

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

AHAC

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:*

N/A

Applicant Email Address:*

leslie@districtplanninggroup.com

Date:*

10/2/24

Applicant's Signature:*

Leslie Olson

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

Print

Application For Appointment/Reappointment - Submission #23431

Date Submitted: 1/9/2025

Name of Board or Boards for which you are applying:*

Affordable Housing

Name:*

Jennifer Picardi

Home Address:*

2201 River Branch Dr

City:*

Fort Pierce

State:*

FL

Zip:*

34981

How long at this address?*

8 yea

Telephone Number*

772-342-0366

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Mortgage Lender

Employer:*

Geneva Financial

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce 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:

111 Orange Ave, Ste M214

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] 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 have been part of this community for the past 24 years. I am part of Ft Pierce Woman's Club for past 6 years and current President for past 3yrs, have my mortgage business in downtown. I am very interested in helping on this committee since this is what I do all day, helping homeowners dreams come true. I believe I can be an asset to this committee with my background in lending, a board of trustee member and committee member for SLC Attainable housing with the realtors Association.

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:*

NA

Applicant Email Address:*

Jpicardi@genevafi.com

Date:*

1/9/25

Applicant's Signature:*

Jennifer Picardi

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

Print

Application For Appointment/Reappointment - Submission #23587

Date Submitted: 2/5/2025

Name of Board or Boards for which you are applying:*

Affordable housing

Name:*

Krystal Queen

Home Address:*

10623 Sugar Pine Dr

City:* | **State:*** | **Zip:***

Fort Pierce | FL | 34945

How long at this address?* | **Telephone Number***

1 month | 2488352838

If less than two years, provide prior address:

5406 Nw Woodland Way PSL 34986

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Real estate agent

Employer:*

Baron real estate

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:

Real estate, 10623 Sugar Pine Dr Fort Pierce Florida 34945

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

I work with them with some of my new construction projects.

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:

Baron Real estate

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Real estate agent, I help with a lot of first time home buyers.

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:*

N/a

Applicant Email Address:*

Kqueenrealtor@gmail.com

Date:*

Feb 5 2025

Applicant's Signature:*

Krystal Queen

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

Print

Application For Appointment/Reappointment - Submission #23429

Date Submitted: 1/8/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Committee

Name:*

Christy Romano

Home Address:*

960 NW Demedici Rd

City:*

Port st lucie

State:*

FL

Zip:*

34986

How long at this address?*

11yrs

Telephone Number*

7728019755

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Vice President

Employer:*

AApex Electric

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:

2007 Okeechobee Rd - Electrical Contractor

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

FPUA - AApex Electric does their grinder pump electrical installations

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:

AApex Electric 2007 Okeechobee Rd

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:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] 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) *

20 years of mortgage banking and real estate experience. I've been a successful business owner for the last 30 years and I sit on the local realtor association board and builders association board. I am in touch with the building and real estate industry and can be an asset to this committee.

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

City of Port St Lucie Citizens Advisory Committee

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:*

City of Ft Pierce website

Applicant Email Address:*

Christy@aapexelectric.com

Date:*

01/08/2025

Applicant's Signature:*

Christy Romano

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 OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Affordable Housing Advisory Committee

Name: Philip J. Thompson	Phone: (772) 999-4784
Home Address: 305 Fernandina Street Fort Pierce, FL 34949 City/Zip Code:	How long at this address? 4 Years
Are you a citizen of the United States? ■ Yes ☐ No	
Occupation: Developer/Builder/General Contractor	
Do you own a business that operates within the City of Fort Pierce? ■ Yes ☐ No If yes, list the address and nature of said business: CORAL REEF GENERAL CONTRACTING, LLC 305 Fernandina Street Fort Pierce, FL 34949	
Do you now or in the future plan to do business with the City of Fort Pierce? ■ Yes ☐ No If yes, in what capacity? I am currently Building New Homes in Fort Pierce and plan to Bid on upcoming City of Fort Pierce Projects.	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ■ No If yes, state the business and location: N?A	
Do you have special training or knowledge in the area of: Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No Contracting: ☐ Yes ☐ No Land Development: ■ Yes ☐ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): I am a Licensed Florida CGC and have vast knowledge of Raw Land Approvals, Site Development and Vertical Construction in both the Residential & Commercial Fields. I have Constructed 8 Story Affordable Housing Projects in NYC (Bronx, Brooklyn & Staten Island).	
Are you currently a member of a Commission-appointed board/committee? ■ Yes ☐ No If yes, please specify: City of Fort Pierce Redevlopment Agency	
Have you ever been convicted of a felony? ☐ Yes ■ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: coralreefgc@gmail.com
Date: 11/16/2022	Applicant's Signature

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

Print

Application For Appointment/Reappointment - Submission #23426

Date Submitted: 1/3/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Committee

Name:*

Tracy Thornton-Wesley

Home Address:*

1615 Avenue O

City:*

Fort Pierce

State:*

FL

Zip:*

34950

How long at this address?*

18 months

Telephone Number*

305-610-0941

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Registered Nurse

Employer:*

Jackson Memorial Hospital

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:

1615 Avenue O

Do you now or in the future plan to do business with the City of Fort Pierce or the Fort Pierce Utilities Authority(FPUA)?*

- [x] Yes
- [ ] No

If yes, in which organization and in what capacity?

Opening an Assisted Living Facility for the Elderly

Are you employed by a business that is located within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [ ] Yes
- [x] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] 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 am a Registered Nurse and real estate investor. I am opening an Assisted Living Facility for the elderly. I am passionate about helping the elderly and those who can not afford to pay the high rent prices. I currently own a home in Fort Pierce that's fully furnished it is a shared living space for those who are on limited income and do not qualify for section 8 . This home is very nice… I provide toiletries and anything that is needed for my tenants to the best of my abilities. I would love to have a seat at your table .

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:*

Email

Applicant Email Address:*

Trai64@comcast.net

Date:*

1-03-2025

Applicant's Signature:*

Tracy Thornton-Wesley

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)

Resume Tracy Wesley New additional information Updated 2022.pdf

Cellular (305) 610-0941 (personal)

Office: 813-683-3124- 33124 ext.

Tracy. Wesley @Anthem.com **Trai64@comcast.net** (personal)

Summary:

I am passionate regarding making an impact on our members and the communities we serve. Independently use discretion and judgment to evaluate objective and subjective clinical documentation. Assess the proficiency of nursing skills of other allied health professionals, based on business unit's expectation for performance. Collaborate with team lead to improve best practice. Ability to utilize peer review articles for research. Consult with Medical Directors on subjective assessments to ensure consistency of feedback related to complex, high risk cases. Possess excellent organizational, interpersonal, written, verbal and communication skills. Detailed and very analytical able to collect and analyze information, problem- solve and make concrete decisions.

Passionate for **Quality and Performance Improvement**.
I am currently working with hedis on data abstraction for **CBP, BPD, BCS, KED, FMC, SPC, OMW, OSW, EED, COL, COA, TRC, MRP.** Self-motivated, dedicated, ability to work and learn new material under pressure. Thrive in a complex environment that challenges me. Most importantly, I work very well with others.

Educational Credentials:

Master of Science (Major: Nursing).
Master's in Business Administration (Major: Business).

Baccalaureate in Arts (Major: Healthcare Administration).

Cellular (305) 610-0941 (personal)

Office: 813-683-3124- 33124 ext.

Tracy. Wesley @Anthem.com **Trai64@comcast.net** (personal)

Associates in Science from Jackson Memorial School of Nursing Miami, Florida

Major: Nursing.

Experience:

InterQual (6 Years)

MCG (4 Years)

Knowledgeable with Reveleer platform.

Proficient in Microsoft Excel and Microsoft Outlook, OneNote

Licenses:

Registered Professional Nurse, 2019 (Active) Florida Compact State.

Registered Professional Nurse, 2021, (Active) Multistate Licensure.

More than 27 years of experience in nursing.

Professional and Clinical Experience:

Cellular (305) 610-0941 (personal)

Office: 813-683-3124- 33124 ext.

Tracy. Wesley @Anthem.com **Trai64@comcast.net** (personal)

Additional Clinical Experience: Clinical Quality Auditing experience: Projects includes Abstraction, collecting data from member's chart and other medical records to improve quality.

Experience in managed care including clinical staff development.

Utilized as a Resource Nurse/ Preceptor.

Anthem Nurse Medical Management II Florida, Tampa Apr 2016-Present

Anthem Nurse Medical Management II Florida, Tampa Apr 2016 - Present

- As a Nurse Medical Manager II, working strictly with Medicare Members across the United States.
- Perform utilization Reviews on Initial reviews, Pre-op, DME, Acute Inpatient members.
- Nurse Medical Review Registered Nurse- Telecommute
- Assist with Coordinating care with Case management for our members.

Anthem Nurse Medical Management II Atlanta, GA Apr 2016 - Present

Georgia Medicaid Clinical Leadership- GBD

Cellular (305) 610-0941 (personal)

Office: 813-683-3124- 33124 ext.

Tracy. Wesley @Anthem.com **Trai64@comcast.net** (personal)

Nurse Medical Review Registered Nurse- Telecommute

- As a Nurse Medical Manager II, worked strictly with Georgia Medicaid clients.
- Perform **utilization review, or concurrent review, Initial reviews**. (Telecommute and telephonic inpatient care management) for: NICU, OB/GYN, ACUTE INPATIENT, ACUTE REHAB, SNF, LTACH. Using FACETS.
- Worked Saturdays to remain compliant with URAC Timeframes. Successful in saving the company millions due to Saturday process.
- Shared ideas on best practice for Saturday process to fulfill tasks. **Post Discharge Counseling/ Discharge planning.**
- Consult with Medical Director's as needed to trouble shoot difficult or complex cases.
- Processed all Medical Director Case Denials (Lack of Clinical Information, Clinical not meeting Medical Necessity and Reconsiderations). Conduct **Clinical Chart Assessment.**
- **Performed utilization and pre-service reviews using InterQual 2018.2 Care Guidelines and Anthem/BCBS Guidelines/Policy.**
- Demonstrated knowledge of all unit measures and levels for URAC/ AUMSI timeframes and Documentation Compliance. Demonstrated knowledge of client specific requirements for pre and post discharge counseling,
- Made appropriate referrals to internal and external resources. Knowledge of Milliman Case Guidelines or **InterQual**
- Determine medical appropriateness of inpatient and outpatient services following evaluation of medical guidelines and benefit determination.
- Assess and interpret customer needs and requirements Identify solutions to non-standard requests and issues.
- Work with minimal guidance. Provide explanations and information to others on difficult issues.
- Excellent customer service skills. Self-motivated, self-directed, positive attitude.
- A great resource for others with less experience. Intermediate typing and computer skills
- Ability to process word and excel documents

Cellular (305) 610-0941 (personal)

Office: 813-683-3124- 33124 ext.

Tracy. Wesley @Anthem.com **Trai64@comcast.net** (personal)

- Evaluates patient records to determine the medical necessity of treatment as a basis to approve and route possible denials to Medical Directors. Evaluates patient needs, treatment options and alternatives, and overall costs.
- Ensuring members have appropriate coverage for their treatment. Requiring that physicians obtain surgical approval before elective procedures are done.
- Collaborate with Medical Director about high dollar cases.
- Help administrators decide on the different treatments to provide the most appropriate circumstances for potentially experimental procedures. The ability to multitask with focus. Complies with HIPAA requirements.

UnitedHealth Care Clinical Services/Inpatient Care Management, Atlanta, GA Jan 2015 – Apr 2016

Utilization Review Nurse for the SE Georgia Region-Telecommute

- As a Nurse Medical Manager, work strictly with Georgia Medicare and Commercial contracts.
- Perform **utilization review, or concurrent review, Initial reviews**. (Telecommute and telephonic inpatient care management) for: ACUTE INPATIENT, ACUTE REHAB, SNF, and LTACH. ACUTE, ACUTE REHAB, SNF, LTACH, PRESERVICE ELECTIVES
- Review commercial and **Medicare cases, Discharge planning** for all members.
- Determine medical appropriateness of inpatient services. Follow evaluation of medical guidelines and benefit determination. Work with minimal guidance. Provide explanation and information to others on difficult issues. Coach provides feedback and guide others. Act as a resource for others with less experience.
- Intermediate typing and computer skills. Utilize word document. Knowledge of Milliman Care Guidelines.
- Proficient in Microsoft Excel and Microsoft Outlook. Evaluates patient records to determine the medical necessity of treatment.

Cellular (305) 610-0941 (personal)

Office: 813-683-3124- 33124 ext.

Tracy. Wesley @Anthem.com **Trai64@comcast.net** (personal)

BlueCross Blue Shield of Georgia State Health Benefit Plan, Atlanta, GA

Aug 2013 – 2015

Medical Manager/Utilization review RN-Telecommute,

- Served the state employees, teachers, school system employees and retirees who continued coverage (including annuitants and former employees on extended coverage), and covered dependents.
- Perform **utilization review, or Prior Authorization, concurrent review, Initial reviews**.
- (Telecommute and telephonic inpatient care management) for: OB/GYN, ACUTE INPATIENT, ACUTE REHAB, SNF, LTACH, OUTPATIENT, HOMEHEALTH, DME, and ELECTIVES CASES.
- Consulted with Medical Director's as needed to trouble shoot difficult or complex cases.
- Processed all Medical Director Case Denials (Lack of Clinical Information, Clinical not meeting Medical Necessity and Reconsiderations). Conduct Clinical Chart Assessment.
- Use Milliman Care Guidelines and Anthem/BCBS Guidelines/Policy.
- Demonstrated knowledge of all unit measures and levels for URAC/ AUMSI timeframes and Documentation Compliance.
- Demonstrated knowledge of client specific requirements for pre and post discharge counseling.
- Submit appropriate referrals to internal and external sources.
- **Demonstrated ongoing ability and knowledge of Utilization Review, Management, and Case Management Process.**
- Determine medical appropriateness of inpatient and outpatient services following evaluation of medical guidelines and benefit determination.
- Assess and interpret customer needs and requirements Identify solutions to non-standard requests and problems. Work with minimal guidance. Translate concepts into practice.

Cellular (305) 610-0941 (personal)

Office: 813-683-3124- 33124 ext.

Tracy. Wesley @Anthem.com **Trai64@comcast.net** (personal)

- Provide explanations and information to others on difficult issues. Coach provides feedback and guide others. Act as a resource for others with less experience. Intermediate typing and computer skills.
- Knowledge of Milliman Case Guidelines or **InterQual**. Proficient in Microsoft Excel and Microsoft Outlook.
- Work with the company on setting standards and protocols start up on new project for State Health Benefit Plan.
- Evaluates patient needs, treatment options and alternatives, with overall costs.
- Ensuring patients receive appropriate coverage for treatment.
- Collaborate with Medical Director in reference to high dollar cases. Help administrators decide on the different treatments in order to provide the most appropriate circumstances for potentially experimental procedures.

Trinity HealthCare Staffing Florence, SC Aug 2012 – Jun 2013

Greenville Medical Center Hospital

Travel Case Management/ Utilization Management/Integrated Role

- Perform **utilization review** on concurrent review and Initial reviews cases.
- ACUTE INPATIENT, OBSTETRICS/GYNECOLOGY cases for Medicaid and Commercial insurance.
- **Discharge planning**
- Clinical appeals
- Issue IM letters
- Review and evaluate treatment plan for patients.
- Collaborate with physicians and health care staff to ensure Level of Care is appropriate.
- Efficient with InterQual
- Great customer service skills.
- HIPAA Compliant.

Cellular (305) 610-0941 (personal)

Office: 813-683-3124- 33124 ext.

Tracy. Wesley @Anthem.com **Trai64@comcast.net** (personal)

DeKalb Medical Hospital, Decatur, GA Jun 2011 – May 2012

Registered Nurse Case Manager/ Utilization Review Management

- ACUTE INPATIENT cases for Medicaid, Commercial insurance, and nonpayers.
- Perform utilization review on concurrent review and Initial reviews cases.
- Discharge planning.
- Assist in problem solving with providers, claims or service issues. Assist with development of utilization/care management policies and procedures.
- Review a request for medical treatment, confirming that the plan provides coverage for the medical services.
- Ensure the level of care is appropriate.
- Monitor patient's level of care and length of hospital stay.
- Collaborate with health care staff, patients, and providers with a plan of care.
- Preauthorization for services, review for medical necessity.
- Review for appeals.

Thank you for your consideration!

Print

Application For Appointment/Reappointment - Submission #23573

Date Submitted: 2/4/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Committee

Name:*

Denetria Timms-Burey

Home Address:*

1012 Avenue G

City:* Fort Pierce

State:* FL

Zip:* 34950

How long at this address?* 2.5 years

Telephone Number* 2393553723

If less than two years, provide prior address:

1012 Avenue G

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Pharmacy Tech and UPS Manager

Employer:*

Jackson Drugs Pharmacy

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:

Healthcare Consultant

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?

Fort Pierce

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:

FL

Do you have special training or knowledge in the area of:

Engineering:*

- [x] Yes
- [ ] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [x] Yes
- [ ] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Certified Lean Six Sigma Greenbelt since 2018; proven strategist for development and implantations of process management and performance improvement; high level performer in brokering, sales and marketing.

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Community Wide Council

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:*

Donnella Clarke

Applicant Email Address:*

katricetimms@gmail.com

Date:*

2/4/2025

Applicant's Signature:*

Denetria Timms-Burey

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

Print

Application For Appointment/Reappointment - Submission #23546

Date Submitted: 2/1/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Committee

Name:*

Autum Wilson

Home Address:*

562 SW Whitmore Drive

City:*

Port St Lucie

State:*

FL

Zip:*

34984

How long at this address?*

5

Telephone Number*

7729717706

If less than two years, provide prior address:

562 SW Whitmore Drive

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Teacher

Employer:*

St. Lucie Public Schools

Do you own a business that operates within the City of Fort Pierce?*

- [ ] Yes
- [x] No

If yes, list the address and nature of said business:

Do you now or in the future plan to do business with the City of Fort Pierce 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:

Fort Pierce Central High School

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) *

Over the years, I have built a deep and integral relationship with the Fort Pierce community. As a hairstylist for over 15 years, I have connected with residents at the heart of this city, hearing their stories and understanding their needs firsthand. In addition to my career in hair styling, I pursued a degree in Sociology with a minor in Psychology at Florida State University, equipping me with a strong foundation in social dynamics, research, and community advocacy. Through my experience teaching at both Fort Pierce Westwood Academy and Fort Pierce Central High School, I have had the opportunity to further engage with the very individuals and families who are most impacted by the decisions made by this committee. My relationships within the community position me not only to listen to their concerns but also to advocate effectively on their behalf. Many of the individuals affected by affordable housing policies are raising children who will continue to face these challenges in the future. My goal is to help create not just immediate solutions but sustainable, long-term strategies that ensure a smoother transition from adolescence to adulthood through accessible resources and community support. To foster greater engagement and advocacy, I plan to leverage my established credibility and platforms—including social media, my podcast, and my YouTube channel—to increase community participation. By hosting events, panel discussions, and actively encouraging residents to attend meetings, I aim to create a stronger bridge between this committee and the people it serves. Additionally, I will build an email list to ensure that community members stay informed through meeting minutes, updates, and upcoming event notifications, ultimately encouraging greater civic involvement. With years of experience in facilitation and public speaking—both as an educator and a panelist—I am well-equipped to present information, lead discussions, and navigate complex conversations to find common ground. My sociology background has provided me with the research skills necessary to analyze community needs, track progress, and document statistical data on what strategies are working and where improvements are needed. This data-driven approach will help ensure that the committee's initiatives are both effective and measurable. With my deep-rooted connections, professional expertise, and commitment to this community, I would be honored to serve on the Fort Pierce Affordable Housing Committee. Thank you for your consideration.

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:*

Aisha Nash

Applicant Email Address:*

anw14c@gmail.com

Date:*

1/7/2025

Applicant's Signature:*

Autum Wilson

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

Print

Application For Appointment/Reappointment - Submission #23438

Date Submitted: 1/14/2025

Name of Board or Boards for which you are applying:*

Affordable Housing Advisory Committee,Communitywide Council, Parks Advisory Committee, Preservation Board ,Keep Fort Pierce Beautiful Advisory Board

Name:*

Marit Woods-Frank

Home Address:*

707 N 18th Street

City:* | **State:*** | **Zip:***

Fort Pierce | FL | 34950

How long at this address?* | **Telephone Number***

1.5 | 65199840060

If less than two years, provide prior address:

5810 Shannon Drive, Fort Pierce, fl 34951

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Project Management

Employer:*

Arway LLC

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:

Arway LLC has a proven track record of cultivating and maintaining strong client relationships, leading to the acquisition of contracts with over 35 clients. Skilled in market analysis, strategic planning, and providing actionable insights to enhance client engagement and drive revenue growth. Versatile in delivering tailored services across diverse industries to meet unique client needs.

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?*

- [ ] Yes
- [x] No

If yes, state the business and location:

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [x] Yes
- [ ] No

Real Estate Brokering:*

- [ ] Yes
- [x] No

Finanace/Accounting:

- [x] Yes
- [ ] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [x] Yes
- [ ] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

With over 10 years of experience in community engagement, program development, and public service, I am eager to contribute my expertise to initiatives that enhance the well-being and development of our community. In my role as Outreach Manager at Twin Cities Rise, I successfully managed programs that addressed workforce development and increased community engagement by 25%. As a Resource and Communications Coordinator with the Peace Corps, I worked closely with local and governmental organizations to implement sustainable development projects, building strong relationships and ensuring impactful outcomes. My experience coordinating diverse stakeholders, developing strategic plans, and advocating for community needs has prepared me to make a meaningful contribution to the City of Fort Pierce's committees. As a proud resident committed to the city's growth and success, I am particularly interested in opportunities that align with community development, strategic planning, and resource allocation. I am confident that my skills in collaboration, data analysis, and communication will allow me to support the city's goals effectively.

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:*

n/a

Applicant Email Address:*

maritwoods@hotmail.com

Date:*

1/14/25

Applicant's Signature:*

Marit Woods-Frank

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)

Marit Woods-MW.pdf

Marit Woods
612-787-5597| maritwoods@hotmail.com

ABOUT

I bring over 10 years of professional experience in project management, community engagement, and program development. My career has been dedicated to fostering collaboration, enhancing community services, and implementing strategic initiatives that address the needs of diverse populations.

As a former Outreach Manager with Twin Cities Rise, I successfully increased community engagement by 25% through targeted outreach programs and partnerships. My work as a Resource and Communications Coordinator with the Peace Corps involved developing sustainable projects in collaboration with local governments, building strong relationships, and delivering impactful results. Additionally, my role as a Project Coordinator at Fab Lab emphasized innovation, stakeholder engagement, and strategic planning to improve community outcomes.

My experiences internationally and nationally couple with my Master's degree in Management and Sustainable Development, I bring strong analytical skills, a data-driven approach to decision-making, and the ability to effectively communicate complex information to diverse audiences. My experience in public service and community advocacy positions me to contribute meaningfully to the board, fostering initiatives that align with the mission and goals of the City of Fort Pierce and the interest of residents.

PROFESSIONAL EXPERIENCE

Owner **01/2012-Present**
Arway Consultancy St. Paul, Minnesota

- Track record of cultivating and maintaining strong client relationships, leading to the acquisition of contracts with over 35 clients. Skilled in market analysis, strategic planning, and providing actionable insights to enhance client engagement and drive revenue growth. Versatile in delivering tailored services across diverse industries to meet unique client needs.

Outreach Manager **09/2019-09/2021**
Twin Cities Rise Minneapolis,MN

- Directed planning and execution of improvement initiatives, collaborating with municipal agencies to meet regulatory requirements.
- Oversaw team training on project management tools and methodologies, increasing operational efficiency by 20%.

Resource and Communications Coordinator **01/2017-03/2018**
Peace Corps Monrovia, Liberia

- Coordinated site development efforts for rural infrastructure projects, liaising with contractors and local governments to address land use and zoning challenges.
- Monitored project schedules and budgets, ensuring timely completion and compliance with government standards.

Project Development Specialist **01/2015-1/2017**
Nordic Construction DK. Copenhagen, Denmark

- Managed multi-phase construction and development projects, coordinating teams to meet tight deadlines and budget constraints.
- Conducted detailed project reviews and provided weekly updates to stakeholders, ensuring transparency and alignment with goals.

EDUCATION

M.A. in Management/Sustainable Development | School for International Training Graduate Institute |2011
B.A. in Sociology |Minor: Youth Studies| University of Minnesota-Twin Cities| 2008

Certifications: Project + Construction Management Certified | Google Data Analytics Professional Certificate (In Progress)| Conflict Resolution Training| Project Management for Nonprofits | CPR/AED Certified

Languages: French (Intermediate) | Creole (Intermediate) | Greenlandic(Beginner)

City Commission Regular Meeting **13. d.**

Meeting Date: 04/07/2025

Re:

SUBJECT:

Resolution 25-R28 appointing Renella Mitchell to the Board of Adjustment as Mayor Hudson's appointee.

SUMMARY:

Mr. Charles Hyek resigned from his position on the Board of Adjustment leaving Mayor Hudson's direct appointment position vacant.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor Linda Hudson

Attachments

Resolution

Application

Form Review

Form Started By: Tina Rel Started On: 03/18/2025 03:30 PM

Final Approval Date: 03/18/2025

RESOLUTION NO. 25-R28

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA, **CERTIFYING THE APPOINTMENT OF MEMBERS TO THE BOARD OF ADJUSTMENT,** PROVIDING FOR AN EFFECTIVE DATE.

BE IT RESOLVED that the following are hereby appointed by the City Commission to serve as members of the Board of Adjustment; 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.

1. Renella Mitchell as Mayor Linda Hudson's appointee.

BE IT FURTHER RESOLVED that this Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution has been duly adopted this 7th day of April, 2025.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES
CITY ATTORNEY

CITY OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Keep Fort Pierce Beautiful Board

Name: Renella Mitchell	Phone: 914563-7325
Home Address: City/Zip Code: 230 Peacock Street	How long at this address? 6

Are you a citizen of the United States? ☒ Yes ☐ No

Occupation: Surgical Technologist / Retired

Do you own a business that operates within the City of Fort Pierce? ☒ Yes ☐ No

If yes, list the address and nature of said business:
Mobile Notary/Legal Services
230 Peacock Street
Fort Pierce FLA 34982

Do you now or in the future plan to do business with the City of Fort Pierce? ☒ Yes ☐ No

If yes, in what capacity?
full capacity

Are you employed by a business that is located within the City of Fort Pierce? ☒ Yes ☐ No

If yes, state the business and location:
The Mitchell Group
230 Peacock Street
Fort Pierce FLA 34982

Do you have special training or knowledge in the area of:

Architecture: ☐ Yes ☐ No Engineering: ☐ Yes ☐ No Real Estate Brokering: ☐ Yes ☐ No

Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☐ No Other:

Describe your education, background, training and knowledge – (feel free to attach a resume):

Are you currently a member of a Commission-appointed board/committee? ☒ Yes ☐ No

If yes, please specify:
Park Advisory Committee

Have you ever been convicted of a felony? ☐ Yes ☒ No

If yes, what was the nature of the crime(s) you were convicted of:

Referred by: Charlene Adair Applicant Email Address: Rmitchell10502@Yahoo.com

Date: 02/02/2024 Applicant's Signature Renella Mitchell

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@city-ftpierce.com

City Commission Regular Meeting **13. e.**

Meeting Date: 04/07/2025

Re:

SUBJECT:

Resolution 25-R29 appointing Ryan Collins to the City of Fort Pierce Planning Board as Commissioner Taylor's appointee.

SUMMARY:

Ivel Sierra declined his appointment, thus creating a vacancy for Commissioner James Taylor's appointment to the Planning Board.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Seek Candidates.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Commissioner James Taylor

Attachments

Resolution

Application

Form Review

Form Started By: Tina Rel Started On: 03/26/2025 09:55 AM

Final Approval Date: 03/26/2025

RESOLUTION NO. 25-R29

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.

BE IT RESOLVED that the following are hereby appointed and/or reappointed by the City Commission to serve as a member of the City Planning Board; 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:
Ryan Collins	James Taylor

BE IT FURTHER RESOLVED that this Resolution shall become effective April 7, 2025.

IN WITNESS WHEREOF, this Resolution has been duly adopted on this 7th day of April 2025.

_____
LINDA HUDSON
MAYOR COMMISSIONER

ATTEST:

_____
LINDA W. COX
CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA K. HEDGES
CITY ATTORNEY

Print

Application For Appointment/Reappointment - Submission #23928

Date Submitted: 3/26/2025

Name of Board or Boards for which you are applying:*

Planning Board

Name:*

Ryan Collins

Home Address:*

312 Granada Street

City:*

Fort Pierce

State:*

FL

Zip:*

34949

How long at this address?*

2.5 years

Telephone Number*

7723703332

If less than two years, provide prior address:

Are you a citizen of the United States? *

- [x] Yes
- [ ] No

Occupation: *

Real Estate/ Property Management

Employer:*

Reef to Ranch Real Estate/ Casago Treasure Coast

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:

Real Estate/ Property Management

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:

Reef to Ranch Real Estate & Casago Treasure Coast- 112 Orange Avenue

Do you have special training or knowledge in the area of:

Engineering:*

- [ ] Yes
- [x] No

Architecture:*

- [ ] Yes
- [x] No

Real Estate Brokering:*

- [x] Yes
- [ ] No

Finanace/Accounting:

- [ ] Yes
- [x] No

Contracting:*

- [x] Yes
- [ ] No

Land Development:*

- [ ] Yes
- [x] No

Utilities:

- [ ] Yes
- [x] No

Management:*

- [x] Yes
- [ ] No

Describe your professional background and what expertise you will bring to this Board. (Attach your resume or other applicable information below if desired) *

Degree in Hospitality Management- EHL Hospitality Business School; Florida Sales Associate License; Florida General Lines License 2-20; Florida Adjuster License 6-20; Florida Limited Surety Agent License; Experience as construction project manager and home renovation; Small business owner: Real Estate and Property Management

Are you currently a member of a Commission-appointed board/committee?*

- [x] Yes
- [ ] No

If yes, please specify:

Board of Examiners of Contractors; Parking Committee

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:*

Commissioner James Taylor

Applicant Email Address:*

ryecollins@gmail.com

Date:*

03/26/2025

Applicant's Signature:*

Ryan Collins

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. f.**

Meeting Date: 04/07/2025

Re:

SUBJECT:

Resolution 25-R30 appointing Mary Durkin to the City of Fort Pierce Parks Advisory Committee as Mayor Hudson's appointee.

SUMMARY:

Charlene Adair resigned, thus creating a vacancy for Mayor Hudson's appointment to the Parks Advisory Committee.

RECOMMENDATION:

Adopt the Resolution.

ALTERNATIVES:

Adopt the Resolution.

RESPONSIBLE STAFF:

Linda W. Cox, City Clerk

COORDINATED WITH:

Mayor Linda Hudson

Attachments

Resolution

Application

Form Review

Form Started By: Tina Rel Started On: 03/26/2025 10:24 AM

Final Approval Date: 03/26/2025

RESOLUTION NO. 25-R30

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 and/or reappointed 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
Mary Durkin	Mayor Hudson	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 7th day of April 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 OF FORT PIERCE

100 NORTH US HWY 1
FORT PIERCE, FLORIDA 34950
(772) 467-3065 FAX (772) 467-3841

APPLICATION FOR APPOINTMENT/REAPPOINTMENT

Name of Board or Boards for which you are applying: Parks Advisory Cmte

Name: Mary Ann Durkin	Phone: 215-514-5759
Home Address: 801 S. Ocean Drive # 708 City/Zip Code: Fort Pierce 34949	How long at this address? 22 yrs pt time 1 year full time
Are you a citizen of the United States? ☒ Yes ☐ No	
Occupation: Retired Executive Assistant	
Do you own a business that operates within the City of Fort Pierce? ☐ Yes ☒ No If yes, list the address and nature of said business:	
Do you now or in the future plan to do business with the City of Fort Pierce? ☐ Yes ☒ No If yes, in what capacity?	
Are you employed by a business that is located within the City of Fort Pierce? ☐ Yes ☒ No If yes, state the business and location:	
Do you have special training or knowledge in the area of: Architecture: ☒ Yes ☐ No Engineering: ☐ Yes ☒ No Real Estate Brokering: ☐ Yes ☒ No Contracting: ☐ Yes ☐ No Land Development: ☐ Yes ☒ No Other: Describe your education, background, training and knowledge – (feel free to attach a resume): Degree Design & Architecture Administrator City of Phila 4 years Executive Assistant 25 yrs	
Are you currently a member of a Commission-appointed board/committee? ☐ Yes ☒ No If yes, please specify:	
Have you ever been convicted of a felony? ☐ Yes ☒ No If yes, what was the nature of the crime(s) you were convicted of:	
Referred by:	Applicant Email Address: MARYANNDURKIN8659@comcast.net
Date: 1/11/2022	Applicant's Signature Mary Ann Durkin

APPLICATIONS EXPIRE 6 MONTHS FROM THE DATE OF SUBMISSION. PLEASE REAPPLY AS OFTEN AS DESIRED.
Please return form to: City Clerk's Office – 100 North US Hwy 1, Fort Pierce, Florida 34950
fax (772) 467-3841 or via email at lcox@cityoffortpierce.com

City Commission Regular Meeting **13. g.**

Meeting Date: 04/07/2025

Re: King's Landing Third Amendment

Submitted For: Sara Hedges, City Attorney, City Attorney

SUBJECT:

Resolution 25-R31 approving or denying the Third Amendment to the Amended and Restated Agreement for Development of King's Landing and First Quarter Update

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") pursuant to a Purchase and Sale Agreement.

RECOMMENDATION:

Staff will proceed as directed.

ALTERNATIVES:

Staff will proceed as directed.

RESPONSIBLE STAFF:

Sara Hedges, City Attorney

COORDINATED WITH:

DeVoshay Johnson, Interim City Manager
Shyanne Harnage, Community Redevelopment Agency Administrator

Fiscal Impact

OTHER INFORMATION:

No fiscal impact at this time.

Attachments

25-R31
Third Amendment and Exhibits
Purchase and Sale Agreement with Live Oak
First Amendment to Purchase and Sale Agreement with Live Oak
Amended and Restated Agreement
First Amendment

Second Amendment

Form Review

Inbox	Reviewed By	Date
City Manager	Devoshay Johnson	03/25/2025 06:06 PM

Form Started By: Michelle McClendon
Started On: 03/19/2025 10:12 AM
Final Approval Date: 03/25/2025

RESOLUTION NO. 25-R31

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA **REGARDING THE REQUEST FOR A THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING AND THE SALE OF PROPERTY FROM AUDUBON DEVELOPMENT, INC TO LIVE OAK HOLDINGS GROUP, LLC**; PROVIDING FOR A SEVERABILITY CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Pierce ("City"), the Fort Pierce Redevelopment Agency ("FPRA") (the City and FPRA to collectively hereinafter be referred to as "City") and Audubon Development, Inc. ("Audubon"), all collectively hereafter, the "Parties", entered into an Agreement for Development of King's Landing on December 2, 2019, recorded in the Official Records Book 4353, Page 1200 of the Public Records of St. Lucie County, Florida wherein the City and/or the FPRA agreed to convey certain property (the "Property") to Audubon pursuant to specified terms, to include a Development Timeline; and

WHEREAS, the Parties entered into a First Amendment to Agreement for Development of King's Landing on February 3, 2020, recorded in the Official Records Book 4382, Page 118 of the Public Records of St. Lucie County, Florida amending the Agreement for Development of King's Landing; and

WHEREAS, the Agreement for Development of King's Landing and the First Amendment to Agreement for Development of King's Landing are collectively the "Original Agreement for Development"; and

WHEREAS, the Parties entered into an Amended and Restated Agreement for Development of King's Landing on February 8, 2022, recorded in the Official Records Book 4475, Page 2707 of the Public Records of St. Lucie County, Florida (the "Amended and Restated Agreement"); and

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

WHEREAS, the Parties entered into the First Amendment to Amended and Restated Agreement for Development of King's Landing on November 21, 2022, recorded in the Official Records Book 4919, Page 632 of the Public Records of St. Lucie County, Florida (the "First Amendment"); and

WHEREAS, pursuant to the Amended and Restated Agreement and the First Amendment thereto, Audubon was required to meet certain development timelines for each phase of development; and

WHEREAS, Audubon was required to submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024; and

WHEREAS, Audubon failed to submit an application for building permit(s) or DPCR approval for construction of Phase 2 no later than March 18, 2024; and

WHEREAS, a Notice of Default was issued to Audubon on March 21, 2024 informing Audubon of the default under the Amended and Restated Agreement and the First Amendment thereto; and

WHEREAS, Audubon had thirty (30) days to cure the default; and

WHEREAS, Audubon requested a forty-five (45) day extension of the cure period, which was granted by the FPRA on May 14, 2024, to run coterminous with the previously

granted extension by the City Commission on April 19, 2024; said extension to expire on June 4, 2024; and

WHEREAS, Audubon failed to cure the default by the extended cure period of June 4, 2024; and

WHEREAS, the Amended and Restated Agreement and the amendments thereto and the Deed to the Property conveyed by the City to Audubon contain terms authorizing the right to re-enter and retake the property if Audubon defaults in its obligations (the "Reverter"); and

WHEREAS, instead of the City proceeding with the Reverter on the Property, the Parties entered into the Second Amendment to Amended and Restated Agreement for Development of King's Landing on August 13, 2024, recorded in the Official Records Book 5192, Page 666 of the Public Records of St. Lucie County, Florida (the "Second Amendment") that, in part, included an amendment to the Development Timeline, required progress updates from Audubon to the City, required the submission of a Franchise Application to Marriott International no later than January 29, 2025 and proof of such to the City, provided for a waiver by Audubon of claims against the City, and included the approval of Harbert Realty Services, LLC ("Harbert") as a joint venture partner with Audubon pursuant to their Joint Venture Salient Terms Agreement; and

WHEREAS, on January 6, 2025, the City passed Resolution No. 25-R05, approving the sale of a portion of the Project commonly known as the villas plat from Audubon to Kings Landing Ft Pierce, LLC, a Florida limited liability company whose mailing address is 3670 Maguire Blvd., Suite 220, Orlando, FL 32803; and

WHEREAS, pursuant to the Second Amendment, the breach or termination of the Joint Venture Salient Terms Agreement by Audubon or Harbert was a material breach of the Amended and Restated Agreement; and

WHEREAS, pursuant to the Second Amendment, Audubon was required to finalize its Joint Venture Partnership with Harbert through the formation of a Delaware limited liability company within 180 days of the effective date of the Second Amendment; and

WHEREAS, Audubon and Harbert failed to finalize their Joint Venture Partnership pursuant to the Joint Venture Salient Terms Agreement and as required by the Second Amendment; and

WHEREAS, a Notice of Default has not been served from the City to Audubon for the failure to finalize the Joint Venture Partnership with Harbert, as required; and

WHEREAS, in January 2025, Audubon proposed entering into a Joint Venture Partnership with Live Oak Holdings Group, LLC ("Live Oak") instead of Harbert; and

WHEREAS, instead of a Joint Venture Partnership, Audubon and Live Oak subsequently entered into a Purchase and Sale Agreement, for the Property except the villas plat ("Remaining Property"), dated February 21, 2025, as amended by that certain First Amendment to Purchase and Sale Agreement dated February 27, 2025 (collectively, the "Purchase and Sale Agreement"); and

WHEREAS, written notice of Audubon's intent to sell the Remaining Property pursuant to the Purchase and Sale Agreement was received by the City on March 26, 2025; and

WHEREAS, pursuant to the Amended and Restated Agreement and the amendments thereto, the City has fifteen (15) days from receipt of the notice to provide written approval or denial of the request; and

WHEREAS, Audubon has requested a Third Amendment to the Amended and Restated Agreement, attached at Exhibit "1", to approve the sale of the Remaining Property pursuant to the Purchase and Sale Agreement.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT PIERCE, FLORIDA THAT:

SECTION 1. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION 2. The City Commission hereby:

- ☐ APPROVES the Third Amendment to the Amended and Restated Agreement, attached at Exhibit "1".

- ☐ DENIES approval of the Third Amendment to the Amended and Restated Agreement, attached at Exhibit "1"; and

  Denies approval of the sale of the Remaining Property pursuant to the Purchase and Sale Agreement; and

  Authorizes and directs the City Manager and/or the City Attorney, or their designee, to issue a Notice of Default for any and all existing breaches and/or defaults and exercise the Reverter under the Amended and Restated Agreement and the amendments thereto to re-enter and retake the Remaining Property by any and all appropriate legal means, to include the initiation of litigation, if necessary.

SECTION 3. If any section, clause, phrase, word, or provision of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, whether for substantive or procedural reasons, such portion shall be deemed a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions of this Resolution which shall remain in full force and effect.

SECTION 4. This Resolution shall become effective upon adoption.

IN WITNESS WHEREOF, this Resolution was duly adopted this 7th day of April, 2025.

_____
LINDA HUDSON, MAYOR

ATTEST:

_____
LINDA W. COX, CITY CLERK

(CITY SEAL)

APPROVED AS TO FORM
AND CORRECTNESS:

_____
SARA HEDGES, CITY ATTORNEY

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

THIS THIRD AMENDMENT TO THE AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING (the "Agreement") is made and entered into as of this ____ day of _____2025, by and between AUDUBON DEVELOPMENT, INC., a Florida corporation (hereafter referred to as "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"); and LIVE OAK HOLDINGS GROUP, LLC., a Florida Limited Liability Company (hereafter referred to as "Live Oak Holdings Group"), whose mailing address is 100 N. Laura Street, Suite 900, Jacksonville, FL 32202.

W I T N E S S E T H:

WHEREAS, as a result of that certain competitive solicitation and procurement (RFQ-2019-003), 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 which 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 entered into a Second Amendment to the Amended and Restated Agreement, dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (the "Second Amendment"); approving Harbert Realty Services as a joint venture partner subject to certain conditions and extending certain development deadlines (the Amended and Restated Agreement as amended by the First Amendment and Second Amendment is collectively referred to hereinafter as the "Amended and Restated Agreement");

WHEREAS, on January 6, 2025, the City passed Resolution No.25-R05, approving the sale of a portion of the Project (all references to "the Project" in this Agreement shall have the meaning defined in the Amended and Restated Agreement) commonly known as the villas plat from Audubon to Kings Landing Ft Pierce, LLC, a Florida limited liability company whose mailing address is 3670 Maguire Blvd., Suite 220, Orlando, FL 32803;

WHEREAS, no portion of this Agreement shall be construed to alter the terms of Resolution No. 25-R05 nor the requirements assigned to Kings Landing Ft Pierce, LLC under that certain assignment and assumption agreement executed January 17, 2025;

WHEREAS, on January 8, 2025, before entering into a final joint venture partnership agreement as contemplated by the Second Amendment, Audubon and Harbert Realty Services, LLC agreed that transition of leadership to Live Oak Holdings Group is in the best interest of the Project, and Audubon provided the City Attorney with a letter addressed to the City Commission containing information related to this transition on January 9, 2025, requesting the City approve Live Oak Holdings Group as a joint venture partner pursuant to paragraph 12 of the Amended and Restated Agreement instead of Harbert Realty Services and presenting written "Joint Venture Salient Terms" entered into between Audubon and Live Oak Holdings Group;

WHEREAS, Audubon and Live Oak Holdings Group, now instead intend to finalize their relationship structure through a purchase and sale agreement, in which Live Oak Holdings Group purchases the Land (as defined in the Purchase and Sale Agreement) together with all development rights and responsibilities associated with the Amended and Restated Agreement and Audubon's interest in the Project is reduced to a limited partnership interest from conveyance of a portion of its purchase price;

WHEREAS, Audubon formally requested approval of the purchase and sale agreement in writing via FedEx delivery received by the City Manager on March 27, 2025;

WHEREAS, the City acknowledges that the deadlines listed on Lines 1-5 of the Construction Schedule, attached hereto as Exhibit "A" have been satisfied through meeting presentations, due diligence, and preliminary site plan modification review with City staff;

WHEREAS, the parties desire to further amend the Amended and Restated Agreement on the terms stated herein.

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 City's City Commission, the FPRA Board, and Live Oak Holdings Group, whichever is later.

3. **Development Obligations; Timeline.** From and after the effective date of this Agreement, the parties agree that Audubon and/or Live Oak Holdings Group

shall comply with and perform all obligations, terms, and conditions of the Amended and Restated Agreement, including but not limited to strict compliance with the Construction Schedule and all Development Deadlines in Paragraph 9 as amended by the Second Amendment, in part, consistent with Section 8.04 of the Purchase and Sale Agreement. Audubon agrees to cooperate with Live Oak Holdings Group, including but not limited to executing owner authorizations and submitting required documents to the City. The Construction Schedule is re-attached hereto as Exhibit "A." Audubon and/or Live Oak Holdings Group shall be jointly and severally responsible for complying with all Start and Finish Dates for each Task Name within Exhibit "A."

Any site plan amendment shall be submitted by Audubon and/or Live Oak Holdings Group in final and complete form to the City's Planning Department on or before May 31, 2025. Audubon and/or Live Oak Holdings Group shall use all best efforts and due diligence in submitting any additional documentation and/or information reasonably requested by any City department in relation to review of the site plan amendment application and/or reasonably requested in relation to committee, board, City Commission, and/or FPRA Board review and approvals of the site plan amendment.

4. **Approval of Purchase and Sale Agreement.** Pursuant to Paragraph 12 of the Amended and Restated Agreement for Development of King's Landing, the City hereby approves the sale to Live Oak Holdings Group pursuant to that certain Purchase and Sale Agreement dated February 21, 2025, as amended by that certain First Amendment to Purchase and Sale Agreement dated February 27, 2025 (collectively, the "Purchase and Sale Agreement"), a true and accurate copy of which is attached hereto as Exhibit "B", subject to the following conditions:

    a. The City's requested approval of the Purchase and Sale Agreement is limited solely to the explicitly named entity requested therein, Live Oak Holdings Group. Nothing contained in this Agreement shall be construed as an approval or acceptance of any subsequent assignment, transfer, joint venture, or other transfer to any other entity or affiliate pursuant to Section 15.06 of the Purchase and Sale Agreement without prior written approval of the City, including but not limited to the "Hotel Owner" or "Primary Owner" referred to therein. Any further assignment or transfer shall require at least thirty (30) days' written notice to the City with sufficient information for the City to review and approve, in its reasonable discretion, consistent with the requirements and diligence of its original award under RFQ No. 2019-003.

    b. The parties acknowledge that despite the language included in Section 13.01 of the Purchase and Sale Agreement, the Purchase and Sale Agreement is a public

record subject to all requirements of article I, section 24 of the Florida Constitution, and chapter 119, Florida Statutes, et. al.

c. Nothing contained herein shall be construed as accepting any breach or variation to the terms of the Amended and Restated Agreement, including but not limited to the City's reversion rights. The City demands strict compliance and performance with all conditions, obligations, and deliverables under the Amended and Restated Agreement.

5. **Closing Document Approval.** Audubon and/or Live Oak Holdings Group shall provide the City with a final copy of the deed intended to convey the Land at closing and the assignment and assumption agreement required to be delivered at closing no later than sixty (60) days prior to July 15, 2026, or such earlier date as closing may occur pursuant to Article V of the Purchase and Sale Agreement. The closing shall not proceed absent approval from the City as to the language of the deed and the assignment and assumption contract.

6. **Hotel Approvals.** By closing or July 15, 2026, whichever occurs sooner, Live Oak Holdings Group shall have partnered with Mainsail Lodging and Development and the "Hotel Financing" referred to in Article V of the Purchase and Sale Agreement shall be fully and finally closed.

7. **Further Amendments; Extension of Outside Closing Date.** Notwithstanding the ability to amend the Purchase and Sale Agreement or extend the Outside Closing Date pursuant to Article V of the Purchase and Sale Agreement, the closing shall not be extended and there shall be no further amendments of the Purchase and Sale Agreement without the prior written approval of the City.

8. **Performance Bond.** The performance bond relating to Infrastructure Improvements ("Infrastructure Performance Bond") and the performance bonds for Phases 2 through 4 referenced in Paragraph 10(d) of the Amended and Restated Agreement shall be obtained by Live Oak Holdings Group in an amount that equals or exceeds the estimated cost of such construction based on an updated estimate, the estimated amount of which shall be agreed to by the City and Live Oak Holdings Group, within thirty (30) days of receiving written permit approval by the City's building department for each Phase or receiving written permit approval or reactivation of an existing permit(s), whichever occurs sooner, from the City's building department for the site work permit(s) for the Infrastructure Improvements required in Phase 1. Live Oak Holdings Group shall provide the City with notification of permit issuance or reactivation, which may be emailed to the City Manager with carbon copy to the City Attorney, within two (2) business days of receipt. The parties agree that no vertical construction (other than the Hotel) will be conducted by Audubon or Live Oak Holdings Group during Phase 1; therefore, no additional performance bonds, apart from the Infrastructure Performance Bond required for the Infrastructure

Improvements, must be posted by either Audubon or Live Oak Holdings Group in relation to Phase 1. If any permit is extended beyond one (1) year from the date of issuance, whether by local or statutory authority, without the commencement of construction for the applicable Phase, all performance bonds shall be reviewed for updates to the estimated cost of the applicable construction, the estimated cost of which shall be reasonably agreed to by the City and Live Oak Holdings Group. The performance bond shall be adjusted by Live Oak Holdings Group for any increased estimated cost of construction for each performance bond.

9. **Time of the Essence; Material Breach.** Time is of the essence for all deadlines stated in this Agreement and the Amended and Restated Agreement. Except as provided below, the failure of Audubon and/or Live Oak Holdings Group to strictly and timely comply with any term, condition, or requirement of this Agreement or the Amended and Restated Agreement shall constitute a material breach for which the City may declare the Amended and Restated Agreement to be in default in accordance with the conditions of Paragraph 10 of the Amended and Restated Agreement, and, thereafter, the City may proceed with any and all available remedies. The parties acknowledge and agree that nothing contained herein shall be construed as an agreement to modify or release the City's rights of reversion. In the event that Audubon and/or Live Oak Holdings Group terminate or otherwise fail to close on the purchase and sale of the Land by the Outside Closing Date (as defined in the Purchase and Sale Agreement) neither Audubon nor Live Oak Holdings Group shall have the right to cure such default and the City shall have the right to immediately exercise its rights of reversion upon written notice to Audubon (notice to Live Oaks Holdings Group shall not be required). Audubon agrees it shall not contest the City's immediate exercise of reversion rights and will not contest any legal filings by the City to exercise its reversion rights, except as to assert unreasonable action by the City that resulted in the failure to close on the purchase and sale of the Land by the Outside Closing Date (as defined in the Purchase and Sale Agreement). Upon judicial determination of reversion of title to the Land in favor of the City, Audubon will cooperate with returning the Land in the same title and physical condition it received it, unless improvements have been made to the Land pursuant to the Amended and Restated Agreement, for which the City may agree to accept as is in its sole discretion, and acknowledges that it received the Land for below fair market value ($0.00) under section 163.3180, Florida Statutes, and therefore agrees no bond shall be required to be placed in court registry.

10. **Current Defaults or Breaches.** While the parties acknowledge the City could presently proceed with a notice of default and/or breach pursuant to the Amended and Restated Agreement and under the Second Amendment, the City agrees it will not issue such notice for currently existing defaults or breaches. The City agrees it shall only proceed with a notice of default and/or breach for defaults or breaches which occur after the effective date of this Agreement. Nothing herein, however, shall

limit the City's legal rights or abilities pursuant to the Amended and Restated Agreement, at law, or in equity, to include its right of reversion, should there by any future default(s) or breach(es) by Audubon, Live Oaks Holding Group, or any other subsequent party. Further, nothing herein shall limit the City's ability to proceed with and/or enforce, through any and all available legal means, code enforcement or building code violations on the Land, to include those currently existing.

11. **Notice.** Any notices to be given with respect to Live Oak Holdings Group as to this Agreement or the Amended and Restated Agreement shall be in the same manner as provided in Paragraph 20 of the Amended and Restated Agreement to:
To Live Oak Holdings Group, LLC,:

    Live Oak Holdings Group, LLC
    100 N. Laura Street, Suite 900
    Jacksonville, FL 32202
    Attn: Paul Bertozzi and Bill Ware

    With a copy to:

    Lippes Mathias, LLP
    10151 Deerwood Park Blvd., Building 300 Suite 300
    Jacksonville, FL 32256
    Attn: Christopher Walker

12. **Notice Address Update.** Pursuant to Paragraph 20 of the Amended and Restated Agreement, a change of address for Audubon is as follows:

    To Audubon Development, Inc.:

    Audubon Development, Inc.
    P.O. Box 981
    Palm Beach , FL 33480

    With a copy to:

    Jones Foster, P.A.
    505 S. Flagler Drive, Suite 1100,
    West Palm Beach, FL 33401
    Attn: Lainey Francisco

13. **No Further Amendment of Amended and Restated Agreement.** Except as specifically modified and amended hereby, the Amended and Restated Agreement shall remain in full force and effect. Further, Paragraphs 5, 6, 7, 8, and 9 shall specifically remain in full force and effect as written and contained within the Second Amendment.

14. **Counterparts; Electronic Signatures.** 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.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

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

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: _____
Address: _____

By:_____
Print Name:_____
Title: _____

By: _____
Print Name:_____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 2025, by_____ as _____ for AUDUBON DEVELOPMENT, INC., a Florida corporation. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: _____
Print Name:_____
Address: _____

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Mayor

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by LINDA HUDSON, as MAYOR, for CITY OF FORT PIERCE, a municipal corporation. Said that person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification, to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGE)

WITNESSES:

"FPRA"

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

By: _____
Print Name:_____
Address: _____

By:_____
Linda Hudson, Chairwoman

By: _____
Print Name:_____
Address: _____

APPROVED AS TO FORM
AND CORRECTNESS:

By:_____
Sara Hedges, City Attorney

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025 by _____ as _____ for FORT PIERCE DEVELOPMENT AGENCY, a community redevelopment agency established pursuant to Florida Statues Chapter 163. Said person did take an oath and (check one) □ is personally known to me, □ produced a driver's license issued by a state of the United States within the last five (5) years as identification to wit:

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

(SIGNATURES CONTINUE ON FOLLOWING PAGES)

WITNESSES:

"Live Oak Holdings Group, LLC"

LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company

By: _____
Print Name: _____
Address: _____

By:_____
Print Name:_____
Title: _____

By: _____
Print Name:_____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ___ day of _____, 2025, by_____ as _____ for LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company. Said person did 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

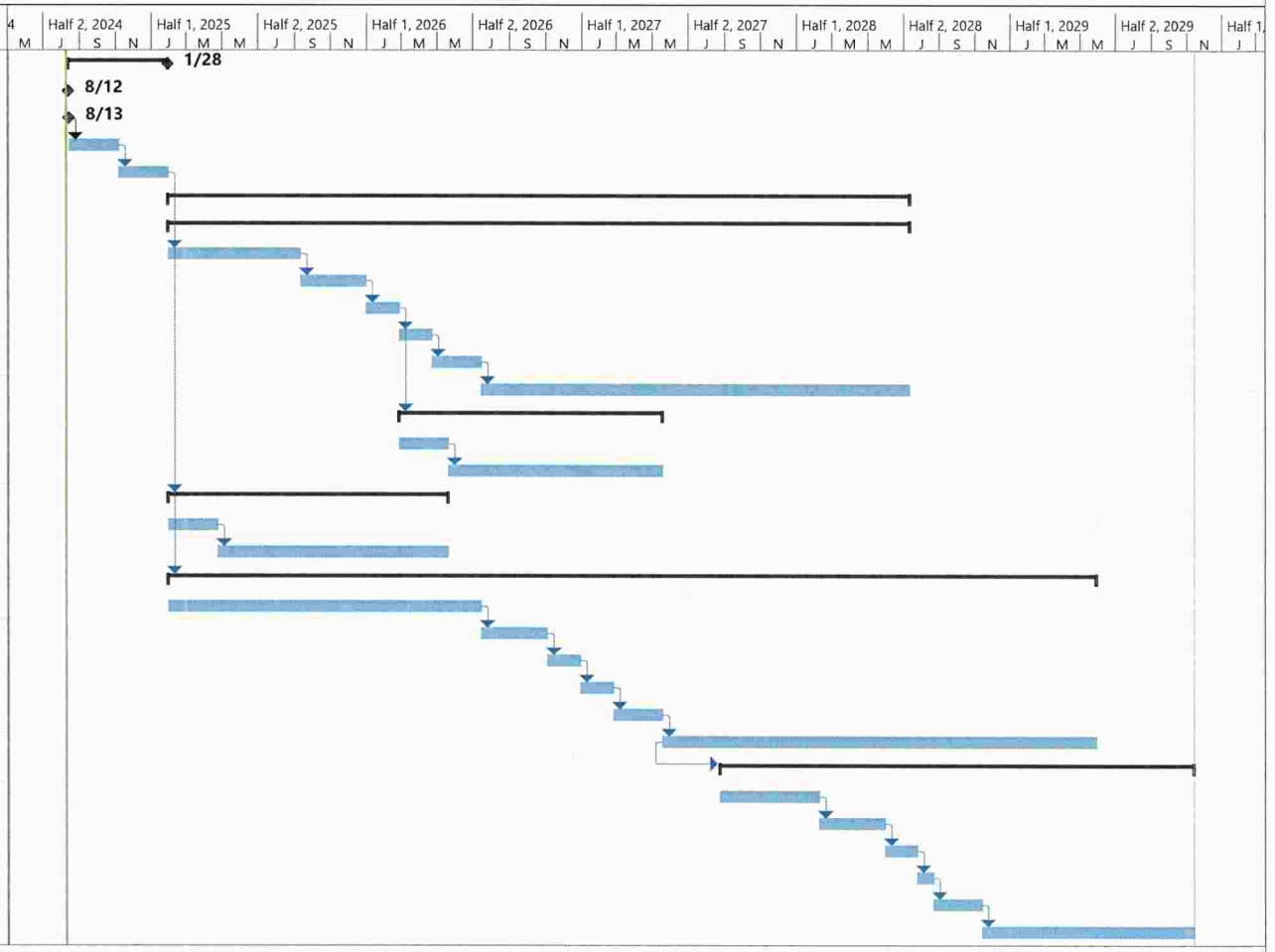
tabbies

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 "B"

FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into as of the 27th day of February, 2025 (the "**Effective Date**"), by and between **AUDUBON DEVELOPMENT, INC.**, a Florida corporation ("**Seller**"), and **LIVE OAK HOLDINGS GROUP, LLC**, a Florida limited liability company ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated February 21, 2025 (the "**Agreement**"), relating to the purchase and sale of certain real property located in St. Lucie County, Florida as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller desire to enter into this Amendment to amend certain terms and conditions of the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the parties, Seller and Purchaser do hereby covenant and agree as follows:

1. **Recitals**. Seller and Purchaser do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Amendment.

2. **Defined Terms**. Any capitalized terms utilized in this Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Agreement.

3. **Third Amendment to the Municipal Agreement**. Notwithstanding anything to the contrary in the Agreement, if the Third Amendment referenced in Section 8.04 in the Agreement is not fully executed by the Seller, City and FPRA on or before May 22, 2025, then the Agreement shall terminate and be of no further force and effect.

4. **Modification**. Except as modified by this Amendment, the terms and conditions of the Agreement are hereby ratified, confirmed and shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern. Seller and Purchaser hereby agree that the Agreement, as amended by this Amendment, shall constitute a valid and binding contract between Seller and Purchaser.

5. **Counterparts; Facsimile**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile or e-mail copy of this Amendment and any signatures hereon shall be considered for all purposes as originals.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SELLER:

AUDUBON DEVELOPMENT, INC.,
a Florida corporation

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

PURCHASER:

LIVE OAK HOLDINGS GROUP, LLC,
a Florida limited liability company

By: _____
Print Name: Paul Bertozzi
Title: Manager

PURCHASE AND SALE AGREEMENT

between

AUDUBON DEVELOPMENT, INC., Seller

and

LIVE OAK HOLDINGS GROUP, LLC, Purchaser

dated as of

February 21, 2025

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of the 21st day of February, 2025, is entered into between Audubon Development, Inc., a Florida corporation ("**Seller**"), having an address at P.O. Box 981, Palm Beach, FL 33480, and Live Oak Holdings Group, LLC, a Florida limited liability company ("**Purchaser**"), having an address at 100 N Laura Street, Suite 900, Jacksonville, FL 32202.

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"**Agreement**" has the meaning set forth in the preamble.

"**Assignments**" has the meaning set forth in Section 5.02(d).

"**Assumed Contracts**" has the meaning set forth in Section 8.03.

"**Assumed Permits and Licenses**" has the meaning set forth in Section 2.01(i).

"**Assumed Warranties and Guaranties**" has the meaning set forth in Section 2.01(j).

"**Bill of Sale**" has the meaning set forth in Section 5.02(c).

"**Business Day**" has the meaning set forth in Section 15.04.

"**Closing**" has the meaning set forth in Article 5.

"**Closing Date**" has the meaning set forth in Article 5.

"**Code**" has the meaning set forth in Section 5.02(e).

"**Construction and Management Agreements** has the meaning set forth in Section 2.01(l).

"**Confidential Information**" has the meaning set forth in Section 13.01.

"**Cure Period**" has the meaning set forth in Section 6.03(b).

"**Deed**" has the meaning set forth in Section 5.02(a).

"**Delinquent Property Taxes**" has the meaning set forth in Section 5.05(a)

"**Deposit**" has the meaning set forth in Section 3.01(a).

"**Due Diligence Materials**" has the meaning set forth in Section 4.01.

"**Due Diligence Period**" has the meaning set forth in Section 4.02.

"**Effective Date**" has the meaning set forth in Section 8.04.

"**Environmental Laws**" has the meaning set forth in Section 7.01(i).

"**Escrow Agent**" has the meaning set forth in Article V.

"**Force Majeure Event**" has the meaning set forth in Section 15.15.

"**Hazardous Materials**" has the meaning set forth in Section 7.01(i).

"**Hotel Financing**" has the meaning set forth in Article 5.

"**Improvements**" has the meaning set forth in Section 2.01(b).

"**Inspections**" has the meaning set forth in Section 4.02.

"**Intangible Property**" has the meaning set forth in Section 2.01(k).

"**Land**" has the meaning set forth in Section 2.01(a).

"**MOU**" has the meaning set forth in Article 5.

"Municipal Agreement" has the meaning set forth in Section 8.04.

"**Notices**" has the meaning set forth in Section 10.01.

"**OFAC**" has the meaning set forth in Section 7.01(l).

"**Outside Closing Date**" has the meaning set forth in Article 5.

"**Permitted Exceptions**" has the meaning set forth in Section 6.02.

"**Personal Property**" has the meaning set forth in Section 2.01(c).

"**Plans and Surveys**" has the meaning set forth in Section 2.01(g).

"**Property**" has the meaning set forth in Section 2.01.

"**Purchase Price**" has the meaning set forth in Section 3.01.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser's Costs**" has the meaning set forth in Section 11.01(b).

"**Purchaser Default**" has the meaning set forth in Section 11.01(a).

"**Purchaser's Representatives**" has the meaning set forth in Section 4.03.

"**Purchaser's Termination Notice**" has the meaning set forth in Section 9.02.

"**Seller**" has the meaning set forth in the preamble.

"**Seller Default**" has the meaning set forth in Section 11.01(b).

"**Service Contracts**" has the meaning set forth in Section 7.01(f).

"**Site Plan**" has the meaning set forth in Section 3.01(b).

"**Survey**" has the meaning set forth in Section 6.03(a).

"**Title Commitment**" has the meaning set forth in Section 6.03(a).

"**Title Insurance Company**" has the meaning set forth in Section 6.01.

"**Title Objection**" has the meaning set forth in 6.03(b).

"**Title Objection Notice**" has the meaning set forth in 6.03(b).

"**Title Objection Response**" has the meaning set forth in 6.03(b).

"**Transaction Parties**" has the meaning set forth in Section 13.01.

"**Transfer Tax Documents**" has the meaning set forth in Section 5.02(b).

"**Violations**" has the meaning set forth in Section 6.05.

"**Voluntary Liens**" has the meaning set forth in 6.04(a).

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**"):

(a) All those certain lots, pieces, or parcels of land located in Fort Pierce, St. Lucie County, Florida, as more particularly bounded and described in Exhibit A attached hereto and hereby made a part hereof (the "**Land**");

(b) All improvements located on the Land and all Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "**Improvements**");

(c) All equipment, machinery, apparatus, appliances, and other articles of personal property located on and used in connection with the operation of the Improvements (collectively, the "**Personal Property**");

(d) All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(e) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(f) **Intentionally Deleted.**

(g) All plans, surveys, specifications, drawings, architectural and engineering drawings, permits and other ancillary documents related to the construction, renovation or improvement of the Property in the possession of the Seller or in the possession of any of the Seller's contractors, sub-contractors, consultants, vendors, affiliates, assigns, partners, or otherwise, to the extent transferable in connection with the sale of the Property (collectively, the "**Plans and Surveys**");

(h) All right, title, and interest of Seller in and to the Assumed Contracts, pursuant to Section 8.03 of this Agreement;

(i) Any permit, entitlement, governmental approval, incentives, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the Property's construction, ownership, operation, and use to the extent transferable with the sale of the Property. (collectively, the "**Assumed Permits and Licenses**").

(j) Any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the sale of the Property ("**Assumed Warranties and Guaranties**"); and

(k) All rights, title, and interests of Seller in and to: (i) computer software used in connection with any computer systems regarding the Property; (ii) trademarks, trade names, service marks, social media, and other intellectual property rights held or used in connection with the Property or the operation; (iii) other intangibles associated with the Property, including, without limitation, goodwill, logos, and designs related to the Property and other general intangibles relating to the Property; and (iv) all telephone exchange numbers specifically dedicated and identified with the Property (collectively, the "**Intangible Property**").

(l) All right, title, and interest of Seller in and to all engineered plans, approved or otherwise; specifications; construction contracts; construction agreements; the

Reservation Agreements; contracts with any third-party real estate companies, including but not limited to, residential condominium unit and commercial, retail and restaurant space reservation deposits, to the extent assignable in connection with the sale of the Property ("**Construction and Management Agreements**"). The assignment of the Construction and Management Agreements shall also include, to the extent assignable, all licenses with any third-party real estate companies in possession, or where issuance is being contemplated, of the Seller or Seller's assigns, affiliates, partners, vendors. For avoidance of doubt, the licenses contemplated here include, but are not limited to, licenses issued by a government authority, or any other license which could be deemed a license and connected to the Property

ARTICLE III
PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price to be paid by Purchaser to Seller for the Property is SIX MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS and 00/100 Dollars ($6,480,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable as follows:

(a) Within THREE (3) Business Days after the Effective Date, Purchaser shall pay the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 ("250,000.00") (the "**Initial Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Seller, or by wire transfer of immediately available federal funds to an account at such bank as designated by Seller.

(b) Within THREE (3) Business Days after the earlier to occur of (i) Purchaser's receipt of City's written approval of the modified project site plan (the "**Site Plan**") or (ii) ONE HUNDRED EIGHTY (180) days after the Effective Date, an additional deposit in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ("250,000.00") (the **Additional Deposit**"), by Purchaser's certified check or official bank check, subject to collection, made payable to Seller, or by wire transfer of immediately available federal funds to an account at such bank as designated by Seller. The Initial Deposit and the Additional Deposit are collectively referred to herein as the "**Deposit.**"

(c) THREE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 ($3,980,000.00) of the Purchase Price shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed, by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than the Closing Date.

(d) The balance of the Purchase Price in the amount of TWO MILLION DOLLARS 00/100 ($2,000,000.00) shall be conveyed and contributed by Seller and considered paid by Purchaser to Seller in the form of a limited partnership interest in the amount of ONE MILLION DOLLARS 00/100 ($1,000,000.00) in the development entity (the "**Hotel Owner**") of the contemplated hotel development on the Property (the "**Hotel**

Site"), and ONE MILLION DOLLARS 00/100 ($1,000,000.00) in the development entity (the "**Primary Owner**") of the contemplated residential condominium and commercial, retail, and restaurant development on the Property (the "**Primary Site**"). Purchaser shall confirm the allocation of the Purchase Price between the Hotel Site and the Primary Site within THIRTY (30) days after the Effective Date, provided that such allocation shall be reasonably acceptable to Seller. The preliminary legal description for the real property upon which the Hotel Site and Primary Site are to be located on the Land as described in Exhibit A attached hereto and made a part hereof. Within one hundred eighty (180) days of the Effective Date of this Agreement, Purchaser shall obtain specific legal descriptions for both the Hotel Site and Primary Site, at which time this Agreement shall be amended to add said legal descriptions for the Hotel Site and Primary Site as Exhibit A-1 and Exhibits A-2 to this Agreement. The operating agreements for the Hotel Owner and the Primary Owner (the "**Operating Agreements**") shall provide (i) for Seller's limited partnership interests to generate a minimum of 8% internal rate of return (calculated from the Closing Date), (ii) for Seller's limited partnership interests to be subject to the same treatment as other limited partnership interests, provided that Seller shall not be obligated to make any additional capital contributions beyond Seller's initial $2,000,000.00 contribution, (iii) that Seller's limited partnership interests shall not be diluted in the event of a limited partner capital call, and (iv) that Purchaser shall be obligated to buy Seller's limited partnership interests for an amount equal to an 8% internal rate of return (calculated from the Closing Date) if a liquidation event has not occurred by the date which is five (5) years following the Closing Date, subject to any delay resulting from a Force Majeure Event. The form of the Operating Agreements shall be reasonably acceptable to Purchaser and Seller.

ARTICLE IV
DUE DILIGENCE INVESTIGATION

Section 4.01 Due Diligence Materials. Seller has delivered, or shall cause to be delivered, or made available, all to the extent in Seller's possession or control, materials relating to the Property's physical and environmental condition, and any other documents relating to the Property reasonably requested to date by Purchaser as set forth in the checklist attached hereto as Exhibit B (collectively, the "**Due Diligence Materials**"). Purchaser reserves the right to make additional requests of Due Diligence Materials up to FIVE (5) business days following the commencement of the Due Diligence Period.

Section 4.02 Due Diligence Period. Purchaser shall have a period of TWENTY (20) days following the full execution of this Agreement by both parties on February 21, 2025 (the "**Due Diligence Period**"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, geotechnical and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "**Inspections**"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and analysis of the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to

terminate this Agreement upon written notice to Seller delivered at any time prior to 11:59 p.m. Eastern on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 11:59 p.m. Eastern on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects to terminate this Agreement as provided in this Section 4.02, Seller shall return the Deposit to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed upon in writing or email by each party or each party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Purchaser as provided in this Agreement or by Purchaser or Purchaser's attorney by fax or by email to Seller and/or Seller's attorney.

Section 4.03 Purchaser's Access. At any time prior to the Closing, including the Due Diligence Period, and at all times, subject to Section 4.04, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "**Purchaser's Representatives**") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 4.04 Purchaser's Right to Inspect.

(a) In conducting the Inspections or otherwise accessing the Property, Purchaser shall at all times comply with all laws and regulations of all applicable governmental authorities In connection with such Inspections, neither Purchaser nor any of Purchaser's Representatives shall: (i) unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Property; or (ii) unreasonably interfere with the business of Seller (or any of its tenants) conducted at the Property or unreasonably disturb the use or occupancy of any occupant of the Property.

(b) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller at least TWO (2) Business Days' prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Seller shall allow the Purchaser's Representatives unlimited access to the Property and to other information pertaining thereto in the possession or within the control of Seller for the purpose of the Inspections.

Section 4.05 Seller Indemnification. Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's

Representatives' access to, or Inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from: (a) Seller's negligence or willful misconduct; and/or (b) any pre-existing, dangerous, illegal, or defective condition at the Property, except to the extent that such matters or conditions are aggravated by Purchaser's negligence or willful misconduct. The provisions of this Section 4.05 shall survive for a period of TWELVE (12) months following the Closing or earlier termination of this Agreement.

ARTICLE V
CLOSING

The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur through an escrow closing with Lippes Mathias LLP ("**Escrow Agent**") and shall occur on the date ("**Closing Date**") which is the earlier to occur of (i) the closing of loan financing ("**Hotel Financing**") with respect to that certain hotel to be developed in connection with respect to King's Landing Phase I Development, as contemplated in that certain MOU between Live Oak Contracting and Mainsail Lodging and Development dated January 8, 2025 ("**MOU**"), and (ii) July 15, 2026 (the "**Outside Closing Date**"). Notwithstanding the foregoing, Purchaser may extend the Outside Closing Date upon written notice to Seller in the event that the Hotel Financing is not complete on July 15, 2026, as a result of a Force Majeure Event, and in such event the Outside Closing Date shall be extended by the corresponding number of days during which said Force Majeure Event prevents Purchase from obtaining the Hotel Financing. Purchaser shall give written notice to Seller of any alleged delay in the completion of the Hotel Financing resulting from a Force Majeure Event within five (5) days after the commencement of the Force Majeure Event, which notice shall identify the nature and expected duration of the Force Majeure Event. In no event shall the Outside Closing Date be extended more than one hundred eighty (180) days as a result of a Force Majeure Event.

Section 5.01 Intentionally Omitted.

Section 5.02 Seller's Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to each of the Hotel Owner and the Primary Owner, as applicable, each the following documents executed, certified, and acknowledged by Seller, as appropriate:

(a) One (1) original special warranty deed (the "**Deed**") duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Hotel Site to the Hotel Owner and title to the Primary Site to the Primary Owner as required by this Agreement.

(b) Counterparts of any required transfer tax returns (the "**Transfer Tax Documents**"), or in each instance and if available, an electronic filing of such returns, together with the required payment of applicable transfer taxes, pursuant to the requirements of the applicable state and local taxing authorities.

(c) A bill of sale (the "**Bill of Sale**") executed by Seller, conveying to the Hotel Owner and the Primary Owner good and marketable title to the Personal Property as

described in the Bill of Sale, free and clear of all encumbrances and adverse claims, and payment of all sales taxes payable in connection with such conveyance of Personal Property.

(d) Assignment of the following, to the extent assignable: (i) all Construction and Management Agreements; (ii) all Assumed Permits and Licenses; (iii) all Plans and Surveys, (iv) the Municipal Agreement; and (v) any Reservation Agreements in effect at the Closing (collectively, the ("**Assignments**"). In conjunction with Seller's delivery of the Assignments, Seller shall also deliver to the Hotel Owner and the Primary Owner the corresponding originals or copies of the Construction and Management Agreements; Assumed Permits and Licenses; and Plans and Surveys being assigned from Seller to the Hotel Owner and the Primary Owner. Notwithstanding the foregoing, Purchaser shall be responsible for obtaining the necessary consents related to any assignment, however, Seller shall cooperate with Purchaser's efforts in obtaining such consents.

(e) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

(f) Originals, or copies certified by Seller as being complete, of all applicable outstanding bills, invoices, reservation deposit refunds, and other items that shall be paid by Seller on or before the Closing Date.

(g) A seller's affidavit in form reasonably acceptable to the Title Insurance Company.

(h) A resolution of the president of Seller authorizing the transactions contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(i) A written certificate stating that all representations and warranties contained in Section 7.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder

(j) Counterparts of closing statements jointly prepared by Seller and the Hotel Owner or the Primary Owner, as applicable, reflecting the prorations and adjustments required under Section 5.06 of this Agreement and the balance of the Purchase Price due Seller as allocated between the Hotel Site and the Primary Site as agreed upon by the parties.

(k) A certified current list of all reservation deposits, which reservation deposits shall be credited to the Primary Owner at the Closing, and current bank statement reflecting same; and Seller certification that all cancelled reservations have been refunded.

(l) An assignment and assumption of contracts, warranties, permits, and licenses executed by Seller and assigning all Seller's right, title, and interest in the Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties.

(m) A notice to each vendor under the Assumed Contracts, if any, if required by the terms of such Assumed Contracts.

(n) Evidence of termination of all Service Contracts, if any, except for the Assumed Contracts which the Hotel Owner or the Primary Owner, as applicable, has elected to assume pursuant to Section 8.03 hereof, together with proof of payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller resulting from the Service Contracts, the termination thereof and the release of the counterparties thereto.

(o) The Operating Agreements.

(p) Originals or, if originals are not in the possession or control of Seller, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control.

(q) All other documents necessary or otherwise reasonably required by the Escrow Agent and Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.03 Purchaser's Closing Deliverables. On the Closing Date, the Hotel Owner and the Primary Owner shall each deliver or cause to be delivered to Seller, each of the following documents, executed, certified, and acknowledged by the Hotel Owner and the Primary Owner, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 3.01(b), as adjusted for apportionments pursuant to Section 5.05 of this Agreement and as allocated between the Hotel Site and the Primary Site as agreed upon by the parties.

(b) The Hotel Owner and the Primary Owner shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 5.02 of this Agreement.

(c) Resolutions consistent with the Operating Agreements authorizing the transactions contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(d) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The Deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including

reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

(i) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement;

(ii) All Delinquent Property Taxes (as hereinafter defined) and associated expenses related thereto; and

(iii) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Purchaser shall pay:

(i) The costs charged by Purchaser's Title Insurance Company for the owner's policy; loan policy and all endorsements and the loan policy;

(ii) The costs related to the Survey and any other survey or survey update;

(iii) Any state/county/city/town transfer taxes and sales taxes payable in connection with the transaction contemplated by this Agreement

(iv) Escrow Agent's fees;

(v) Any other fees or costs incurred by Purchaser in connection with Purchaser's due diligence reviews or the transactions contemplated by this Agreement, including, without limitation, Purchaser's attorneys' fees; and

(vi) All costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.

Section 5.05 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes based on the fiscal year for which they are assessed and any assessments, provided, however, that if any such charges are payable by any tenant under a lease, such charges shall not be apportioned. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment shall be made when the actual tax amount is determined. If the Property shall be, or has been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then

a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller. Purchaser acknowledges that Seller has informed Purchaser that real estate taxes for the Property are delinquent ("**Delinquent Property Taxes**") and Purchaser agrees that, until the Closing, Seller shall not be obligated to pay such Delinquent Property Taxes or any other real estate taxes that become due and payable prior the Closing; provided, however, Seller shall remain solely liable for the payment of such Delinquent Property Taxes at Closing, including, but not limited, to any late fees, interest or other expenses due to such Delinquent Property Taxes being past due. Seller shall take any and all actions necessary to redeem, payoff or otherwise terminate any such tax certificate at or prior to Closing.

(b) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date; provided that Purchaser shall be responsible for all utility hook up charges and related administrative fees.

(c) Utilities, fuel, gas, and electric charges based on most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date; provided, however, that if any such charges are payable by any tenant under a lease, such charges shall not be apportioned.

(d) Administrative fees allowable by law on tenant security deposits.

(e) All other items customarily apportioned in connection with sales of property substantially similar to the Property in the State of Florida.

(f) Fees, charges, penalties, or costs assessed by any governmental organization.

Section 5.06 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks, provided, however, that such miscellaneous adjustments do not exceed ONE THOUSAND and 00/100 Dollars ($1,000.00). Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Section 5.06 shall survive the Closing.

ARTICLE VI
TITLE MATTERS AND REVIEW

Section 6.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, such title to the Property that Escrow Agent as authorized agent for Fidelity Title Insurance Company (the "**Title Insurance Company**") is willing to insure at regular rates, subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions; and

(b) Such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 6.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, windowsills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air-conditioners, and the like, if any, on, under, or above any street or highway, the Property, or any adjoining property.

(c) The state of facts shown on that certain ALTA/NSPS Land Title Survey made by EDC, Inc. dated February 27, 2020 ("**Survey**") and any additional state of facts a new or updated survey or personal inspection would show.

(d) Taxes and assessments for the year of Closing which are not yet due and payable.

(e) Easements and other matters of record approved or deemed approved by Purchaser.

Section 6.03 Title.

(a) Within TEN (10) Business Days following the execution of this Agreement: (i) Purchaser shall cause the Title Insurance Company to deliver to Purchaser a commitment for owner's policy of title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and (ii) Seller shall deliver to Purchaser a copy of the Survey, which Purchaser may cause to be updated at Purchaser's expense.

(b) Within FIFTEEN (15) days from Purchaser's receipt of the last of the Title Commitment and Survey, Purchaser shall review such items and deliver to Seller, in writing (the "**Title Objection Notice**"), such objections as Purchaser may have to anything

contained or set forth therein ("**Title Objections**"). Any items to which Purchaser does not object within the FIFTEEN (15) day review period shall be deemed to be approved by Purchaser and shall be part of the Permitted Exceptions as defined in Section 6.02 of this Agreement. Seller shall have TEN (10) days from Seller's receipt of the Title Objection Notice to provide written notice to Purchaser ("**Title Objection Response**") advising if Seller elects to: (i) attempt to cure certain Title Objections, whereupon Seller shall diligently take action to cure any such Title Objections identified by Seller in its notice to Purchaser within thirty (30) days, as may reasonably be extended by Seller to allow Seller to cure same (the "**Cure Period**"); or (ii) not cure some or all of the Title Objections. Seller shall use best efforts to eliminate any Title Objections it elects to attempt to cure pursuant to its Title Objection Response within the Cure Period. In the event Seller does not cure the Title Objections it elected to attempt to cure prior to the expiration of the Cure Period, or Seller elects not to cure some or all of the Title Objections as set forth in its Title Objection Response, Purchaser shall have the right to: (1) terminate this Agreement by written notice to Seller delivered within ten (10) days following the expiration of the Cure Period or Purchaser's receipt of Seller's Title Objection Response, as applicable, in which event Purchaser shall receive a refund of the Deposit and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (2) proceed to Closing hereunder with no reduction in the Purchase Price. All title exceptions which are approved or deemed approved by Purchaser shall constitute Permitted Exceptions for purposes hereof. Notwithstanding the foregoing: (A) subject to Sections 6.02(c) and 6.02(d) above, the standard preprinted exceptions set forth in the Title Commitment shall not constitute Permitted Exceptions for purposes hereof; and (B) all matters reflected on Schedule B-I of the Title Commitment shall be discharged and satisfied by Seller and/or Purchaser, as applicable, prior to Closing.

Section 6.04 Seller's Inability to Convey.

(a) Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any encumbrances which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the Effective Date (other than with the prior written approval of Purchaser, which approval shall not be withheld, conditioned, or delayed with respect to the granting of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, including the Delinquent Property Taxes, water rates, and sewer rents and taxes, in each case, which were caused by the actions or omissions of Seller and are due and payable but which remain unpaid and/or of record as of the Closing Date ("**Voluntary Liens**"). Seller may use Seller's proceeds from the Purchase Price to discharge and remove of record any Voluntary Liens on the Closing Date, and if Seller fails to discharge and remove of record any Voluntary Liens on or prior to the Closing Date, Purchaser shall be entitled to deduct from the Purchase Price such amounts as may

be required to satisfy and discharge the matters required to be satisfied and discharged by Seller pursuant to the preceding sentence.

(b) Notwithstanding anything in this Section 6.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder

Section 6.05 Violations. Purchaser agrees to purchase the Property subject to any and all notes or notices of violations of law or municipal ordinances, orders, designations, or requirements whatsoever noted in or issued by any federal, state, municipal, or other governmental department, agency, or bureau or any other governmental authority having jurisdiction over the Property (collectively, "**Violations**"), or any condition or state of repair or disrepair of the Property, whether or not noted, which, if noted, would result in a Violation being placed on the Property. Notwithstanding the foregoing, at Closing, Seller shall pay all fines and penalties assessed against the Property, if any.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(a) Seller is duly organized, validly existing, and in good standing under the laws of the State of FLORIDA and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate the entity documents of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the resolutions of the manager of Seller and the appropriate and necessary action has been taken by such manager on the part of Seller. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) To Seller's knowledge, neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or

registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(d) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(e) Except for what was disclosed in writing by Seller to Purchaser, there is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(f) Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "**Service Contracts**") which shall be binding upon the Purchaser after the Closing, other than the Assumed Contracts. Seller has performed all its obligations under each of the Service Contracts and to Seller's knowledge, no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. Seller has delivered to Purchaser true, correct, and complete copies of all Service Contracts.

(g) Seller has not received, except as disclosed in writing to Purchaser, notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

(h) Seller has delivered or made available to Purchaser complete copies of all the Due Diligence Materials to the extent in Seller's possession or under Seller's control with regard to the Property, and to Seller's knowledge there are no other documents or information included within the definition of Due Diligence Materials that have not been provided to the Purchaser. To Seller's knowledge, none of such Due Diligence Materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(i) To Seller's knowledge, the Hazardous Materials disclosed in the Due Diligence Materials have been properly remediated as evidenced by Seller's receipt of that certain Groundwater Monitoring Well Abandonment Report dated August 28, 2023, prepared by Andersen Andre Consulting Engineers, Inc. under File Number 22-156, a copy of which is which are attached hereto as Exhibit C, and Seller has not placed, installed or stored any Hazardous Materials at, on, in, or under the Property, and to Seller's knowledge no such Hazardous Materials are otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive

materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(j) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and shall not be rendered insolvent by the performance of its obligations under this Agreement.

(k) Intentionally omitted.

(l) Seller is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(m) The representations and warranties set forth in this Section 7.01 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. Subject to the terms and conditions of Article XI, the representations and warranties of Seller set forth in this Section 7.01 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

(n) Except for the lease for approximately 1,200 square feet of restaurant space at the Property to be granted to Indian River State College pursuant to Section 8.01(c) below, no person, party, entity, or otherwise currently possesses or has the option to possess a leasehold interest in the Property.

Section 7.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, is qualified to conduct business in the State of Florida, and has the requisite power and authority to enter into this

Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the operating agreement of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the resolutions of the manager of Purchaser and the appropriate and necessary action has been taken by such manager on the part of Purchaser. The individuals executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(d) Purchaser is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(f) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 7.02 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.03 Bring Down Certificate. Seller and Purchaser shall each deliver a bring down certificate reaffirming the accuracy and truthfulness of each of their representations and warranties in Section 7.01 and 7.02 (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the

Closing and the delivery of the Deed at Closing in accordance with the terms and conditions of this Agreement.

ARTICLE VIII
SELLER'S COVENANTS

Section 8.01 Leases. During the period from the Effective Date until the Closing Date, Seller shall not:

(a) Without Purchaser's consent, enter into any agreements ("**Reservation Agreements**") providing for new reservation deposits, or submit or consider any proposal for a new reservation deposit. Purchaser agrees to honor all reservations and Reservation Agreements, that have not otherwise cancelled, which exist as of the Closing.

(b) Enter into any new agreements with any brokers in connection with any prospective buyers for new reservation deposits from the date of this Agreement through the Closing Date, or earlier termination of this Agreement, without Purchaser's consent and Purchaser shall assume at the Closing all obligations under such agreements. There shall be no apportionment between Seller and Purchaser of any commission payments arising under such agreements and originating from prospective tenants who after the Closing Date become tenants of the Property. Purchaser shall pay all commissions and other financial obligations with respect to leases executed after the execution of this Agreement.

(c) Purchaser acknowledges that Seller is obligated to donate approximately 1,200 square feet of restaurant space at the Property to Indian River State College pursuant to the material lease terms attached hereto as Exhibit D. Purchaser acknowledges that the terms set forth in Exhibit D remain subject to the reasonable approval of Indian River State College; provided, however, the only obligations in the lease that Purchaser shall be required to donate to Indian River State College are: (i) the Base Rent of $42,000.00 annually; and (ii) the one time Tenant Improvement Allowance of $42,000.00, and Indian River State College shall be solely liable for all other costs and expenses related to the construction, occupancy and use of the donated restaurant space throughout the term of the lease. At Closing, Seller and Purchaser shall execute and record in the public records a memorandum of agreement pursuant to which Purchaser shall agree to grant such lease, and Purchaser shall indemnify, defend, and hold the Seller harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with any failure by Purchaser to grant such lease. The foregoing indemnification shall survive the Closing.

Section 8.02 Maintenance and Repairs. During the period from the Effective Date until the Closing Date, Seller shall cause the Property, and the Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business. Seller shall not cause or make any new improvements, alterations, or demolition to the Property.

Section 8.03 Service Contracts. Following the Effective Date, Seller shall not enter into any new Service Contract which is not terminable on thirty (30) days prior notice without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. Purchaser shall identify all Service Contracts to be terminated at or prior to the Closing within THIRTY (30) days after the Effective Date, and Seller shall, at its sole cost and expense, terminate the Service Contracts so identified. Purchaser shall assume all other Service Contracts (including any new Service Contracts entered into by Seller in accordance with this Section 8.03) (the "**Assumed Contracts**"). Notwithstanding the foregoing Seller shall terminate the Management Agreement and any leasing broker listing agreements for the Property effective as of the Closing.

Section 8.04 Municipal Agreement. Purchaser acknowledges that Seller, the City of Fort Pierce (the "**City**"), and the Fort Pierce Redevelopment Agency ("**FPRA**") are parties to that certain 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, as amended by that certain First Amendment to Amended and Restated Agreement for Development of King's Landing dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County, and as amended by that certain Second Amendment to Amended and Restated Agreement for Development of King's Landing dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (collectively, as amended, the "**Municipal Agreement**"). Purchaser and Seller agree that this Agreement shall not become effective until Seller, the City, and FPRA have executed a third amendment to the Municipal Agreement (the "**Third Amendment**") approving this Agreement, and that the effective date of this Agreement shall be the date on which the Third Amendment is fully executed, delivered by the parties to it, and recorded in the public records of St. Lucie County, Florida ("**Effective Date**"). Purchaser and Seller also agree that this Agreement shall be subject to the applicable terms and conditions set forth in the Municipal Agreement, and that the Land will be conveyed at Closing subject to the Municipal Agreement. Seller will use commercially reasonable efforts to cause City and FPRA to acknowledge in the Third Amendment the delivery of items under the Municipal Agreement by Purchaser on behalf of Seller. If the Third Amendment is not executed on or before THIRTY (30) days from the full execution of this Agreement, then this Agreement shall terminate and be of no further force and effect. From and after the Effective Date, Purchaser shall comply with and perform the Seller's obligations under the Municipal Agreement, and Purchaser agrees that any failure to perform the Seller's obligations under the Municipal Agreement shall be a default under this Agreement. Purchaser shall also indemnify, defend, and hold the Seller harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with any failure by Purchaser to perform such obligations under the Municipal Agreement, and the foregoing indemnification shall survive the Closing or any earlier termination of this Agreement. Purchaser shall submit the Site Plan to the City for approval by no later than May 31, 2025.

ARTICLE IX
RISK OF LOSS

Section 9.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 9.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 9.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 9.02 Major Taking or Casualty. If prior to the Closing Date any portion of the Property shall be: (a) taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property; or (b) damaged or destroyed by fire or other casualty and the cost of repair exceeds ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00), then Purchaser may terminate this Agreement by giving Seller written notice thereof ("**Purchaser's Termination Notice**") FIFTEEN (15) days from the date Purchaser receives written notice of any such taking, fire, or other casualty. Upon receipt of Purchaser's Termination Notice, Seller shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

ARTICLE X
NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 10.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 10.02, by one of the following methods:

(a) Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) Overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the U.S. Postal Service; or

(d) Electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 p.m. Eastern on a Business Day.

Section 10.02 Parties' Addresses.

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson
Email: dale@audubondevelopment.com

With a copy to:

Jones Foster P.A.
350 Royal Palm Way, Suite 406
Palm Beach,. FL 33480
Attention: Ben Alexander
Email: balexander@jonesfoster.com

If to Purchaser:

Name: LIVE OAK HOLDINGS GROUP, LLC
Address: 100 N Laura Street, Suite 900, Jacksonville,
Fl 32202
Telephone:904-497-1500
Attention: Paul Bertozzi
Email:paulb@liveoakcontracting.com

With a copy to:

Name: Lippes Mathias, LLP
Address: 10151 Deerwood Park Blvd

Building 300, Suite 300

Jacksonville, Fl 32256
Telephone:904-660-0020
Attention: Christopher Walker
Email:cwalker@lippes.com
Facsimile:

If to Escrow Agent:

Name: Lippes Mathias, LLP
Address: 10151 Deerwood Park Blvd

Building 300, Suite 300
Jacksonville, Fl 32256
Attention: Christopher Walker
Email: cwalker@lippes.com
Facsimile:

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE XI
REMEDIES

Section 11.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, and any interest earned thereon, as liquidated damages for Purchaser's Default, upon which this Agreement shall be terminated, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "**Seller Default**"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Seller shall return the Deposit to

Purchaser whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within THIRTY (30) days after such default. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (x) have the right to receive a return of the Deposit; and (y) be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "**Purchaser's Costs**" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser from and after the Effective Date for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees; provided, however that in no event shall the Purchaser's Costs exceed FIVE HUNDRED THOUSAND and 00/100 Dollars ($500,000.00).

(c) Upon the release of the Deposit to Purchaser (if applicable) and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE XII
INTENTIONALLY OMITTED

ARTICLE XIII
CONFIDENTIALITY AND PRESS RELEASE

Section 13.01 Confidentiality. Each party covenants and agrees not to communicate: (a) the terms or any aspect of this Agreement and the transactions contemplated hereby; and (b) the content of any and all information in respect of the Property which is supplied by either party (collectively, the "**Confidential Information**") to any person or entity, without the express written consent of such party; provided, however, that a party may, without consent, disclose the Confidential Information: (i) to its respective advisors, consultants, attorneys, accountants, partners, investors, and lenders (the "**Transaction Parties**") without the express written consent of the disclosing party, so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; (ii) to the City, the FPRA, or otherwise as required to perform the obligations required by the Municipal Agreement, and (iii) if disclosure is required by law or by regulatory or judicial process or pursuant to any regulations promulgated by the New York Stock Exchange or other

public exchange for the sale and purchase of securities, provided that in such event the disclosing party shall notify the other party in writing of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, reasonably cooperating with the other party to obtain an appropriate order or other reliable assurance that confidential treatment shall be accorded such Confidential Information by such tribunal and shall disclose only that portion of the Confidential Information which it is legally required to disclose. The foregoing confidentiality obligations shall not apply to the extent that any such Confidential Information is a matter of public record or is provided in other sources readily available to the real estate industry other than as a result of disclosure by a party or its Transaction Parties. Each party shall indemnify, defend, and hold the other party harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with such party's obligations under this Section 13.01 and/or the disclosure of any Confidential Information by such party and/or by such party's Transaction Parties in violation of this Section 13.01.

Section 13.02 Return or Destruction of Confidential Information. As of the Closing Date or in the event of a termination of this Agreement, if applicable, such confidentiality shall be maintained by the parties and all Confidential Information in accordance with the written request of either party shall be either promptly: (a) returned to the disclosing party; or (b) destroyed by the nondisclosing party, with any such destruction confirmed in writing.

Section 13.03 No Press Release; Publicity. Prior to the Closing Date: (a) no press releases or public statements shall be issued or made by either Seller or Purchaser with respect to the transactions contemplated by this Agreement; and (b) Purchaser and Seller shall confer and agree on a press release to be issued jointly by Purchaser and Seller disclosing the transaction and the appropriate time for making such release. At no time, whether prior to or following the Closing Date, shall either Purchaser or Seller issue any press releases (or other public statements) with respect to the transactions contemplated in this Agreement which disclose the Purchase Price or contain any mention of the other Party to this Agreement without the approval of such other Party, which approval may be withheld in such other Party's sole and absolute discretion.

Section 13.04 Survival. The provisions of this Article shall survive the Closing or earlier termination of this Agreement.

ARTICLE XIV
BROKERS

Section 14.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about this transaction.

Section 14.02 Survival. The provisions of this Article XIV shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida

Section 15.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 15.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 15.04 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Florida.

Section 15.05 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 15.06 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property, without the prior written consent of Seller, to: (i) an affiliate or related entity of Purchaser under the majority ownership and control of the principals of Purchaser; (ii) Hotel Owner; or (iii) Primary Owner; provided, however, that any assignee shall assume all Purchaser's obligations hereunder and succeed to all Purchaser's rights and remedies hereunder, written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing, and Purchaser shall be released from its obligations under this Agreement, specifically excluding any of Purchaser's indemnification obligations and its obligations as to the Municipal Agreement with the City under this Agreement, for which Purchaser shall remain obligated.

Section 15.07 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this

Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 15.08 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 15.09 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 15.10 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 15.11 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 15.12 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 15.13 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 15.14 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 p.m. Eastern on such date, provided that such action must be completed by 4:00 p.m.

Eastern with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 15.15 Force Majeure Event. Is hereby defined as any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire, flood, tornado, hurricane earthquake or other casualty, pandemic, and other causes beyond the reasonable control of the party obligated to perform under this Agreement (collectively, a "**Force Majeure Event**"). Except as otherwise set forth herein, a Force Majeure Event shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure Event. In the event a Force Majeure Event prevents performance by a party, such party shall give written notice to the other party within five (5) days after the commencement of the Force Majeure Event, which notice shall identify the nature and expected duration of the Force Majeure Event.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company

By: _____
Name: Paul Scotozzi
Title: President

SELLER:

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: Dale Matteson
Name: Dale Matteson
Title: President and CEO

Exhibit A

Legal Description

PARCEL A:

Being a parcel of land lying in Block "A", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189 of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said AARON LEE'S MAP OF FORT PIERCE and being a 50.00-foot-wide Public Right-of-Way), a distance of 254.00 feet to the Southwest corner of Lot 2 of said Map of Fort Pierce, said corner being the POINT OF BEGINNING; thence North 18°44'11" West, along the West line of Lots 2 and 1 and East Right-of-Way line of said 2nd Street a distance of 69.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said bulkhead the following (5) courses and distances: North 56°42'22" East, a distance of 44.68 feet; thence North 65° 10'23" East, a distance of 179.28 feet; thence North 74 04'13" East, a distance of 71.16 feet; thence North 63 51'02" East, a distance of 224.31 feet; thence North 61 33'56 East, a distance of 29.63 feet to a point on the Westerly Right-of-Way line of Indian River Drive (s variable width Right-of-Way), as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960; thence South 18 43'54" East, along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 71 18'49" West, along said Easterly prolongation, and the South line of Lot 3, and 2, a distance of 457.21 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL B (NORTH):

Being a parcel of land lying in Block "A" and a portion of Lot 1, Block "B", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said and being a 60.00-foot-wide Public Right-of-Way), a distance of 323.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence continue North 32°17'09" West, a distance of 44.51 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead, said point being the POINT OF BEGINNING; thence North 32°17'09" West, departing said Creek, and along said East Right-of-Way line , a distance of 53.76 feet to a point on the West line of Lot 1, Block "B"; thence North 18°44'11" West, a distance of 67.04 feet to the Northwest corner of said Lot 1, and a point on the South Right-of-Way line of Avenue C (formerly known as Seminole Avenue as shown on said AARON LEE'S MAP OF FORT PIERCE); thence North 71°02'48" East, departing said Northwest corner and along said South Right-of-Way line, a distance of 304.27 feet to the West line of the East 92.7 feet of Lot 1 of Block "A" of said AARON LEE'S MAP OF FORT PIERCE; thence South 18°43'54" East, a distance of 103.40 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said concrete bulkhead the following (4) courses and distances: South 74°39'15" West, a distance of 51.85 feet; thence South 65°37'46" West, a distance of 181.91 feet; thence South 70°48'08" West, a distance of 53.29 feet; thence South 53°00'56" West, a distance of 5.89 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL C (WEST):

A parcel of land being Lots 5 and 6 of Block "E", portions of Lots 7 and 8 of Block "E", a portion of Avenue "B: as shown on AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, together with Lot 1 and the West 3.50 feet of Lot 2 of the New Subdivision Block E of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 192 of the Public Records of St.

Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed South 71°18'49" West, along the Easterly prolongation of the South line of Block "E" and along said South line, a distance of 310.00 feet to the POINT OF BEGINNING: thence continue along said South Block line South 71°25'01" West, a distance of 8.93 feet to a point on the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; thence North 18°21'33" West, along said Easterly Right-of-Way line, a distance of 400.00 feet (to) a point on the North line of Lot 7, said Block "E", said North line also being the South Right-of-Way line of Avenue "B", being formerly known as Tropical Avenue as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE (a 65.00-foot-wide Right-of-Way); thence South 71°18'49" West, a distance of 42.46 feet; thence North 18°49'01" West, a distance of 65.00 feet; thence North 71°18'49"East, a distance of 40.00 feet; thence North 18°49'01" West, a distance of 72.51 feet to a point on the South Top of Bank of Moore's Creek; thence along said South Top of Bank the following (4) courses and distances; North 49°57'34" East, a distance of 64.50 feet; thence North 33°59'38" East , a distance of 70.44 feet; thence North 31°08'29" East, a distance of 82.06 feet; thence North 0°15'54" East, a distance of 14.97 feet to a point on the Westerly Right-of-Way line of the adjusted 2nd Street (a 60.00 -foot-wide Public Right-of-Way); thence South 32°17'09" East, along said Westerly Right-of-Way line, a distance of 320.88 feet to a point on the Westerly Right-of-Way line of 2nd Street as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE; thence South 18°44'11" East, along said Westerly Right-of-Way line, a distance of 8.92 feet to a point on the Southerly line of Lot 1, said Block "E"; thence South 71°18'49" West, along said Southerly line, a distance of 146.50 feet to a point of intersection with a line lying and being 3.50 feet East of and parallel with the West line of Lot 2, said Block "E"; thence South 18°44'11" East, a distance of 50.00 feet to the South line of said Lot 2, said line also being the North line of Lot 3, said Block "E"; thence South 71°18'49" West, along said North Lot line, a distance of 3.50 feet to the West line of said Lot 3; thence South 18°44'11" East, along the West line of Lots 3 and 4 and the Southerly prolongation thereof, a distance of 115.00 feet to a point on a line lying and being 15.00 feet South of and parallel with the Northerly Right-of-Way line of Church Street, formerly know as Palm Terrace on the aforementioned AARON LEE'S MAP OF FORT PIERCE (a 50.00-foot-wide Right-of-Way); thence South 71°18'49" West, along said parallel line, a distance of 100.00 feet to a point of intersection with the Northerly prolongation of the West line of Lot 9, said Block "E"; thence South 18°44'11" East, along said prolongated line and West line of Lot 9 a distance of 185.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Lots 1 through 10, King's Lane (Private Access Tract), and Drainage Tract, Villas at Kings Landing, according to the plat thereof as recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Exhibit B

DUE DILIGENCE MATERIALS CHECKLIST

Seller shall provide responses and/or copies for all items listed herein below regarding the Property. Please note that in the event Seller does not have any information and/or documentation pertaining to any of the items listed below, please indicate same by stating "**None**" next to such items.

Real Property Considerations:

- Legal description of the Property owned by Seller – **See Exhibit A to this Agreement.**
- Existing title policies – **Owner's Title Policy delivered to the Buyer by email on February 19, 2025.**
- Existing surveys – **Survey (as defined in the Agreement) delivered to the Buyer by email on February 19, 2025.**
- Zoning approvals, variances or use permits – **None.**
- All notes, mortgages, deeds of trusts and other interests (other than the reservations discussed below) granted to third parties in respect to the Property – **None.**
- All unrecorded easements and rights of way owned or granted by Seller for the Property – **None.**
- Confirmation of public access to Property – **None.**
- All encroachments from or onto Seller's property, access restrictions, and violations of buildings set-back requirements – **See the Survey.**
- Description of all recent completed construction and construction in progress – **None.**
- Utilities access and metering (electric, cable, gas, water, sewer) – **None.**
- List of personal property included in the sale – **None.**

Contracts Agreements:

- New construction, improvements, repair and maintenance contracts – **None.**
- Service and maintenance agreements – **None.**
- Patent and copyright licensing agreements and the like – **None.**
- All agreements and instruments securing indebtedness, e.g., mortgages, installment sales contracts, notes, deeds of trust, security agreements, pledge agreements and guarantee agreements – **None.**
- Open purchase orders or other documents constituting agreements to purchase goods or services – **None.**
- Copies of all contracts currently in place – **None.**
- Master list of all existing reservations for the Property. – **Schedule of current reservations delivered to the Buyer by email on February 21, 2025.**

Environmental Considerations:

- All documents relating to the inspection of the Property for asbestos, PCB's and other environmental, health or other hazards and the abatement of any such hazards; including all documents related to any inspection of the water supplies to the Property or condition of drinking water to the Property – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**

- All documents relating to the Seller's compliance with, or potential, alleged or actual violation of, any state, federal, local or regional statute, code, regulation, ordinance, resolution, order, judgment or ruling or any common law doctrine pertaining to the disposal, release, movement, storage or handling of any hazardous substance and any petroleum product or any material regulated or controlled under any federal, state or local enactments addressing preservation of the environment – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**
- All Phase I and Phase II environmental reports – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**
- Infectious or hazardous waste disposal agreements – **None.**

Insurance Information:

- List and descriptions of pending or threatened insurance claims – **None.**
- List of all current outstanding claims, insurance coverage available and reserves established regarding same – **None.**

Litigation and Liabilities:

- Schedule of all existing and reasonably imminent or threatened judicial and arbitration proceedings (including, without limitation, tort, breach of contract, EEOC, workers' compensation, unemployment compensation claims, wage and hour complaints), identifying opposing parties, nature of claim, counsel for both sides, insurance coverage status and likely exposure. As to existing litigation, provide identification of counsel for each party, assessment of status, claim and defense prepared by Seller's counsel – **None.**
- Schedule of all known contingent liabilities – **None.**
- Schedule of all administrative proceedings (whether federal, state or local), pending or threatened – **None.**
- Schedule of all governmental investigations or inquiries, pending or threatened – **None.**
- Schedule of all labor disputes – **None.**
- Description of all agreements with collection agencies and similar organizations regarding current litigation, assignment and collection guidelines on accounts receivable – **None.**
- Description of any injunctions, court orders or consent decrees to which Seller is a party – **None.**

Regulatory:

- All business licenses or permits (including without limitation, operationally required licenses, limited sales tax permits, certificates of occupancy, pollution control permits, boiler permits, elevator permits, parking structure permits, etc.) – **None.**
- Building Code compliance – **None.**
- All correspondence and filings with federal, state, local and any other regulatory bodies or agencies – **All such correspondence in the Seller's possession was delivered to the Buyer by email on February 19, 2025.**
- Description of all multi-party contracts and agreements regarding pricing or delivery of services – **None.**

- Copies of all manuals, policies and similar information relating to compliance with regulatory requirements – **None.**

Miscellaneous:

- List of patents, trademarks, trade names, service marks, trade secrets, or copyright materials – **None.**
- Description of any construction projects – **None.**
- Evidence of planning and zoning approvals including licensing approvals received to date for any construction project – **None.**
- Architect, general contractor or other contracts relating to any construction project – **None.**

Exhibit C

Groundwater Monitoring Well Abandonment Report

[attached on the following pages]

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

August 28, 2023
File No. 22-156

Florida Department of Environmental Protection
Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406

Attention: Ms. Nikol Havranek

Subject: GROUNDWATER MONITORING WELL ABANDONMENT REPORT
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

Dear Ms. Havranek:

Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to submit this report which documents the abandonment of nine (9) groundwater monitoring wells at the above referenced project site. The scope of service was designed to fulfill the requirements that all groundwater monitoring wells must be properly abandoned as outlined in the Florida Department of Environmental Protection's (FDEP) "Site Rehabilitation Completion Order" letter dated August 4, 2023. A copy of this correspondence is attached hereto.

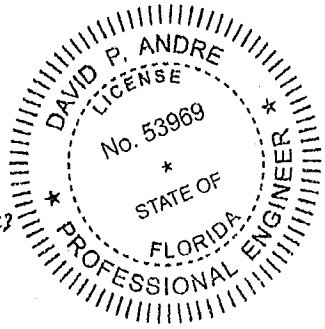
On August 15, 2023, an AACE representative was on-site to oversee the abandonment of the groundwater monitoring wells. The 2-inch diameter wells were originally installed to the depths indicated on the table below. The locations of the monitoring wells are shown on the attached Well Location Plan. The well abandonments were performed by Down the Hole Testing & Drilling, Inc. of Port St. Lucie, Florida, a licensed well contractor (License No. 11352). Each of the wells was filled with neat cement utilizing a tremie pipe in accordance with Florida Administrative Code 62-532.500(5), cut flush with the ground surface and covered with the surrounding soil. Copies of the well abandonment reports are attached hereto.

Well No.	Relative Top of Casing Elevation	Total Well Depth (Referenced from Ground Surface)
MW-1	11.97'	12'
MW-2	12.92'	12'
MW-3	12.84'	12'
MW-4	1289'	12'
MW-5	13.15'	12'
MW-6	12.30'	12'
MW-7	12.43'	12'
MW-8	12.00'	12'
MW-9	12.27'	12'

It has been a pleasure assisting you with this project. Should you have any questions regarding this report, or if we may be of any further assistance, please contact us.

Best regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

David P. Andre, P.E.
Principal Engineer
FL Reg. No. 53969
8/28/23



cc: Mr. Dale Matteson - Audubon Development
Mr. David Baggett, P.E. - EDC
Mr. Gregory Lewis - Conkling & Lewis

Attachments: FDEP Site Rehabilitation Completion Order (August 15, 2023)
Well Location Plan
Well Abandonment Reports

FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

August 4, 2023

VIA ELECTRONIC MAIL: ldobbins@deanmead.com

W. Lee Dobbins
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947

Subject: **Site Rehabilitation Completion Order (SRCO)**
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. Indian River Drive
Fort Pierce, St. Lucie County, Florida
Site ID: ERIC_6906 (formerly COM_82363); BF561101001

Dear Mr. Dobbins:

The Florida Department of Environmental Protection (Department), Southeast District, has reviewed the Natural Attenuation Monitoring Plan (NAMP) Year No. 1, Event No. 2 (Y1E2) dated July 20, 2023 (received July 21, 2023), prepared and submitted by Andersen Andre Consulting Engineers, Inc. (AACE) for the property referenced above. Maps showing the location of the Site and the former location of the "contaminated site" (i.e., contaminant plume) for which this Order is being issued are attached as Exhibit 1 and 2 and are incorporated by reference herein.

The contamination, which was reported via Phase I Environmental Site Assessment dated December 7, 2007, consisted of 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 subject site subsequently entered into a Brownfields Site Rehabilitation Agreement (BSRA) on November 29, 2012. The NFA Proposal 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 July 2023 NAM activities and other submitted documents, the Department has reasonable assurance that you have met the criteria in Chapter 62- 780, F.A.C. The submittals indicate that soil and groundwater contaminant concentrations are below the applicable Soil Cleanup Target Levels and Maximum Concentration Limits or Groundwater Cleanup Target Levels as adopted in

Chapter 62-777, F.A.C. (Effective date April 17, 2005.) Therefore, you have satisfied the site rehabilitation requirements for the above referenced contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached Exhibit 3, incorporated by reference herein, which includes information regarding the contaminants, affected media, and applicable cleanup target levels for the contaminated site that is the subject of this Order.

Failure to meet the following requirement will result in the revocation of this Order:

(a) You are required to properly plug and abandon all monitoring wells, injection wells, extraction wells, and sparge wells, unless these wells are otherwise required for compliance with a local ordinance or another cleanup, within 60 days of receipt of this Order. The wells must be plugged and abandoned in accordance with the requirements of Rule 62-532.500(5), F.A.C. A Well Plugging Report shall be submitted within 30 days of well plugging.

Further, in accordance with Section 376.30701(4), Florida Statutes (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;

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the addressee of this order at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the addressee of this order must be filed within **21** days of receipt of this written notice. Petitions filed by any persons other than the addressee of this order must be filed within **21** days of publication of the notice or within **21** days of receipt of the written notice, whichever occurs first.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an

administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (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 must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Questions

Any questions regarding the Department's review of the Natural Attenuation Monitoring Plan (NAMP) Year No. 1, Event No. 2 (Y1E2) and No Further Action (NFA) Proposal, dated July 20, 2023, should be directed to Nikol Havranek at (561) 681-6656 or by email at Nikol.Havranek@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.

EXECUTION AND CLERKING
Executed in West Palm Beach, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Norva Blandin, MSEM
Program Administrator
Permitting & Waste Cleanup Program
Southeast District

Enc:
Exhibit 1: Site Map

Exhibit 2: Monitoring Well Location Map
Exhibit 3: Summary of Groundwater Data

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

cc: David P. Andre, P.E., dandre@aaceinc.com
G. Lewis, glewis@conklingandlewis.com
Kenny Lewis, KLewis@conklingandlewis.com
Dale Matteson, Audubon Development, dale@audubondevelopment.com
David Baggett, EDC, Inc., davidbaggett@edc-inc.com
Brad Currie, EDC, Inc., bradcurrie@edc-inc.com
Nick Mimms, City of Fort Pierce, nmimms@cityoffortpierce.com
Shyanne Helms, City of Fort Pierce, shelms@cityoffortpierce.com
Jesse Markle, SFWMD, jmarkle@sfwmd.gov
Gary Priest, SFWMD, gpriest@sfwmd.gov
Kelly Crain, FDEP, Kelly.crain@floridadep.gov
Indarjit Jagnarine, FDEP, indarjit.jagnarine@floridadep.gov
Leah J. Smith, FDEP, leah.j.smith@floridadep.gov
Norva Blandin, FDEP-SED, norva.blandin@floridadep.gov
Nikol Havranek, FDEP, Nikol.Havranek@FloridaDEP.gov

FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Vanessa Osborne
Clerk

08/04/2023
Date

EXHIBIT 1



N
W E
S
N.T.S.

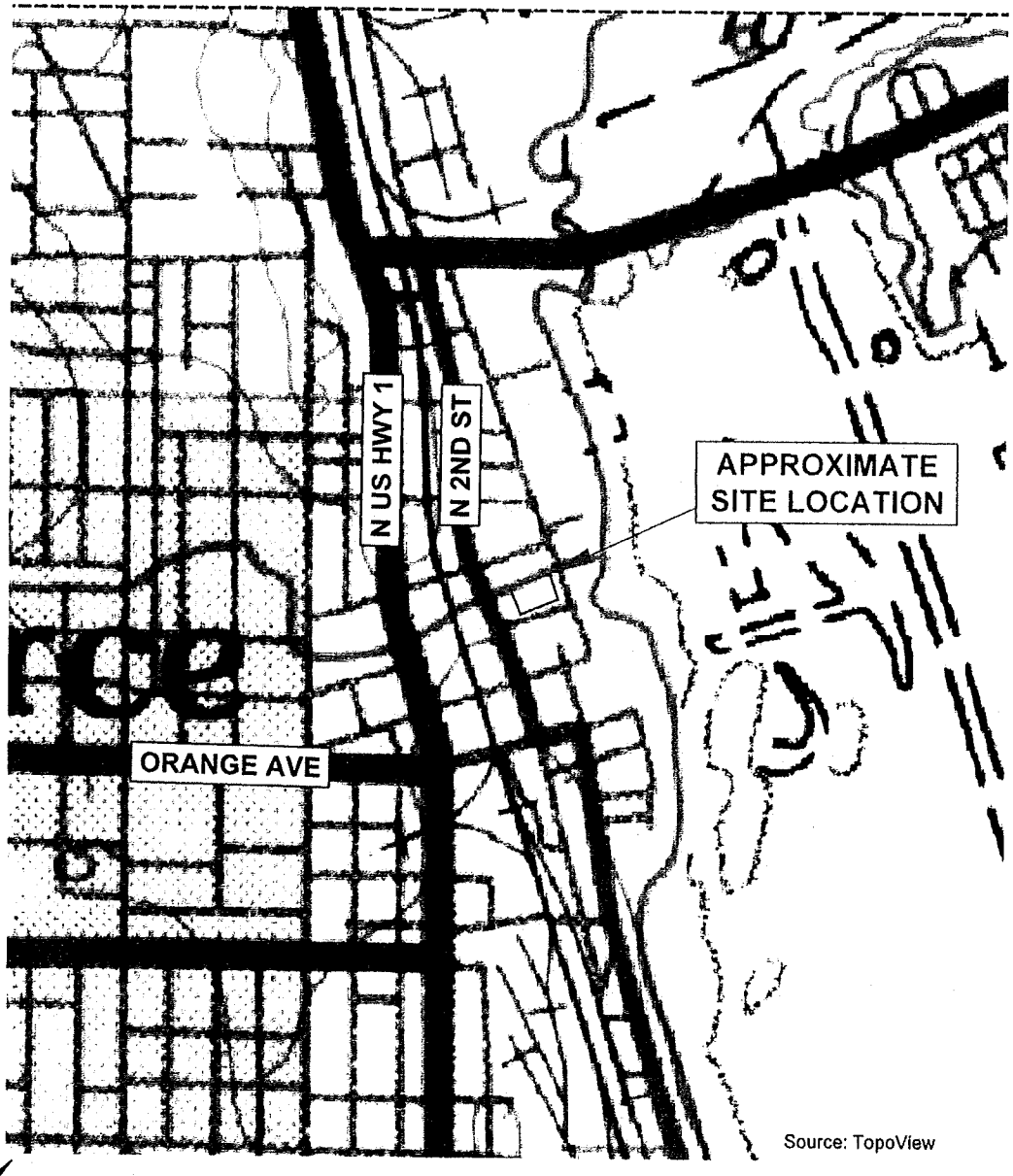
...within
Section 10, Township 35 South, Range 40 East

AACE

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SITE LOCATION MAP	Drawn by: CHA	Date: July 2023
NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Checked by: DPA	Date: July 2023
	AACE File No: 22-156	**Figure No. 1**



N
W E
S
N.T.S.

1986 USGS Quadrangle Map of "Fort Pierce, Florida"

...within
Section 10, Township 35 South, Range 40 East

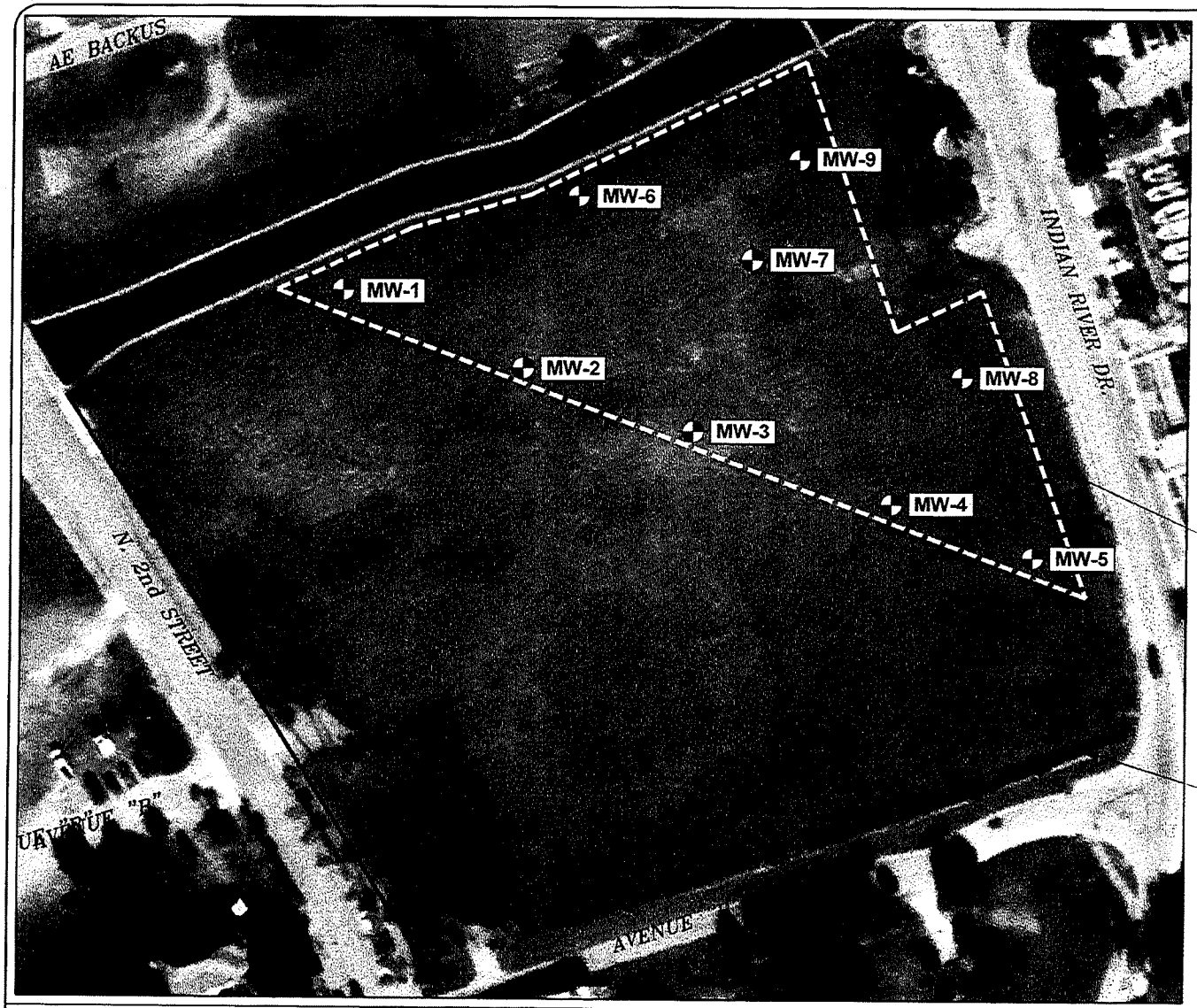
AACE

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

USGS TOPOGRAPHIC MAP NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Drawn by: CHA	Date: July 2023
	Checked by: DPA	Date: July 2023
	AACE File No: 22-156	**Figure No. 2**

EXHIBIT 2



N

W E

S

APPROXIMATE SCALE [11x17]: 1"=60'

30 60 120

FEET

...within
Section 31, Township 46 South, Range 42 East

LEGEND

MW-# Approximate Monitoring Well Location

GROUNDWATER RESTRICTED AREA

SUBJECT PROPERTY BOUNDARY

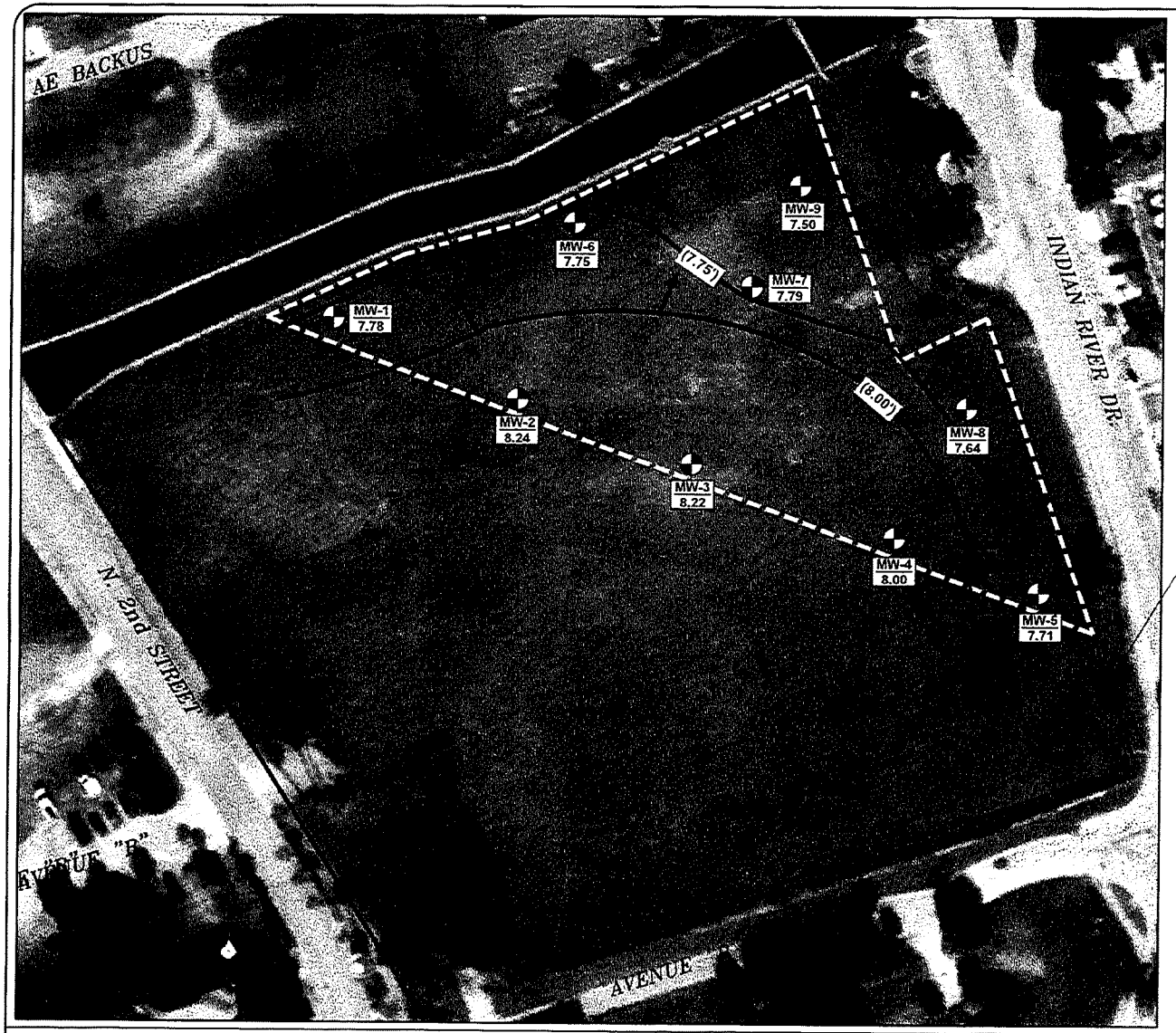
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

MONITORING WELL LOCATION PLAN

NATURAL ATTENUATION MONITORING PLAN, EVENT #2
KING'S LANDING (FKA KING POWER PLANT)
301 N INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
SITE I.D. : ERIC_6906, COM_8363

Drawn by: CHA	Date: July 2023
Checked by: DPA	Date: July 2023
AACE File No: 22-156	**Figure No. 3**



LEGEND

- MW-# / 7.78 — Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)
- B.M. = 10.00 — Assumed Benchmark Elevation (Paint Mark on Concrete Bulkhead Pile Cap)
- (7.75') — Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)
- Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)

SUBJECT PROPERTY BOUNDARY

N
W E
S

APPROXIMATE SCALE [11x17]: 1"=60'
30 60 120
FEET

...within
Section 31, Township 46 South, Range 42 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEInc.com

GROUNDWATER CONTOUR MAP (7/5/23)

NATURAL ATTENUATION MONITORING PLAN, EVENT #2
KING'S LANDING (FKA KING POWER PLANT)
301 N INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
SITE I.D. : ERIC_6906, COM_8363

Drawn by: CHA	Date: July 2023
Checked by: DPA	Date: July 2023
AACE File No: 22-156	**Figure No. 4**

EXHIBIT 3

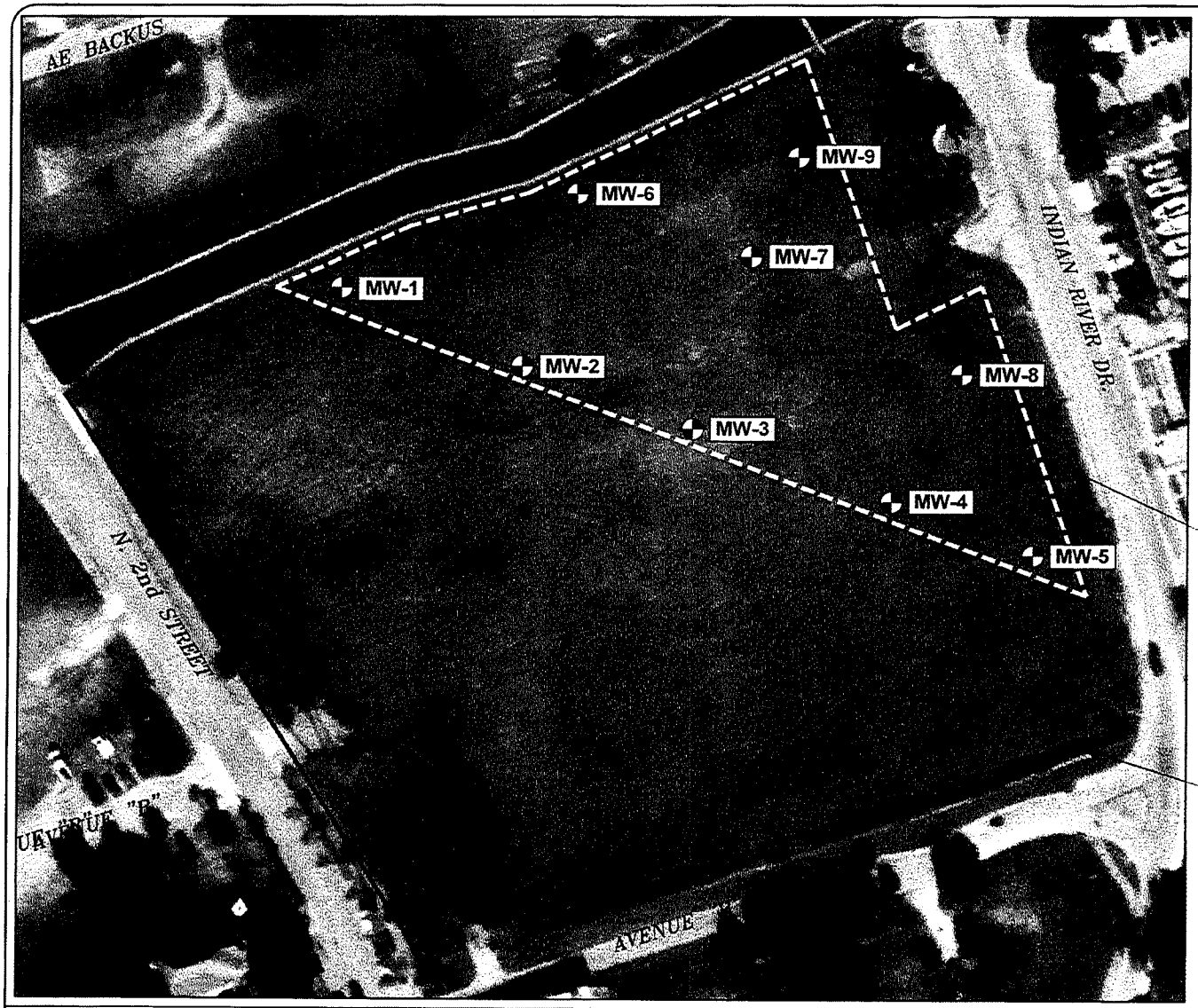
Table 1: July 5, 2023 Groundwater Levels

Piezometer No.	Relative Top of Casing Elevation	Total Depth (Referenced from Ground Surface)	Depth to Groundwater (Referenced from Ground Surface)	Relative Water Table Elevation
MW-1	11.97'	12'	4.45'	7.52'
MW-2	12.92'	12'	4.43'	8.49'
MW-3	12.84'	12'	4.33'	8.51'
MW-4	12.89'	12'	4.67'	8.22'
MW-5	13.15'	12'	5.35'	7.80'
MW-6	12.30'	12'	4.61'	7.69'
MW-7	12.43'	12'	4.61'	7.82'
MW-8	12.00'	12'	4.20'	7.80'
MW-9	12.27'	12'	4.82'	7.45'

Table 2: Summary of Groundwater Analytical Test Results (July 5, 2023)

Monitoring Well I.D.	Parameter Detected (µg/L)		
	Fluorene	Naphthalene	Vanadium
MW-1	0.023 U	0.046 U	**37**
MW-2	0.023 U	0.046 U	**48**
MW-3	0.023 U	0.046 U	**32**
MW-4	0.023 U	0.046 U	**9.7**
MW-5	0.023 U	0.046 U	**270**
MW-6	**0.033i** [1]	0.046 U	**24**
MW-7	0.023 U	**2.00**	**9.9**
MW-8	0.023 U	0.046 U	**12**
MW-9	0.023 U	0.046 U	**1.8i**
GCTL[2]	**280**	**14**	**49**
NADS[3]	**2800**	**140**	**NA**

Notes:
All concentrations reported in micrograms per liter (µg/L) unless otherwise indicated
[1]"i" Annotation - A value flagged with an "i" flag indicates that the reported value is between the laboratory method detection limit and the practical quantitation limit.
[2]Groundwater Cleanup Target Level as per Chapter 62-777, F.A.C.
[3]Natural Attenuation Default Source Concentrations per Table V Chapter 62-777, F.A.C.



N

W E

S

APPROXIMATE SCALE [11x17]: 1"=60'

30 60 120

FEET

...within
Section 31, Township 46 South, Range 42 East

LEGEND

MW-# Approximate Monitoring Well Location

FORMER GROUNDWATER RESTRICTED AREA

SUBJECT PROPERTY BOUNDARY

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com	MONITORING WELL LOCATION PLAN	REPORT OF WELL ABANDONMENT KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Drawn by: CHA	Date: AUG 2023
			Checked by: DPA	Date: AUG 2023
			AACE File No: 22-156	**Figure No. 1**

STATE OF FLORIDA WELL COMPLETION REPORT

Date Stamp

Official Use Only

☐ Southwest
☐ Northwest
☐ St. Johns River
☒ South Florida
☐ Suwannee River
☐ DEP
☐ Delegated Authority (If Applicable) _____

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

1. *Permit Number 59-34847 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2. *Number of permitted wells constructed, repaired, or abandoned 3 *Number of permitted wells not constructed, repaired, or abandoned 0

3. *Owner's Name Audubon Development Inc 4. *Completion Date 08/15/23 5. Florida Unique ID _____

6. 301 N. Indian River Drive Ft Pierce, Fl 34950
*Well Location - Address, Road Name or Number, City, ZIP

7. *County St Lucie *Section 10 Land Grant _____ *Township 35S *Range 40E

8. Latitude _____ Longitude _____

9. Data Obtained From: ____GPS ____Map ____Survey Datum: ____NAD 27 ____NAD 83 ____WGS 84

10. *Type of Work: ____Construction ____Repair ____Modification ✓ Abandonment

11. *Specify Intended Use(s) of Well(s):
____Domestic
____Bottled Water Supply
____Public Water Supply (Limited Use/DOH)
____Public Water Supply (Community or Non-Community/DEP)
____Class I Injection
____Landscape Irrigation
____Recreation Area Irrigation
____Agricultural Irrigation
____Livestock
____Nursery Irrigation
____Commercial/Industrial
____Golf Course Irrigation
____Site Investigation
✓ Monitoring
____Test
____Earth-Coupled Geothermal
____HVAC Supply
____HVAC Return
Class V Injection: ____Recharge ____Commercial/Industrial Disposal ____Aquifer Storage and Recovery ____Drainage
Remediation: ____Recovery ____Air Sparge ____Other (Describe) _____
____Other (Describe) _____

12. *Drill Method: ____Auger ____Cable Tool ____Rotary ____Combination (Two or More Methods) ____Jetted ____Sonic
____Horizontal Drilling ____Hydraulic Point (Direct Push) ✓ Other plugged by approved

13. *Measured Static Water Level 7 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14. *Measuring Point (Describe) Top Of Well Which is 3 ft. ✓ Above ____Below Land Surface *Flowing: ____Yes ✓ No

15. *Casing Material: ____Black Steel ____Galvanized ✓ PVC ____Stainless Steel ____Not Cased ____Other _____

16. *Total Well Depth 15 ft. Cased Depth 5 ft. *Open Hole: From — To — ft. *Screen: From 5 To 15 ft. Slot Size .010

17. *Abandonment: ✓ Other (Explain) No Longer needed
From 0 ft. To 1 ft. No. of Bags 1/2 Seal Material (Check One): ✓ Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

18. *Surface Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

19. *Primary Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

20. *Liner Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

21. *Telescope Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

22. Pump Type (If Known):
____Centrifugal ____Jet ____Submersible ____Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ ft. Intake Depth _____ ft.

23. Chemical Analysis (When Required):
Iron _____ ppm Sulfate _____ ppm Chloride _____ ppm
_____ Laboratory Test _____ Field Test Kit

24. Water Well Contractor:

*Contractor Name James Paul Tyson *License Number 11352 E-mail Address downthehole@att.net

*Contractor's Signature _____ (I certify that the information provided in this report is accurate and true.) *Driller's Name (Print or Type) James Paul Tyson

*Permit No. 59-34847

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

***DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From	0	ft.	To	15	ft.	Color	Brown	Grain Size (F, M, C)	M	Material	Sand
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	

Comments: See Site Plan

***Detailed Site Map of Well Location**

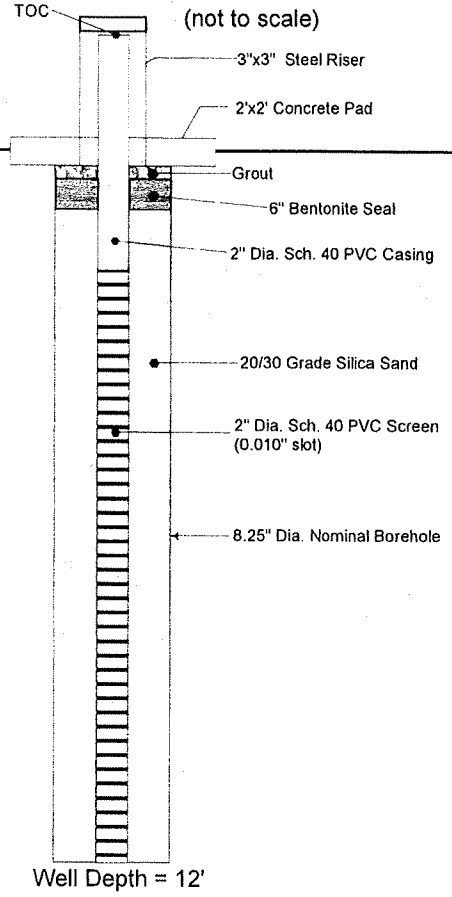


Monitor Well No. MW-1 Through MW-9

PROJECT:	Kings Landing	**DRILL METHOD:**	Hollow-Stem	**TOC ELEV:**	N/A
LOGGED BY:	DPA	**SAMPLE TYPE:**	Grab	**FDEP FAC ID#:**	
DRILLER:	DTH	**HOLE DIA:**	8.25"	**STICK -UP:**	Approx. 3'
DATE INSTALLED:	3/16/2023	**STATIC W.L:**	4'-6' varies	**SURVEYOR:**	N/A

DESCRIPTION	USSC CLASS	DEPTH	SAMPLE	BLOWS/FT.
Brown fine sand with traces of concrete debris	SP	0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20		

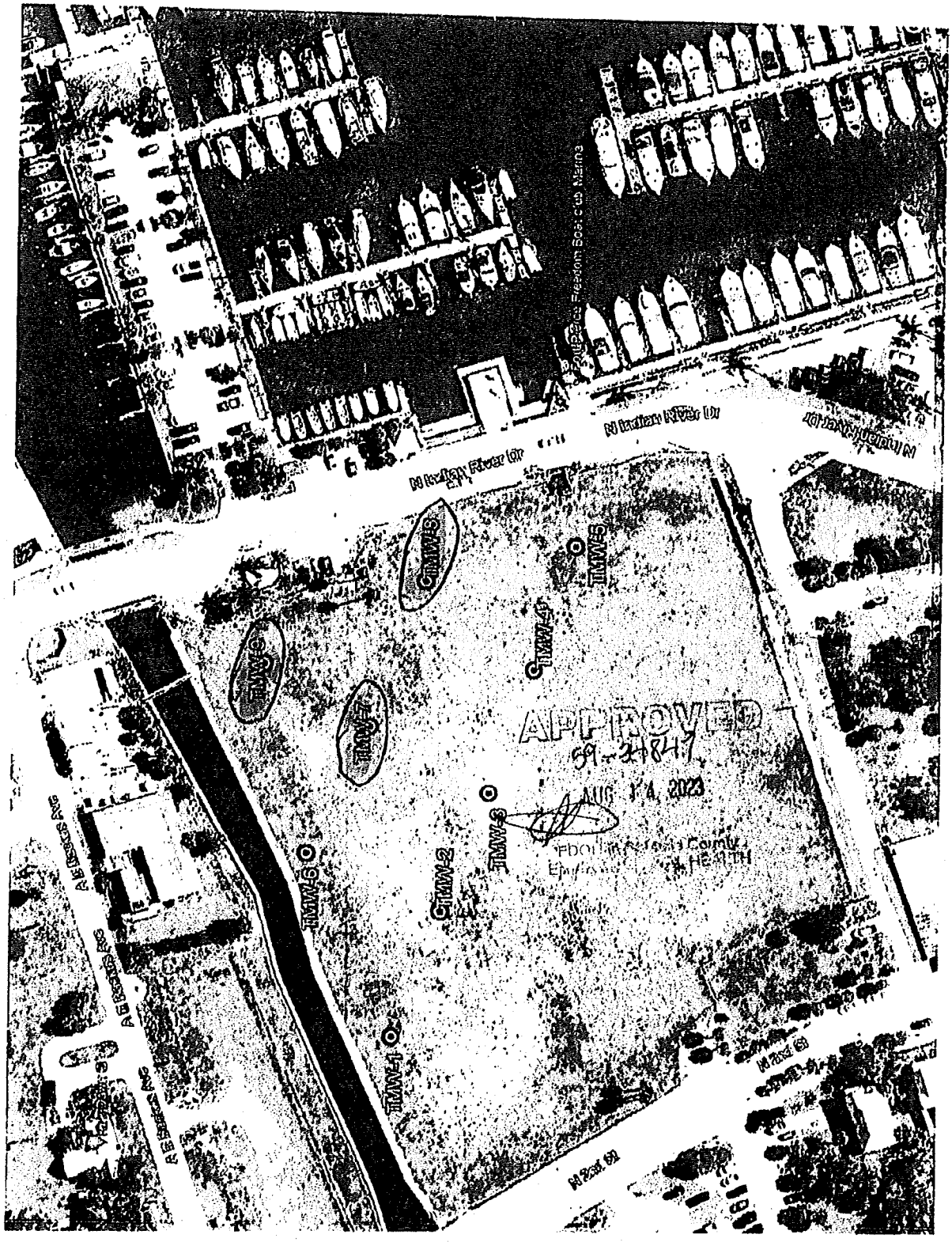
WELL CONSTRUCTION DETAIL
(not to scale)



AACE
Andersen Andre
Consulting Engineers, Inc.
772-807-9191 www.aaceinc.com

Notes:

File No. 22-156


N Indian River Dr
TMW-1
TMW-2
TMW-3
TMW-4
TMW-5
TMW-6
TMW-7
TMW-8
TMW-9
APPROVED
59-21847
AUG 14 2023

STATE OF FLORIDA WELL COMPLETION REPORT

Date Stamp

Official Use Only

☐ Southwest
☐ Northwest
☐ St. Johns River
☒ South Florida
☐ Suwannee River
☐ DEP
☐ Delegated Authority (If Applicable) _____

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

1. *Permit Number 59-34848 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2. *Number of permitted wells constructed, repaired, or abandoned 6 *Number of permitted wells not constructed, repaired, or abandoned 0

3. *Owner's Name Audubon Development Inc 4. *Completion Date 08/15/23 5. Florida Unique ID _____

6. 301 N. Indian River Drive Ft Pierce, Fl 34950
*Well Location - Address, Road Name or Number, City, ZIP

7. *County St Lucie *Section 10 Land Grant _____ *Township 35S *Range 40E

8. Latitude _____ Longitude _____

9. Data Obtained From: ____GPS ____Map ____Survey Datum: ____NAD 27 ____NAD 83 ____WGS 84

10. *Type of Work: ____Construction ____Repair ____Modification ✓ Abandonment

11. *Specify Intended Use(s) of Well(s):
____Domestic
____Bottled Water Supply
____Public Water Supply (Limited Use/DOH)
____Public Water Supply (Community or Non-Community/DEP)
____Class I Injection
____Landscape Irrigation
____Recreation Area Irrigation
____Agricultural Irrigation
____Livestock
____Nursery Irrigation
____Commercial/Industrial
____Golf Course Irrigation
____Site Investigation
✓ Monitoring
____Test
____Earth-Coupled Geothermal
____HVAC Supply
____HVAC Return
Class V Injection: ____Recharge ____Commercial/Industrial Disposal ____Aquifer Storage and Recovery ____Drainage
Remediation: ____Recovery ____Air Sparge ____Other (Describe) _____
____Other (Describe) _____

12. *Drill Method: ____Auger ____Cable Tool ____Rotary ____Combination (Two or More Methods) ____Jetted ____Sonic
____Horizontal Drilling ____Hydraulic Point (Direct Push) ✓ Other Plugged by approved

13. *Measured Static Water Level 8 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14. *Measuring Point (Describe) Top Of Well Which is 3 ft. ✓ Above ____Below Land Surface *Flowing: ____Yes ✓ No

15. *Casing Material: ____Black Steel ____Galvanized ✓ PVC ____Stainless Steel ____Not Cased ____Other _____

16. *Total Well Depth 18 ft. Cased Depth 8 ft. *Open Hole: From — To — ft. *Screen: From 8 To 18 ft. Slot Size .010

17. *Abandonment: ✓ Other (Explain) No longer needed
From 0 ft. To 1.5 ft. No. of Bags 1/2 Seal Material (Check One): ✓ Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

18. *Surface Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

19. *Primary Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

20. *Liner Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

21. *Telescope Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

22. Pump Type (If Known):
____Centrifugal ____Jet ____Submersible ____Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ ft. Intake Depth _____ ft.

23. Chemical Analysis (When Required):
Iron _____ ppm Sulfate _____ ppm Chloride _____ ppm
____Laboratory Test ____Field Test Kit

24. Water Well Contractor:

*Contractor Name James Paul Tyson *License Number 11352 E-mail Address downthehole@att.net

*Contractor's Signature _____ (I certify that the information provided in this report is accurate and true.) *Driller's Name (Print or Type) James Paul Tyson

*Permit No. 59-34848

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

***DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From 0	ft.	To 18	ft.	Color Brown		Grain Size (F, M, C) M		Material Sand	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	
From	ft.	To	ft.	Color		Grain Size (F, M, C)		Material	

Comments: See Site Plan

***Detailed Site Map of Well Location**

N

INVOICE

Customer #	**30115975**	**Invoice #**	**7741197**
Job Site #	0006	**Invoice Date:**	02/21/2025
Our Local Office #	(407) 381-2727	**Due Date:**	03/23/2025
		Terms:	NET 30 DAYS
		Ordered By:	TYLER HAGA
		Purchase Order #	

LIVE OAK CONTRACTING
1 RIVERSIDE AVE
JACKSONVILLE, FL 32202

Job Address:	1 RIVERSIDE AVE
Cross St:	
City:	JACKSONVILLE, FL 32202-4917
Job Name:	ONE RIVERSIDE
Site Contact:	MATT
Site Phone:	386-853-4202

Quantity	Description		Term	From/Thru	Rate	Total
1956	6 FT TEMPORARY PANELS	*	R	02/24/25 - 03/05/25		768.43

*** - You have added product to an existing jobsite. This invoice is being pro-rated so that all products renew together on your next invoice.**

Subtotal: $768.43 **Tax: $57.63** **Total: $826.06** **Total Due: $826.06**

800-352-5675
customercare@rentnational.com
rentnational.com

VISA DISCOVER

For credit card transactions, please visit **rentnational.com**:
1) to pay one or multiple invoices.
2) to set up renewals on autopay.

To receive paperless invoices, please email **gopaperless@rentnational.com**

Customer No: 30115975
Invoice No: 7741197

Amount Enclosed: $, .

Be sure to write your customer number on your check.

NATIONAL CONSTRUCTION RENTALS
P.O. BOX 841461
LOS ANGELES, CA 90084-1461

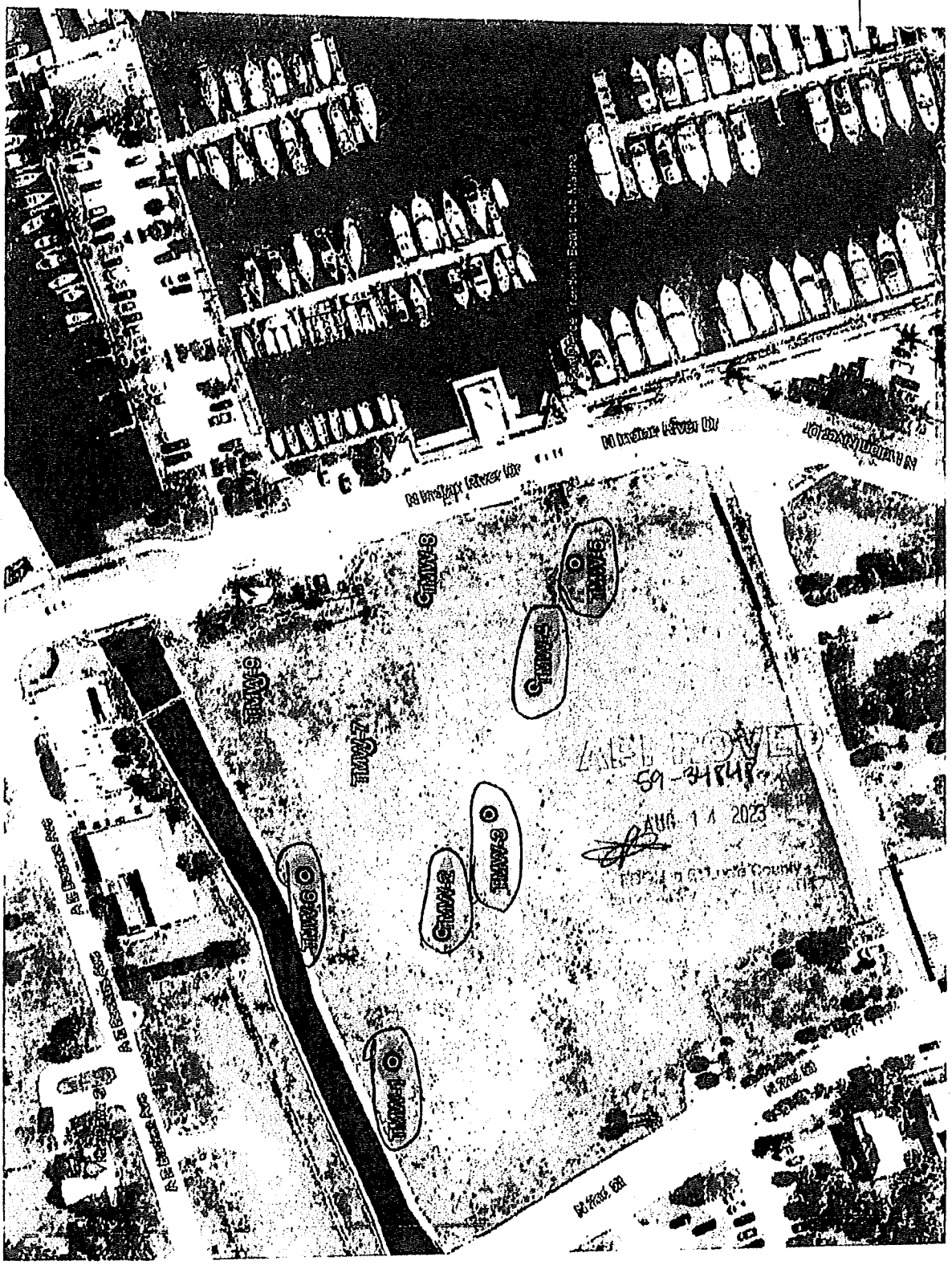

N Indian River Dr
TMW-1
TMW-2
TMW-3
TMW-4
TMW-5
TMW-6
TMW-7
TMW-8
TMW-9
APPROVED
59-34848
AUG 14 2023

Exhibit D

Indian River State College Material Lease Terms

Landlord:	Live Oak Holdings Group, LLC, or assignee
Tenant:	Indian River State College
Leased Premises:	1,200 square foot restaurant space located within Landlord's development Property, the location of which shall be in the sole discretion of Landlord.
Term:	Sixty (60) months from the date Tenant obtains a certificate of occupancy for the Leased Premises. Tenant shall have no option to extend the term of the lease unless agreed upon in writing by Landlord, in Landlord's sole discretion.
Base Rent:	$42,000 annually throughout the term of the lease ($35/sq. ft.); provided, however, No base rent shall be payable from Tenant to Landlord during the Term of the lease, as Landlord is donating the use of Leased Premises to Tenant free of any such Base Rent, except in the event of a default, under the lease to be executed between the parties.
Common Area Maintenance:	Through the Term of the lease, Tenant shall be obligated to pay Landlord its proportionate share of the Common Area Maintenance expenses applicable to the Leased Premises, which CAM shall include any and all taxes, insurance and other expenses related to the overall management and operation of the development within which the Leased Premises is located.
Utilities:	Tenant shall be solely responsible for the payment of all utilities servicing the Leased Premises (including hook-up fees) throughout the term of the lease.
Permitted Use:	The Leased Premises shall only be used as a restaurant open to the general public. Landlord shall have the right to approve, in its reasonable discretion, any restaurant concept proposed by Tenant.
Landlord's Work	Landlord shall deliver the Leased Premises to Tenant as an unfinished "shell" whereupon Tenant shall complete the design, construction and installation of any necessary furniture, fixtures, and equipment.
Tenant's Work	Tenant shall be solely responsible for the buildout of the the Leased Premises, including but not limited to the design, construction, and the installation of any necessary, plumbing, HVAC equipment and duct work, electrical, internet and communication wiring, furniture, fixtures, and other restaurant equipment.
Tenant Improvement Allowance:	Tenant shall receive a payment from Landlord equal to $35.00 per square foot of the Leased Premises for a total amount of for a total amount of $42,000 as a Tenant improvement allowance, and Tenant shall be responsible for the cost of all Tenant's Work in accordance with making said improvements.
Subleasing:	Tenant shall be prohibited from subleasing any portion of the Leased Premises with first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole discretion.

Purchase and Sale Agreement Final(6033726.1)

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Jeannette Sanchez (JSanchez@jonesfoster.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg5HSxm1yBw3mD-msR5RqUHf2T2sjRzLX

"Purchase and Sale Agreement Final(6033726.1)" History

Document created by Jeannette Sanchez (JSanchez@jonesfoster.com)
2025-02-21 - 8:32:51 PM GMT

Document emailed to dale@audubondevelopment.com for signature
2025-02-21 - 8:36:11 PM GMT

Email viewed by dale@audubondevelopment.com
2025-02-21 - 8:36:54 PM GMT

Signer dale@audubondevelopment.com entered name at signing as Dale Matteson
2025-02-21 - 9:20:35 PM GMT

Document e-signed by Dale Matteson (dale@audubondevelopment.com)
Signature Date: 2025-02-21 - 9:20:37 PM GMT - Time Source: server

Agreement completed.
2025-02-21 - 9:20:37 PM GMT

JF | Powered by Adobe Acrobat Sign

PURCHASE AND SALE AGREEMENT

between

AUDUBON DEVELOPMENT, INC., Seller

and

LIVE OAK HOLDINGS GROUP, LLC, Purchaser

dated as of

February 21, 2025

PURCHASE AND SALE AGREEMENT

This PURCHASE AND SALE AGREEMENT (this "**Agreement**"), dated as of the 21st day of February, 2025, is entered into between Audubon Development, Inc., a Florida corporation ("**Seller**"), having an address at P.O. Box 981, Palm Beach, FL 33480, and Live Oak Holdings Group, LLC, a Florida limited liability company ("**Purchaser**"), having an address at 100 N Laura Street, Suite 900, Jacksonville, FL 32202.

RECITALS

WHEREAS, Seller is the owner of the Property (as hereinafter defined); and

WHEREAS, subject to the terms and conditions hereof, Seller desires to sell to Purchaser the Property and Purchaser desires to purchase the Property from Seller.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I
DEFINITIONS

The following terms have the meanings specified or referred to in this Article I:

"**Agreement**" has the meaning set forth in the preamble.

"**Assignments**" has the meaning set forth in Section 5.02(d).

"**Assumed Contracts**" has the meaning set forth in Section 8.03.

"**Assumed Permits and Licenses**" has the meaning set forth in Section 2.01(i).

"**Assumed Warranties and Guaranties**" has the meaning set forth in Section 2.01(j).

"**Bill of Sale**" has the meaning set forth in Section 5.02(c).

"**Business Day**" has the meaning set forth in Section 15.04.

"**Closing**" has the meaning set forth in Article 5.

"**Closing Date**" has the meaning set forth in Article 5.

"**Code**" has the meaning set forth in Section 5.02(e).

"**Construction and Management Agreements** has the meaning set forth in Section 2.01(l).

"**Confidential Information**" has the meaning set forth in Section 13.01.

"**Cure Period**" has the meaning set forth in Section 6.03(b).

"**Deed**" has the meaning set forth in Section 5.02(a).

"**Delinquent Property Taxes**" has the meaning set forth in Section 5.05(a)

"**Deposit**" has the meaning set forth in Section 3.01(a).

"**Due Diligence Materials**" has the meaning set forth in Section 4.01.

"**Due Diligence Period**" has the meaning set forth in Section 4.02.

"**Effective Date**" has the meaning set forth in Section 8.04.

"**Environmental Laws**" has the meaning set forth in Section 7.01(i).

"**Escrow Agent**" has the meaning set forth in Article V.

"**Force Majeure Event**" has the meaning set forth in Section 15.15.

"**Hazardous Materials**" has the meaning set forth in Section 7.01(i).

"**Hotel Financing**" has the meaning set forth in Article 5.

"**Improvements**" has the meaning set forth in Section 2.01(b).

"**Inspections**" has the meaning set forth in Section 4.02.

"**Intangible Property**" has the meaning set forth in Section 2.01(k).

"**Land**" has the meaning set forth in Section 2.01(a).

"**MOU**" has the meaning set forth in Article 5.

"Municipal Agreement" has the meaning set forth in Section 8.04.

"**Notices**" has the meaning set forth in Section 10.01.

"**OFAC**" has the meaning set forth in Section 7.01(l).

"**Outside Closing Date**" has the meaning set forth in Article 5.

"**Permitted Exceptions**" has the meaning set forth in Section 6.02.

"**Personal Property**" has the meaning set forth in Section 2.01(c).

"**Plans and Surveys**" has the meaning set forth in Section 2.01(g).

"**Property**" has the meaning set forth in Section 2.01.

"**Purchase Price**" has the meaning set forth in Section 3.01.

"**Purchaser**" has the meaning set forth in the preamble.

"**Purchaser's Costs**" has the meaning set forth in Section 11.01(b).

"**Purchaser Default**" has the meaning set forth in Section 11.01(a).

"**Purchaser's Representatives**" has the meaning set forth in Section 4.03.

"**Purchaser's Termination Notice**" has the meaning set forth in Section 9.02.

"**Seller**" has the meaning set forth in the preamble.

"**Seller Default**" has the meaning set forth in Section 11.01(b).

"**Service Contracts**" has the meaning set forth in Section 7.01(f).

"**Site Plan**" has the meaning set forth in Section 3.01(b).

"**Survey**" has the meaning set forth in Section 6.03(a).

"**Title Commitment**" has the meaning set forth in Section 6.03(a).

"**Title Insurance Company**" has the meaning set forth in Section 6.01.

"**Title Objection**" has the meaning set forth in 6.03(b).

"**Title Objection Notice**" has the meaning set forth in 6.03(b).

"**Title Objection Response**" has the meaning set forth in 6.03(b).

"**Transaction Parties**" has the meaning set forth in Section 13.01.

"**Transfer Tax Documents**" has the meaning set forth in Section 5.02(b).

"**Violations**" has the meaning set forth in Section 6.05.

"**Voluntary Liens**" has the meaning set forth in 6.04(a).

ARTICLE II
CONVEYANCE OF THE PROPERTY

Section 2.01 Subject of Conveyance. Seller agrees to sell and convey to Purchaser and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, all right, title, and interest of Seller in and to the following (collectively referred to herein as the "**Property**"):

(a) All those certain lots, pieces, or parcels of land located in Fort Pierce, St. Lucie County, Florida, as more particularly bounded and described in Exhibit A attached hereto and hereby made a part hereof (the "**Land**");

(b) All improvements located on the Land and all Seller's right, title, and interest in and to any and all fixtures attached thereto (collectively, the "**Improvements**");

(c) All equipment, machinery, apparatus, appliances, and other articles of personal property located on and used in connection with the operation of the Improvements (collectively, the "**Personal Property**");

(d) All rights appurtenant to the Land, if any, including without limitation, any strips and gores abutting the Land, and any land lying in the bed of any street, road, or avenue in front of, or adjoining the Land, to the center line thereof;

(e) All other rights, privileges, easements, licenses, appurtenances, and hereditaments relating to the Property;

(f) **Intentionally Deleted.**

(g) All plans, surveys, specifications, drawings, architectural and engineering drawings, permits and other ancillary documents related to the construction, renovation or improvement of the Property in the possession of the Seller or in the possession of any of the Seller's contractors, sub-contractors, consultants, vendors, affiliates, assigns, partners, or otherwise, to the extent transferable in connection with the sale of the Property (collectively, the "**Plans and Surveys**");

(h) All right, title, and interest of Seller in and to the Assumed Contracts, pursuant to Section 8.03 of this Agreement;

(i) Any permit, entitlement, governmental approval, incentives, certificate of occupancy, license, or other form of authorization or approval issued by a government agency or authority and legally required for the Property's construction, ownership, operation, and use to the extent transferable with the sale of the Property. (collectively, the "**Assumed Permits and Licenses**").

(j) Any written warranty, guaranty, or other obligation from any contractor, manufacturer, or vendor to any improvements, furnishings, fixture, or equipment located at the Property, to the extent assignable in connection with the sale of the Property ("**Assumed Warranties and Guaranties**"); and

(k) All rights, title, and interests of Seller in and to: (i) computer software used in connection with any computer systems regarding the Property; (ii) trademarks, trade names, service marks, social media, and other intellectual property rights held or used in connection with the Property or the operation; (iii) other intangibles associated with the Property, including, without limitation, goodwill, logos, and designs related to the Property and other general intangibles relating to the Property; and (iv) all telephone exchange numbers specifically dedicated and identified with the Property (collectively, the "**Intangible Property**").

(l) All right, title, and interest of Seller in and to all engineered plans, approved or otherwise; specifications; construction contracts; construction agreements; the

Reservation Agreements; contracts with any third-party real estate companies, including but not limited to, residential condominium unit and commercial, retail and restaurant space reservation deposits, to the extent assignable in connection with the sale of the Property ("**Construction and Management Agreements**"). The assignment of the Construction and Management Agreements shall also include, to the extent assignable, all licenses with any third-party real estate companies in possession, or where issuance is being contemplated, of the Seller or Seller's assigns, affiliates, partners, vendors. For avoidance of doubt, the licenses contemplated here include, but are not limited to, licenses issued by a government authority, or any other license which could be deemed a license and connected to the Property

ARTICLE III
PURCHASE PRICE

Section 3.01 Purchase Price and Deposit. The purchase price to be paid by Purchaser to Seller for the Property is SIX MILLION FOUR HUNDRED EIGHTY THOUSAND DOLLARS and 00/100 Dollars ($6,480,000.00) (the "**Purchase Price**"). The Purchase Price shall be payable as follows:

(a) Within THREE (3) Business Days after the Effective Date, Purchaser shall pay the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS AND 00/100 ("250,000.00") (the "**Initial Deposit**") by Purchaser's certified check or official bank check, subject to collection, made payable to Seller, or by wire transfer of immediately available federal funds to an account at such bank as designated by Seller.

(b) Within THREE (3) Business Days after the earlier to occur of (i) Purchaser's receipt of City's written approval of the modified project site plan (the "**Site Plan**") or (ii) ONE HUNDRED EIGHTY (180) days after the Effective Date, an additional deposit in the amount of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ("250,000.00") (the **Additional Deposit**"), by Purchaser's certified check or official bank check, subject to collection, made payable to Seller, or by wire transfer of immediately available federal funds to an account at such bank as designated by Seller. The Initial Deposit and the Additional Deposit are collectively referred to herein as the "**Deposit**."

(c) THREE MILLION NINE HUNDRED EIGHTY THOUSAND DOLLARS AND 00/100 ($3,980,000.00) of the Purchase Price shall be paid to Seller on the Closing Date, subject to any credits or apportionments as provided for under this Agreement, simultaneously with delivery of the Deed, by certified or official bank checks or by one or more wire transfers of immediately available federal funds to an account, or accounts, designated in writing by Seller no later than the Closing Date.

(d) The balance of the Purchase Price in the amount of TWO MILLION DOLLARS 00/100 ($2,000,000.00) shall be conveyed and contributed by Seller and considered paid by Purchaser to Seller in the form of a limited partnership interest in the amount of ONE MILLION DOLLARS 00/100 ($1,000,000.00) in the development entity (the "**Hotel Owner**") of the contemplated hotel development on the Property (the "**Hotel**

Site"), and ONE MILLION DOLLARS 00/100 ($1,000,000.00) in the development entity (the "**Primary Owner**") of the contemplated residential condominium and commercial, retail, and restaurant development on the Property (the "**Primary Site**"). Purchaser shall confirm the allocation of the Purchase Price between the Hotel Site and the Primary Site within THIRTY (30) days after the Effective Date, provided that such allocation shall be reasonably acceptable to Seller. The preliminary legal description for the real property upon which the Hotel Site and Primary Site are to be located on the Land as described in Exhibit A attached hereto and made a part hereof. Within one hundred eighty (180) days of the Effective Date of this Agreement, Purchaser shall obtain specific legal descriptions for both the Hotel Site and Primary Site, at which time this Agreement shall be amended to add said legal descriptions for the Hotel Site and Primary Site as Exhibit A-1 and Exhibits A-2 to this Agreement. The operating agreements for the Hotel Owner and the Primary Owner (the "**Operating Agreements**") shall provide (i) for Seller's limited partnership interests to generate a minimum of 8% internal rate of return (calculated from the Closing Date), (ii) for Seller's limited partnership interests to be subject to the same treatment as other limited partnership interests, provided that Seller shall not be obligated to make any additional capital contributions beyond Seller's initial $2,000,000.00 contribution, (iii) that Seller's limited partnership interests shall not be diluted in the event of a limited partner capital call, and (iv) that Purchaser shall be obligated to buy Seller's limited partnership interests for an amount equal to an 8% internal rate of return (calculated from the Closing Date) if a liquidation event has not occurred by the date which is five (5) years following the Closing Date, subject to any delay resulting from a Force Majeure Event. The form of the Operating Agreements shall be reasonably acceptable to Purchaser and Seller.

ARTICLE IV
DUE DILIGENCE INVESTIGATION

Section 4.01 Due Diligence Materials. Seller has delivered, or shall cause to be delivered, or made available, all to the extent in Seller's possession or control, materials relating to the Property's physical and environmental condition, and any other documents relating to the Property reasonably requested to date by Purchaser as set forth in the checklist attached hereto as Exhibit B (collectively, the "**Due Diligence Materials**"). Purchaser reserves the right to make additional requests of Due Diligence Materials up to FIVE (5) business days following the commencement of the Due Diligence Period.

Section 4.02 Due Diligence Period. Purchaser shall have a period of TWENTY (20) days following the full execution of this Agreement by both parties on February 21, 2025 (the "**Due Diligence Period**"), to conduct or cause to be conducted any and all tests, studies, surveys, inspections, reviews, assessments, or evaluations of the Property, including without limitation engineering, topographic, soils, zoning, wetlands, geotechnical and environmental inspections (including Phase I and/or Phase II environmental site assessments to be performed by an environmental consultant selected by Purchaser) (the "**Inspections**"), as Purchaser deems necessary, desirable, or appropriate in its sole and absolute discretion, and analysis of the Due Diligence Materials. Purchaser shall have the unconditional right, for any reason or no reason whatsoever, to

terminate this Agreement upon written notice to Seller delivered at any time prior to 11:59 p.m. Eastern on the last day of the Due Diligence Period. If Purchaser does not timely notify Seller of its election to terminate this Agreement prior to 11:59 p.m. Eastern on the last day of the Due Diligence Period, Purchaser shall be deemed to have elected to proceed to Closing, subject to the terms and conditions of this Agreement. If Purchaser elects to terminate this Agreement as provided in this Section 4.02, Seller shall return the Deposit to Purchaser, upon such refund being made this Agreement shall terminate, and the parties shall have no further liability hereunder (except with respect to those obligations hereunder which expressly survive the termination of this Agreement). Notwithstanding anything to the contrary contained in this Agreement, amendments to this Agreement to extend the Due Diligence Period may be agreed upon in writing or email by each party or each party's respective attorney and notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given, by Purchaser as provided in this Agreement or by Purchaser or Purchaser's attorney by fax or by email to Seller and/or Seller's attorney.

Section 4.03 Purchaser's Access. At any time prior to the Closing, including the Due Diligence Period, and at all times, subject to Section 4.04, Purchaser and its agents, employees, consultants, inspectors, appraisers, engineers, and contractors (collectively, "**Purchaser's Representatives**") shall have the right to enter upon and pass through the Property during normal business hours to examine and inspect the same, as well as conduct reasonable tests, studies, investigations, and surveys to assess utility availability, soil conditions, environmental conditions, physical condition, and the like of the Property.

Section 4.04 Purchaser's Right to Inspect.

(a) In conducting the Inspections or otherwise accessing the Property, Purchaser shall at all times comply with all laws and regulations of all applicable governmental authorities In connection with such Inspections, neither Purchaser nor any of Purchaser's Representatives shall: (i) unreasonably interfere with or permit unreasonable interference with any person occupying or providing service at the Property; or (ii) unreasonably interfere with the business of Seller (or any of its tenants) conducted at the Property or unreasonably disturb the use or occupancy of any occupant of the Property.

(b) Purchaser shall schedule and coordinate all Inspections or other access thereto with Seller and shall give Seller at least TWO (2) Business Days' prior notice thereof. Seller shall be entitled to have a representative present at all times during each such inspection or other access. Seller shall allow the Purchaser's Representatives unlimited access to the Property and to other information pertaining thereto in the possession or within the control of Seller for the purpose of the Inspections.

Section 4.05 Seller Indemnification. Purchaser agrees to indemnify and hold Seller harmless from and against any and all losses, costs, damages, liens, claims, liabilities, or expenses (including, but not limited to, Seller's reasonable attorneys' fees, court costs, and disbursements but excluding consequential and indirect damages) incurred by Seller arising from or by reason of Purchaser's and/or Purchaser's

Representatives' access to, or Inspections of, the Property, except to the extent such losses, costs, damages, liens, claims, liabilities, or expenses are caused by or resulting from: (a) Seller's negligence or willful misconduct; and/or (b) any pre-existing, dangerous, illegal, or defective condition at the Property, except to the extent that such matters or conditions are aggravated by Purchaser's negligence or willful misconduct. The provisions of this Section 4.05 shall survive for a period of TWELVE (12) months following the Closing or earlier termination of this Agreement.

ARTICLE V
CLOSING

The closing of the transaction contemplated by this Agreement (the "**Closing**") shall occur through an escrow closing with Lippes Mathias LLP ("**Escrow Agent**") and shall occur on the date ("**Closing Date**") which is the earlier to occur of (i) the closing of loan financing ("**Hotel Financing**") with respect to that certain hotel to be developed in connection with respect to King's Landing Phase I Development, as contemplated in that certain MOU between Live Oak Contracting and Mainsail Lodging and Development dated January 8, 2025 ("**MOU**"), and (ii) July 15, 2026 (the "**Outside Closing Date**"). Notwithstanding the foregoing, Purchaser may extend the Outside Closing Date upon written notice to Seller in the event that the Hotel Financing is not complete on July 15, 2026, as a result of a Force Majeure Event, and in such event the Outside Closing Date shall be extended by the corresponding number of days during which said Force Majeure Event prevents Purchase from obtaining the Hotel Financing. Purchaser shall give written notice to Seller of any alleged delay in the completion of the Hotel Financing resulting from a Force Majeure Event within five (5) days after the commencement of the Force Majeure Event, which notice shall identify the nature and expected duration of the Force Majeure Event. In no event shall the Outside Closing Date be extended more than one hundred eighty (180) days as a result of a Force Majeure Event.

Section 5.01 Intentionally Omitted.

Section 5.02 Seller's Closing Deliverables. At Closing, Seller shall deliver or cause to be delivered to each of the Hotel Owner and the Primary Owner, as applicable, each the following documents executed, certified, and acknowledged by Seller, as appropriate:

(a) One (1) original special warranty deed (the "**Deed**") duly executed with the appropriate acknowledgment form and otherwise in proper form for recording so as to convey title to the Hotel Site to the Hotel Owner and title to the Primary Site to the Primary Owner as required by this Agreement.

(b) Counterparts of any required transfer tax returns (the "**Transfer Tax Documents**"), or in each instance and if available, an electronic filing of such returns, together with the required payment of applicable transfer taxes, pursuant to the requirements of the applicable state and local taxing authorities.

(c) A bill of sale (the "**Bill of Sale**") executed by Seller, conveying to the Hotel Owner and the Primary Owner good and marketable title to the Personal Property as

described in the Bill of Sale, free and clear of all encumbrances and adverse claims, and payment of all sales taxes payable in connection with such conveyance of Personal Property.

(d) Assignment of the following, to the extent assignable: (i) all Construction and Management Agreements; (ii) all Assumed Permits and Licenses; (iii) all Plans and Surveys, (iv) the Municipal Agreement; and (v) any Reservation Agreements in effect at the Closing (collectively, the ("**Assignments**"). In conjunction with Seller's delivery of the Assignments, Seller shall also deliver to the Hotel Owner and the Primary Owner the corresponding originals or copies of the Construction and Management Agreements; Assumed Permits and Licenses; and Plans and Surveys being assigned from Seller to the Hotel Owner and the Primary Owner. Notwithstanding the foregoing, Purchaser shall be responsible for obtaining the necessary consents related to any assignment, however, Seller shall cooperate with Purchaser's efforts in obtaining such consents.

(e) A certification that Seller is not a "foreign person" as such term is defined in Section 1445 of the Internal Revenue Code, as amended and the regulations thereunder (collectively, the "**Code**"), which certification shall be signed under penalty of perjury.

(f) Originals, or copies certified by Seller as being complete, of all applicable outstanding bills, invoices, reservation deposit refunds, and other items that shall be paid by Seller on or before the Closing Date.

(g) A seller's affidavit in form reasonably acceptable to the Title Insurance Company.

(h) A resolution of the president of Seller authorizing the transactions contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(i) A written certificate stating that all representations and warranties contained in Section 7.01 remain, as of the Closing Date, true, correct, and complete in all material respects as when first made hereunder

(j) Counterparts of closing statements jointly prepared by Seller and the Hotel Owner or the Primary Owner, as applicable, reflecting the prorations and adjustments required under Section 5.06 of this Agreement and the balance of the Purchase Price due Seller as allocated between the Hotel Site and the Primary Site as agreed upon by the parties.

(k) A certified current list of all reservation deposits, which reservation deposits shall be credited to the Primary Owner at the Closing, and current bank statement reflecting same; and Seller certification that all cancelled reservations have been refunded.

(l) An assignment and assumption of contracts, warranties, permits, and licenses executed by Seller and assigning all Seller's right, title, and interest in the Assumed Contracts, Assumed Permits and Licenses, and Assumed Warranties and Guaranties.

(m) A notice to each vendor under the Assumed Contracts, if any, if required by the terms of such Assumed Contracts.

(n) Evidence of termination of all Service Contracts, if any, except for the Assumed Contracts which the Hotel Owner or the Primary Owner, as applicable, has elected to assume pursuant to Section 8.03 hereof, together with proof of payment in full by Seller of any and all liabilities, fees, costs, or other expenses of Seller resulting from the Service Contracts, the termination thereof and the release of the counterparties thereto.

(o) The Operating Agreements.

(p) Originals or, if originals are not in the possession or control of Seller, copies of Plans and Surveys, to the extent same are in Seller's possession or under Seller's control.

(q) All other documents necessary or otherwise reasonably required by the Escrow Agent and Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.03 Purchaser's Closing Deliverables. On the Closing Date, the Hotel Owner and the Primary Owner shall each deliver or cause to be delivered to Seller, each of the following documents, executed, certified, and acknowledged by the Hotel Owner and the Primary Owner, as appropriate:

(a) The balance of the Purchase Price as set forth in Section 3.01(b), as adjusted for apportionments pursuant to Section 5.05 of this Agreement and as allocated between the Hotel Site and the Primary Site as agreed upon by the parties.

(b) The Hotel Owner and the Primary Owner shall, where applicable, join with Seller in the execution and delivery of the closing documents and instruments required under Section 5.02 of this Agreement.

(c) Resolutions consistent with the Operating Agreements authorizing the transactions contemplated hereby and the execution and delivery of the documents required to be executed and delivered hereunder.

(d) All other documents reasonably necessary or otherwise required by the Escrow Agent or the Title Insurance Company to consummate the transactions contemplated by this Agreement.

Section 5.04 Closing Costs.

(a) Seller and Purchaser shall each pay the fees and expenses of its own counsel in connection with the preparation and negotiation of this Agreement. The Deed and other agreements and instruments related to the transaction contemplated by this Agreement and such legal costs shall not be part of the closing costs; provided, however, that if any legal action is instituted under this Agreement, the prevailing party in such action shall be entitled to recover from the other party costs related to such legal action, including

reasonable attorneys' fees and costs in all trial, appellate, post-judgment, and bankruptcy proceedings.

(b) Seller shall pay:

(i) All recording fees for the release of any liens on the Property, as required pursuant to the terms of this Agreement;

(ii) All Delinquent Property Taxes (as hereinafter defined) and associated expenses related thereto; and

(iii) Any and all costs incurred by Seller in connection with the preparation, review, and negotiation of this Agreement and the transactions and the Closing contemplated by this Agreement, including any attorneys' or consultancy fees.

(c) Purchaser shall pay:

(i) The costs charged by Purchaser's Title Insurance Company for the owner's policy; loan policy and all endorsements and the loan policy;

(ii) The costs related to the Survey and any other survey or survey update;

(iii) Any state/county/city/town transfer taxes and sales taxes payable in connection with the transaction contemplated by this Agreement

(iv) Escrow Agent's fees;

(v) Any other fees or costs incurred by Purchaser in connection with Purchaser's due diligence reviews or the transactions contemplated by this Agreement, including, without limitation, Purchaser's attorneys' fees; and

(vi) All costs related to the recording fees payable in connection with the recording of the Deed and Purchaser's lender's security instruments, if any.

Section 5.05 Apportionments. The following shall be apportioned as of 11:59 p.m. of the date immediately preceding the Closing Date, unless expressly provided for otherwise:

(a) All real estate taxes based on the fiscal year for which they are assessed and any assessments, provided, however, that if any such charges are payable by any tenant under a lease, such charges shall not be apportioned. If the Closing shall occur before a new tax rate is fixed, the apportionment of real estate taxes shall be upon the basis of the tax rate for the preceding fiscal period applied to the latest assessed valuation, however, adjustment shall be made when the actual tax amount is determined. If the Property shall be, or has been, affected by any assessments or special assessments payable in a lump sum or which are, or may become, payable in installments, of which the first installment is then

a charge or lien, or has already been paid, then at the Closing such amounts shall be paid in full by Seller. Purchaser acknowledges that Seller has informed Purchaser that real estate taxes for the Property are delinquent ("**Delinquent Property Taxes**") and Purchaser agrees that, until the Closing, Seller shall not be obligated to pay such Delinquent Property Taxes or any other real estate taxes that become due and payable prior the Closing; provided, however, Seller shall remain solely liable for the payment of such Delinquent Property Taxes at Closing, including, but not limited, to any late fees, interest or other expenses due to such Delinquent Property Taxes being past due. Seller shall take any and all actions necessary to redeem, payoff or otherwise terminate any such tax certificate at or prior to Closing.

(b) All water and sewer charges based on the fiscal year for which they are assessed, unless the meters are read on the date immediately preceding the Closing Date; provided that Purchaser shall be responsible for all utility hook up charges and related administrative fees.

(c) Utilities, fuel, gas, and electric charges based on most recently issued bills, unless the meters are read on the date immediately preceding the Closing Date; provided, however, that if any such charges are payable by any tenant under a lease, such charges shall not be apportioned.

(d) Administrative fees allowable by law on tenant security deposits.

(e) All other items customarily apportioned in connection with sales of property substantially similar to the Property in the State of Florida.

(f) Fees, charges, penalties, or costs assessed by any governmental organization.

Section 5.06 Miscellaneous. Any miscellaneous adjustments payable by either Purchaser or Seller, as the case may be, that occur at the Closing may be paid at the Closing by delivery of personal or business checks, provided, however, that such miscellaneous adjustments do not exceed ONE THOUSAND and 00/100 Dollars ($1,000.00). Any errors in calculations or apportionments shall be corrected or adjusted as soon as practicable after the Closing Date. The provisions of this Section 5.06 shall survive the Closing.

ARTICLE VI
TITLE MATTERS AND REVIEW

Section 6.01 Acceptable Title. Seller shall convey, and Purchaser shall accept, such title to the Property that Escrow Agent as authorized agent for Fidelity Title Insurance Company (the "**Title Insurance Company**") is willing to insure at regular rates, subject to the matters set forth in this Agreement. Seller shall convey, and Purchaser shall accept, fee simple title to the Property in accordance with the terms and conditions of this Agreement, and subject only to:

(a) The Permitted Exceptions; and

(b) Such other matters as any Title Insurance Company shall be willing to omit as exceptions to coverage or to except with insurance against collection out of or enforcement against the Property.

Section 6.02 Permitted Exceptions. The Property shall be sold, assigned, and conveyed by Seller to Purchaser, and Purchaser shall accept and assume same, subject only to the following matters (collectively, the "**Permitted Exceptions**"):

(a) Any and all present and future zoning, building, environmental, and other laws, statutes, ordinances, codes, rules, regulations, requirements, or executive mandates of all governmental authorities having jurisdiction with respect to the Property, including, without limitation, landmark designations and all zoning variances and special exceptions, if any.

(b) Possible encroachments and/or projections of stoop areas, roof cornices, window trims, vent pipes, cellar doors, steps, columns and column bases, flue pipes, signs, piers, lintels, windowsills, fire escapes, satellite dishes, protective netting; sidewalk sheds, ledges, fences, coping walls (including retaining walls and yard walls), air-conditioners, and the like, if any, on, under, or above any street or highway, the Property, or any adjoining property.

(c) The state of facts shown on that certain ALTA/NSPS Land Title Survey made by EDC, Inc. dated February 27, 2020 ("**Survey**") and any additional state of facts a new or updated survey or personal inspection would show.

(d) Taxes and assessments for the year of Closing which are not yet due and payable.

(e) Easements and other matters of record approved or deemed approved by Purchaser.

Section 6.03 Title.

(a) Within TEN (10) Business Days following the execution of this Agreement: (i) Purchaser shall cause the Title Insurance Company to deliver to Purchaser a commitment for owner's policy of title insurance from the Title Insurance Company, together with true, legible (to the extent available), and complete copies of any tax search, departmental or municipal searches, and all instruments giving rise to any defects or exceptions to title to the Property (collectively, the "**Title Commitment**"), which Title Commitment shall be delivered to counsel for both Purchaser and Seller concurrently; and (ii) Seller shall deliver to Purchaser a copy of the Survey, which Purchaser may cause to be updated at Purchaser's expense.

(b) Within FIFTEEN (15) days from Purchaser's receipt of the last of the Title Commitment and Survey, Purchaser shall review such items and deliver to Seller, in writing (the "**Title Objection Notice**"), such objections as Purchaser may have to anything

contained or set forth therein ("**Title Objections**"). Any items to which Purchaser does not object within the FIFTEEN (15) day review period shall be deemed to be approved by Purchaser and shall be part of the Permitted Exceptions as defined in Section 6.02 of this Agreement. Seller shall have TEN (10) days from Seller's receipt of the Title Objection Notice to provide written notice to Purchaser ("**Title Objection Response**") advising if Seller elects to: (i) attempt to cure certain Title Objections, whereupon Seller shall diligently take action to cure any such Title Objections identified by Seller in its notice to Purchaser within thirty (30) days, as may reasonably be extended by Seller to allow Seller to cure same (the "**Cure Period**"); or (ii) not cure some or all of the Title Objections. Seller shall use best efforts to eliminate any Title Objections it elects to attempt to cure pursuant to its Title Objection Response within the Cure Period. In the event Seller does not cure the Title Objections it elected to attempt to cure prior to the expiration of the Cure Period, or Seller elects not to cure some or all of the Title Objections as set forth in its Title Objection Response, Purchaser shall have the right to: (1) terminate this Agreement by written notice to Seller delivered within ten (10) days following the expiration of the Cure Period or Purchaser's receipt of Seller's Title Objection Response, as applicable, in which event Purchaser shall receive a refund of the Deposit and this Agreement shall thereupon be deemed terminated and of no further effect, and neither party hereto shall have any obligations to the other hereunder or by reason hereof, except for the provisions hereof that expressly survive termination of this Agreement; or (2) proceed to Closing hereunder with no reduction in the Purchase Price. All title exceptions which are approved or deemed approved by Purchaser shall constitute Permitted Exceptions for purposes hereof. Notwithstanding the foregoing: (A) subject to Sections 6.02(c) and 6.02(d) above, the standard preprinted exceptions set forth in the Title Commitment shall not constitute Permitted Exceptions for purposes hereof; and (B) all matters reflected on Schedule B-I of the Title Commitment shall be discharged and satisfied by Seller and/or Purchaser, as applicable, prior to Closing.

Section 6.04 Seller's Inability to Convey.

(a) Seller shall be required to cause to be released, satisfied, and removed of record as of the Closing Date: (i) any encumbrances which have been voluntarily recorded or otherwise placed, or permitted to be placed, by Seller against the Property on or following the Effective Date (other than with the prior written approval of Purchaser, which approval shall not be withheld, conditioned, or delayed with respect to the granting of Purchaser's approval in connection with requests for instruments to be recorded for the benefit of any utility or governmental authority but in all other cases in Purchaser's sole and absolute discretion); and (ii) any mortgages, deeds of trust, security instruments, financing statements, or other instruments which evidence or secure indebtedness, judgments, and liens against the Property, including, without limitation, mechanics' liens, tax liens and real estate taxes, including the Delinquent Property Taxes, water rates, and sewer rents and taxes, in each case, which were caused by the actions or omissions of Seller and are due and payable but which remain unpaid and/or of record as of the Closing Date ("**Voluntary Liens**"). Seller may use Seller's proceeds from the Purchase Price to discharge and remove of record any Voluntary Liens on the Closing Date, and if Seller fails to discharge and remove of record any Voluntary Liens on or prior to the Closing Date, Purchaser shall be entitled to deduct from the Purchase Price such amounts as may

be required to satisfy and discharge the matters required to be satisfied and discharged by Seller pursuant to the preceding sentence.

(b) Notwithstanding anything in this Section 6.04 above to the contrary, Purchaser may at any time accept such title as Seller can convey, without reduction of the Purchase Price or any credit or allowance on account thereof or any claim against Seller. The acceptance of the Deed by Purchaser shall be deemed to be full performance of, and discharge of, every agreement and obligation on Seller's part to be performed under this Agreement, except for such matters which are expressly stated to survive the Closing hereunder

Section 6.05 Violations. Purchaser agrees to purchase the Property subject to any and all notes or notices of violations of law or municipal ordinances, orders, designations, or requirements whatsoever noted in or issued by any federal, state, municipal, or other governmental department, agency, or bureau or any other governmental authority having jurisdiction over the Property (collectively, "**Violations**"), or any condition or state of repair or disrepair of the Property, whether or not noted, which, if noted, would result in a Violation being placed on the Property. Notwithstanding the foregoing, at Closing, Seller shall pay all fines and penalties assessed against the Property, if any.

ARTICLE VII
REPRESENTATIONS AND WARRANTIES

Section 7.01 Seller's Representations and Warranties. Seller represents and warrants to Purchaser on and as of the date of this Agreement and on and as of the Closing Date, as follows:

(a) Seller is duly organized, validly existing, and in good standing under the laws of the State of FLORIDA and has the requisite power and authority to enter into this Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Seller and all agreements, instruments, and documents herein provided to be executed by Seller on the Closing Date: (i) do not violate the entity documents of Seller, or any contract, agreement, commitment, lease, order, judgment, or decree to which Seller is a party; and (ii) have been duly authorized by the resolutions of the manager of Seller and the appropriate and necessary action has been taken by such manager on the part of Seller. The individuals executing this Agreement and the instruments referenced herein on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Seller, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) To Seller's knowledge, neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Seller to obtain any consent, authorization, approval, or

registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Seller which has not been previously obtained.

(d) Seller is not a "foreign person" within the meaning of Section 1445 of the Code.

(e) Except for what was disclosed in writing by Seller to Purchaser, there is no litigation, arbitration, or other legal or administrative suit, action, proceeding, or investigation pending or threatened against or involving Seller or the ownership or operation of the Property, including, but not limited to, any condemnation action relating to the Property.

(f) Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "**Service Contracts**") which shall be binding upon the Purchaser after the Closing, other than the Assumed Contracts. Seller has performed all its obligations under each of the Service Contracts and to Seller's knowledge, no fact or circumstance has occurred which, by itself or with the passage of time or the giving of notice or both, would constitute a default by any party under any of the Service Contracts. Seller has delivered to Purchaser true, correct, and complete copies of all Service Contracts.

(g) Seller has not received, except as disclosed in writing to Purchaser, notice of any material violation of any law or municipal ordinance, order, or requirement noted or issued against the Property by any governmental authority having jurisdiction over the Property, that has not been cured, corrected, or waived as of the Effective Date.

(h) Seller has delivered or made available to Purchaser complete copies of all the Due Diligence Materials to the extent in Seller's possession or under Seller's control with regard to the Property, and to Seller's knowledge there are no other documents or information included within the definition of Due Diligence Materials that have not been provided to the Purchaser. To Seller's knowledge, none of such Due Diligence Materials contains any untrue statement of a material fact or omits to state a fact necessary to make the statement of fact contained therein not misleading in any material respect.

(i) To Seller's knowledge, the Hazardous Materials disclosed in the Due Diligence Materials have been properly remediated as evidenced by Seller's receipt of that certain Groundwater Monitoring Well Abandonment Report dated August 28, 2023, prepared by Andersen Andre Consulting Engineers, Inc. under File Number 22-156, a copy of which is which are attached hereto as Exhibit C, and Seller has not placed, installed or stored any Hazardous Materials at, on, in, or under the Property, and to Seller's knowledge no such Hazardous Materials are otherwise existing at, on, in, or under the Property in violation of any Environmental Laws. "**Hazardous Materials**" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including PCBs, lead paint, asbestos, urea formaldehyde, radioactive

materials, putrescible materials, and infectious materials. "**Environmental Laws**" means, without limitation, the Resource Conservation and Recovery Act and the Comprehensive Environmental Response Compensation and Liability Act and other federal, state, county, municipal, and other local laws governing or relating to Hazardous Materials or the environment together with their implementing regulations, ordinances, and guidelines.

(j) Seller has not: (i) filed any voluntary or had involuntarily filed against it in any court or with any governmental body pursuant to any statute either of the United States or of any State, a petition in bankruptcy or insolvency or seeking to effect any plan or other arrangement with creditors, or seeking the appointment of a receiver; (ii) had a receiver, conservator, or liquidating agent or similar person appointed for all or a substantial portion of its assets; (iii) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (iv) given notice to any person or governmental body of insolvency; or (v) made an assignment for the benefit of its creditors or taken any other similar action for the protection or benefit of its creditors. Seller is not insolvent and shall not be rendered insolvent by the performance of its obligations under this Agreement.

(k) Intentionally omitted.

(l) Seller is not, and shall not become, a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations of the Office of Foreign Asset Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(m) The representations and warranties set forth in this Section 7.01 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. Subject to the terms and conditions of Article XI, the representations and warranties of Seller set forth in this Section 7.01 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

(n) Except for the lease for approximately 1,200 square feet of restaurant space at the Property to be granted to Indian River State College pursuant to Section 8.01(c) below, no person, party, entity, or otherwise currently possesses or has the option to possess a leasehold interest in the Property.

Section 7.02 Purchaser's Representations and Warranties. Purchaser represents and warrants that:

(a) Purchaser is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware, is qualified to conduct business in the State of Florida, and has the requisite power and authority to enter into this

Agreement and the instruments referenced herein, and to consummate the transactions contemplated hereby.

(b) The execution, delivery, and performance of this Agreement by Purchaser and all agreements, instruments, and documents herein provided to be executed by Purchaser on the Closing Date: (i) do not violate the operating agreement of Purchaser, or any contract, agreement, commitment, lease, order, judgment, or decree to which Purchaser is a party; and (ii) have been duly authorized by the resolutions of the manager of Purchaser and the appropriate and necessary action has been taken by such manager on the part of Purchaser. The individuals executing this Agreement and the instruments referenced herein on behalf of Purchaser have the legal power, right, and actual authority to bind Purchaser to the terms and conditions hereof and thereof. This Agreement is valid and binding upon Purchaser, subject to bankruptcy, reorganization, and other similar laws affecting the enforcement of creditors' rights generally.

(c) Neither the execution, delivery, or performance of this Agreement, nor the consummation of the transactions contemplated hereby is prohibited by, or requires Purchaser to obtain any consent, authorization, approval, or registration under any law, statute, rule, regulation, judgment, order, writ, injunction, or decree which is binding upon Purchaser which has not been previously obtained.

(d) Purchaser is not a person or entity with whom United States persons or entities are restricted or prohibited from doing business under regulations OFAC (including those named on OFAC's specially designated and blocked persons list) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and shall not engage in any dealings or transactions or be otherwise associated with such persons or entities.

(e) To the best of its knowledge, there are no judgments, orders, or decrees of any kind against Purchaser unpaid or unsatisfied of record, nor any actions, suits, or other legal or administrative proceedings pending or, to the best of Purchaser's actual knowledge, threatened against Purchaser, which would have any material adverse effect on the business or assets or the condition, financial or otherwise, of Purchaser or the ability of Purchaser to consummate the transactions contemplated by this Agreement.

(f) The representations and warranties set forth in this Section 7.02 shall be continuing and shall be true and correct in all material respects as of the Closing Date with the same force and effect as if made at that time. The representations and warranties set forth in this Section 7.02 shall survive the Closing and shall not be affected by any investigation, verification, or approval by any party or anyone on behalf of any party to this Agreement.

Section 7.03 Bring Down Certificate. Seller and Purchaser shall each deliver a bring down certificate reaffirming the accuracy and truthfulness of each of their representations and warranties in Section 7.01 and 7.02 (or, if any has ceased to be true, so indicating), and providing that such representations and warranties shall survive the

Closing and the delivery of the Deed at Closing in accordance with the terms and conditions of this Agreement.

ARTICLE VIII
SELLER'S COVENANTS

Section 8.01 Leases. During the period from the Effective Date until the Closing Date, Seller shall not:

(a) Without Purchaser's consent, enter into any agreements ("**Reservation Agreements**") providing for new reservation deposits, or submit or consider any proposal for a new reservation deposit. Purchaser agrees to honor all reservations and Reservation Agreements, that have not otherwise cancelled, which exist as of the Closing.

(b) Enter into any new agreements with any brokers in connection with any prospective buyers for new reservation deposits from the date of this Agreement through the Closing Date, or earlier termination of this Agreement, without Purchaser's consent and Purchaser shall assume at the Closing all obligations under such agreements. There shall be no apportionment between Seller and Purchaser of any commission payments arising under such agreements and originating from prospective tenants who after the Closing Date become tenants of the Property. Purchaser shall pay all commissions and other financial obligations with respect to leases executed after the execution of this Agreement.

(c) Purchaser acknowledges that Seller is obligated to donate approximately 1,200 square feet of restaurant space at the Property to Indian River State College pursuant to the material lease terms attached hereto as Exhibit D. Purchaser acknowledges that the terms set forth in Exhibit D remain subject to the reasonable approval of Indian River State College; provided, however, the only obligations in the lease that Purchaser shall be required to donate to Indian River State College are: (i) the Base Rent of $42,000.00 annually; and (ii) the one time Tenant Improvement Allowance of $42,000.00, and Indian River State College shall be solely liable for all other costs and expenses related to the construction, occupancy and use of the donated restaurant space throughout the term of the lease. At Closing, Seller and Purchaser shall execute and record in the public records a memorandum of agreement pursuant to which Purchaser shall agree to grant such lease, and Purchaser shall indemnify, defend, and hold the Seller harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with any failure by Purchaser to grant such lease. The foregoing indemnification shall survive the Closing.

Section 8.02 Maintenance and Repairs. During the period from the Effective Date until the Closing Date, Seller shall cause the Property, and the Improvements, to be maintained in substantially the same manner as prior to the date of this Agreement pursuant to Seller's normal course of business. Seller shall not cause or make any new improvements, alterations, or demolition to the Property.

Section 8.03 Service Contracts. Following the Effective Date, Seller shall not enter into any new Service Contract which is not terminable on thirty (30) days prior notice without Purchaser's prior written consent, which may be withheld in Purchaser's sole discretion. Purchaser shall identify all Service Contracts to be terminated at or prior to the Closing within THIRTY (30) days after the Effective Date, and Seller shall, at its sole cost and expense, terminate the Service Contracts so identified. Purchaser shall assume all other Service Contracts (including any new Service Contracts entered into by Seller in accordance with this Section 8.03) (the "**Assumed Contracts**"). Notwithstanding the foregoing Seller shall terminate the Management Agreement and any leasing broker listing agreements for the Property effective as of the Closing.

Section 8.04 Municipal Agreement. Purchaser acknowledges that Seller, the City of Fort Pierce (the "**City**"), and the Fort Pierce Redevelopment Agency ("**FPRA**") are parties to that certain 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, as amended by that certain First Amendment to Amended and Restated Agreement for Development of King's Landing dated November 21, 2022, and recorded in Official Records Book 4919, Page 632, of the Public Records of St. Lucie County, and as amended by that certain Second Amendment to Amended and Restated Agreement for Development of King's Landing dated August 13, 2024, and recorded in Official Records Book 5192, Page 666, of the Public Records of St. Lucie County (collectively, as amended, the "**Municipal Agreement**"). Purchaser and Seller agree that this Agreement shall not become effective until Seller, the City, and FPRA have executed a third amendment to the Municipal Agreement (the "**Third Amendment**") approving this Agreement, and that the effective date of this Agreement shall be the date on which the Third Amendment is fully executed, delivered by the parties to it, and recorded in the public records of St. Lucie County, Florida ("**Effective Date**"). Purchaser and Seller also agree that this Agreement shall be subject to the applicable terms and conditions set forth in the Municipal Agreement, and that the Land will be conveyed at Closing subject to the Municipal Agreement. Seller will use commercially reasonable efforts to cause City and FPRA to acknowledge in the Third Amendment the delivery of items under the Municipal Agreement by Purchaser on behalf of Seller. If the Third Amendment is not executed on or before THIRTY (30) days from the full execution of this Agreement, then this Agreement shall terminate and be of no further force and effect. From and after the Effective Date, Purchaser shall comply with and perform the Seller's obligations under the Municipal Agreement, and Purchaser agrees that any failure to perform the Seller's obligations under the Municipal Agreement shall be a default under this Agreement. Purchaser shall also indemnify, defend, and hold the Seller harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with any failure by Purchaser to perform such obligations under the Municipal Agreement, and the foregoing indemnification shall survive the Closing or any earlier termination of this Agreement. Purchaser shall submit the Site Plan to the City for approval by no later than May 31, 2025.

ARTICLE IX
RISK OF LOSS

Section 9.01 Risk of Loss. If prior to the Closing Date any portion of the Property shall be taken by condemnation or eminent domain or damaged or destroyed by fire or other casualty, neither party shall have the right to cancel this Agreement, except as otherwise provided in Section 9.02 of this Agreement. If this Agreement is not terminated in strict accordance with such Section 9.02, Purchaser shall purchase the Property in accordance with this Agreement, and the Purchase Price shall not be reduced; provided, however, that Seller's rights to any award resulting from such taking or any insurance proceeds resulting from such fire or other casualty shall be assigned by Seller to Purchaser at the Closing. Purchaser shall also receive a credit against the Purchase Price for any deductible applicable under any insurance policy (less any reasonable sums expended by Seller for repair or restoration through the Closing Date). Purchaser and Seller hereby irrevocably waive the provision of any statute that provides for a different outcome or treatment if the Property shall be taken or damaged or destroyed by fire or other casualty.

Section 9.02 Major Taking or Casualty. If prior to the Closing Date any portion of the Property shall be: (a) taken by any condemnation or eminent domain which permanently and materially impairs the current use of the Property; or (b) damaged or destroyed by fire or other casualty and the cost of repair exceeds ONE HUNDRED THOUSAND and 00/100 Dollars ($100,000.00), then Purchaser may terminate this Agreement by giving Seller written notice thereof ("**Purchaser's Termination Notice**") FIFTEEN (15) days from the date Purchaser receives written notice of any such taking, fire, or other casualty. Upon receipt of Purchaser's Termination Notice, Seller shall refund to Purchaser the Deposit and upon such refund being made, this Agreement shall terminate and neither party shall have any further rights and/or obligations with respect to each other or this Agreement, except for any obligations that expressly survive termination of this Agreement.

ARTICLE X
NOTICES

Section 10.01 Delivery of Notices. Unless specifically stated otherwise in this Agreement, all notices, demands, consents, approvals, waivers, or other communications (for purposes of this Section 10.01 collectively referred to as "**Notices**") shall be in writing and delivered to Purchaser, Seller, or Escrow Agent, at the addresses set forth in Section 10.02, by one of the following methods:

(a) Personal delivery, whereby delivery is deemed to have occurred at the time of delivery;

(b) Overnight delivery by a nationally recognized overnight courier company, whereby delivery is deemed to have occurred the Business Day following deposit with the courier;

(c) Registered or certified mail, postage-prepaid, return receipt requested, whereby delivery is deemed to have occurred on the third Business Day following deposit with the U.S. Postal Service; or

(d) Electronic transmission (facsimile or email) provided that such transmission is completed no later than 5:00 p.m. Eastern on a Business Day.

Section 10.02 Parties' Addresses.

(a) Unless changed in accordance with Section 10.02(b) of this Agreement, the addresses for all communications and notices shall be as follows:

If to Seller:

Audubon Development, Inc.
P.O. Box 981
Palm Beach, FL 33480
Attn: Dale Matteson
Email: dale@audubondevelopment.com

With a copy to:

Jones Foster P.A.
350 Royal Palm Way, Suite 406
Palm Beach,. FL 33480
Attention: Ben Alexander
Email: balexander@jonesfoster.com

If to Purchaser:

Name: LIVE OAK HOLDINGS GROUP, LLC
Address: 100 N Laura Street, Suite 900, Jacksonville,
Fl 32202
Telephone:904-497-1500
Attention: Paul Bertozzi
Email:paulb@liveoakcontracting.com

With a copy to:

Name: Lippes Mathias, LLP
Address: 10151 Deerwood Park Blvd

Building 300, Suite 300

Jacksonville, Fl 32256
Telephone:904-660-0020
Attention: Christopher Walker
Email:cwalker@lippes.com
Facsimile:

If to Escrow Agent:

Name: Lippes Mathias, LLP
Address: 10151 Deerwood Park Blvd

Building 300, Suite 300
Jacksonville, Fl 32256
Attention: Christopher Walker
Email: cwalker@lippes.com
Facsimile:

(b) Any party may, by notice given in accordance with this Article, designate a different address or person for receipt of all communications or notices.

(c) Any notice under this Agreement may be given by the attorneys of the respective parties who are hereby authorized to do so on their behalf.

ARTICLE XI
REMEDIES

Section 11.01 Remedies.

(a) If Purchaser shall default in the observance or performance of Purchaser's obligations under this Agreement and the Closing does not occur as a result thereof (a "**Purchaser Default**"), Seller's sole and exclusive remedy shall be to retain the Deposit, and any interest earned thereon, as liquidated damages for Purchaser's Default, upon which this Agreement shall be terminated, and the parties shall be released from further liability to each other hereunder, except for those obligations and liabilities that are expressly stated to survive termination of this Agreement. SELLER AND PURCHASER AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO ESTIMATE THE DAMAGES WHICH SELLER MAY SUFFER UPON A PURCHASER DEFAULT AND THAT THE DEPOSIT AND ANY INTEREST EARNED THEREON, AS THE CASE MAY BE, REPRESENTS A REASONABLE ESTIMATE OF THE TOTAL NET DETRIMENT THAT SELLER WOULD SUFFER UPON A PURCHASER DEFAULT. SUCH LIQUIDATED AND AGREED DAMAGES ARE NOT INTENDED AS A FORFEITURE OR A PENALTY WITHIN THE MEANING OF APPLICABLE LAW.

(b) If Seller shall default in the performance of any of Seller's obligations to be performed under this Agreement and the Closing does not occur as a result thereof (a "**Seller Default**"), Purchaser's sole and exclusive remedy shall be to either: (i) terminate this Agreement by delivery of written notice to Seller and Seller shall return the Deposit to

Purchaser whereupon this Agreement shall terminate and neither party shall have any further rights or obligations with respect to each other or this Agreement, except those that are expressly provided in this Agreement to survive the termination hereof; or (ii) continue this Agreement and seek specific performance of Seller's obligations hereunder, provided that any such action for specific performance must be commenced within THIRTY (30) days after such default. Notwithstanding the foregoing, if Seller shall willfully default in its obligation to close the transaction hereunder on the Closing Date and specific performance shall not be a legally available remedy to Purchaser as a result thereof, then Purchaser shall: (x) have the right to receive a return of the Deposit; and (y) be entitled to (and Seller shall reimburse Purchaser for) Purchaser's Costs (which reimbursement obligation shall survive the termination of this Agreement). The term "**Purchaser's Costs**" is defined for the purpose of this Agreement as the expenses, if any, actually incurred by Purchaser from and after the Effective Date for: (i) title examination, survey, and municipal searches, including the issuance of Purchaser's Title Commitment and any continuation thereof, without issuance of a title insurance policy; (ii) fees paid to Purchaser's engineer for preparing any environmental and engineering reports with respect to the Property; and (iii) the actual and reasonable third-party costs incurred by Purchaser in connection with the negotiation of this Agreement and Purchaser's due diligence with respect to the Property, including, without limitation, reasonable attorneys' fees; provided, however that in no event shall the Purchaser's Costs exceed FIVE HUNDRED THOUSAND and 00/100 Dollars ($500,000.00).

(c) Upon the release of the Deposit to Purchaser (if applicable) and reimbursement of Purchaser's Costs (if applicable), this Agreement shall be deemed null and void and no party hereto shall have any obligations to, or rights against, the other hereunder, except as expressly provided herein.

ARTICLE XII
INTENTIONALLY OMITTED

ARTICLE XIII
CONFIDENTIALITY AND PRESS RELEASE

Section 13.01 Confidentiality. Each party covenants and agrees not to communicate: (a) the terms or any aspect of this Agreement and the transactions contemplated hereby; and (b) the content of any and all information in respect of the Property which is supplied by either party (collectively, the "**Confidential Information**") to any person or entity, without the express written consent of such party; provided, however, that a party may, without consent, disclose the Confidential Information: (i) to its respective advisors, consultants, attorneys, accountants, partners, investors, and lenders (the "**Transaction Parties**") without the express written consent of the disclosing party, so long as any such Transaction Parties to whom disclosure is made shall also agree to keep all such information confidential in accordance with the terms hereof; (ii) to the City, the FPRA, or otherwise as required to perform the obligations required by the Municipal Agreement, and (iii) if disclosure is required by law or by regulatory or judicial process or pursuant to any regulations promulgated by the New York Stock Exchange or other

public exchange for the sale and purchase of securities, provided that in such event the disclosing party shall notify the other party in writing of such required disclosure, shall exercise all commercially reasonable efforts to preserve the confidentiality of the Confidential Information, including, without limitation, reasonably cooperating with the other party to obtain an appropriate order or other reliable assurance that confidential treatment shall be accorded such Confidential Information by such tribunal and shall disclose only that portion of the Confidential Information which it is legally required to disclose. The foregoing confidentiality obligations shall not apply to the extent that any such Confidential Information is a matter of public record or is provided in other sources readily available to the real estate industry other than as a result of disclosure by a party or its Transaction Parties. Each party shall indemnify, defend, and hold the other party harmless from, any and all claims, losses, damages, liabilities, and expenses (including, without limitation, reasonable attorneys' fees and disbursements) arising in connection with such party's obligations under this Section 13.01 and/or the disclosure of any Confidential Information by such party and/or by such party's Transaction Parties in violation of this Section 13.01.

Section 13.02 Return or Destruction of Confidential Information. As of the Closing Date or in the event of a termination of this Agreement, if applicable, such confidentiality shall be maintained by the parties and all Confidential Information in accordance with the written request of either party shall be either promptly: (a) returned to the disclosing party; or (b) destroyed by the nondisclosing party, with any such destruction confirmed in writing.

Section 13.03 No Press Release; Publicity. Prior to the Closing Date: (a) no press releases or public statements shall be issued or made by either Seller or Purchaser with respect to the transactions contemplated by this Agreement; and (b) Purchaser and Seller shall confer and agree on a press release to be issued jointly by Purchaser and Seller disclosing the transaction and the appropriate time for making such release. At no time, whether prior to or following the Closing Date, shall either Purchaser or Seller issue any press releases (or other public statements) with respect to the transactions contemplated in this Agreement which disclose the Purchase Price or contain any mention of the other Party to this Agreement without the approval of such other Party, which approval may be withheld in such other Party's sole and absolute discretion.

Section 13.04 Survival. The provisions of this Article shall survive the Closing or earlier termination of this Agreement.

ARTICLE XIV
BROKERS

Section 14.01 Brokers. Purchaser and Seller each represent and warrant to each other that they dealt with no broker in connection with, nor has any broker had any part in bringing about this transaction.

Section 14.02 Survival. The provisions of this Article XIV shall survive the Closing or the termination of this Agreement prior to the Closing.

ARTICLE XV
MISCELLANEOUS

Section 15.01 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Florida

Section 15.02 Merger; No Representations. This Agreement constitutes the sole and entire agreement of the parties to this Agreement with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. This Agreement is entered into after full investigation, no party is relying upon any statement or representation, not set forth in this Agreement, made by any other party.

Section 15.03 No Survival. Except as otherwise provided in this Agreement, no representations, warranties, covenants, or other obligations of Seller set forth in this Agreement shall survive the Closing and no action based thereon shall be commenced after the Closing.

Section 15.04 Business Days. Whenever any action must be taken (including the giving of notices) under this Agreement during a certain time period (or by a particular date) that ends or occurs on a nonbusiness day, then such period (or date) shall be extended until the next succeeding Business Day. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, a Sunday, or a legal holiday on which national banks are not open for general business in the State of Florida.

Section 15.05 Modifications and Amendments. This Agreement cannot under any circumstance be modified or amended orally and no agreement shall be effective to waive, change, modify, terminate, or discharge this Agreement, in whole or in part, unless such agreement is in writing and is signed by both Seller and Purchaser.

Section 15.06 Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs or successors and permitted assigns. Purchaser shall have the right to assign, transfer, or convey its rights and obligations under this Agreement or in the Property, without the prior written consent of Seller, to: (i) an affiliate or related entity of Purchaser under the majority ownership and control of the principals of Purchaser; (ii) Hotel Owner; or (iii) Primary Owner; provided, however, that any assignee shall assume all Purchaser's obligations hereunder and succeed to all Purchaser's rights and remedies hereunder, written notice to Seller of the assignment and assumption must be delivered to Seller prior to the Closing, and Purchaser shall be released from its obligations under this Agreement, specifically excluding any of Purchaser's indemnification obligations and its obligations as to the Municipal Agreement with the City under this Agreement, for which Purchaser shall remain obligated.

Section 15.07 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect, invalidate, or render unenforceable any other term or provision of this

Agreement. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement be consummated as originally contemplated to the greatest extent possible.

Section 15.08 Further Assurances. Each of the parties hereto shall execute and deliver such additional documents, instruments, conveyances, and assurances and take such further actions as may be required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby, provided such documents are customarily delivered in real estate transactions in the State of Florida and do not impose any material obligations upon any party hereunder except as set forth in this Agreement.

Section 15.09 Counterparts. This Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original for all purposes, but all such counterparts shall together constitute but one and the same instrument.

Section 15.10 Headings. The captions or paragraph titles contained in this Agreement are for convenience and reference only and shall not be deemed a part of the text of this Agreement.

Section 15.11 No Waivers. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party providing the waiver. No waiver by either party of any failure or refusal to comply with any obligations under this Agreement shall be deemed a waiver of any other or subsequent failure or refusal to so comply.

Section 15.12 No Offer. This Agreement shall not be deemed an offer or binding upon Seller or Purchaser until this Agreement is fully executed and delivered by Seller and Purchaser.

Section 15.13 Waiver of Jury Trial. SELLER AND PURCHASER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER ARISING IN TORT OR CONTRACT) BROUGHT BY SUCH PARTY AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT.

Section 15.14 Time of the Essence. The parties hereto acknowledge and agree that, except as otherwise expressly provided in this Agreement, TIME IS OF THE ESSENCE for the performance of all actions (including, without limitation, the giving of Notices, the delivery of documents, and the funding of money) required or permitted to be taken under this Agreement. Whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement, prior to the expiration of, by no later than, or on a particular date, unless otherwise expressly provided in this Agreement, such action must be completed by 11:59 p.m. Eastern on such date, provided that such action must be completed by 4:00 p.m.

Eastern with respect to the payment of the balance of the Purchase Price and other payments by Purchaser on the Closing Date. However, notwithstanding anything to the contrary herein, whenever action must be taken (including, without limitation, the giving of Notice, the delivery of documents, or the funding of money) under this Agreement prior to the expiration of, by no later than, or on a particular date that is not a Business Day, then such date shall be extended until the immediately following Business Day.

Section 15.15 Force Majeure Event. Is hereby defined as any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, acts of war, terrorism, terrorist activities, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotions, fire, flood, tornado, hurricane earthquake or other casualty, pandemic, and other causes beyond the reasonable control of the party obligated to perform under this Agreement (collectively, a "**Force Majeure Event**"). Except as otherwise set forth herein, a Force Majeure Event shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage and, therefore, if this Agreement specifies a time period for performance of an obligation of either party, that time period shall be extended by the period of any delay in such party's performance caused by a Force Majeure Event. In the event a Force Majeure Event prevents performance by a party, such party shall give written notice to the other party within five (5) days after the commencement of the Force Majeure Event, which notice shall identify the nature and expected duration of the Force Majeure Event.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

PURCHASER:

LIVE OAK HOLDINGS GROUP, LLC, a Florida limited liability company

By: _____
Name: Paul Bertozzi
Title: President

SELLER:

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: Dale Matteson _____
Name: Dale Matteson
Title: President and CEO

Exhibit A

Legal Description

PARCEL A:

Being a parcel of land lying in Block "A", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189 of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said AARON LEE'S MAP OF FORT PIERCE and being a 50.00-foot-wide Public Right-of-Way), a distance of 254.00 feet to the Southwest corner of Lot 2 of said Map of Fort Pierce, said corner being the POINT OF BEGINNING; thence North 18°44'11" West, along the West line of Lots 2 and 1 and East Right-of-Way line of said 2nd Street a distance of 69.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said bulkhead the following (5) courses and distances: North 56°42'22" East, a distance of 44.68 feet; thence North 65° 10'23" East, a distance of 179.28 feet; thence North 74 04'13" East, a distance of 71.16 feet; thence North 63 51'02" East, a distance of 224.31 feet; thence North 61 33'56 East, a distance of 29.63 feet to a point on the Westerly Right-of-Way line of Indian River Drive (s variable width Right-of-Way), as shown on the State of Florida State Road Department Right-of-Way Map Section 94500, last revised October 5, 1960; thence South 18 43'54" East, along said Westerly Right-of-Way line, a distance of 491.42 feet to a point on the Easterly prolongation of the Southerly line of said Lot 2, and Lot 3, said Block F; thence South 71 18'49" West, along said Easterly prolongation, and the South line of Lot 3, and 2, a distance of 457.21 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL B (NORTH):

Being a parcel of land lying in Block "A" and a portion of Lot 1, Block "B", according to AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, of the Public Records of St. Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed North 18°44'11" West along the West line of Block F and the East Right-of-Way line of North 2nd Street (formerly known as Pine Street, as shown on said and being a 60.00-foot-wide Public Right-of-Way), a distance of 323.41 feet to a point of intersection with the East Right-of-Way line of the adjusted North 2nd Street; thence North 32°17'09" West, along said East Right-of-Way line, a distance of 371.24 feet to a point on the 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence continue North 32°17'09" West, a distance of 44.51 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead, said point being the POINT OF BEGINNING; thence North 32°17'09" West, departing said Creek, and along said East Right-of-Way line , a distance of 53.76 feet to a point on the West line of Lot 1, Block "B"; thence North 18°44'11" West, a distance of 67.04 feet to the Northwest corner of said Lot 1, and a point on the South Right-of-Way line of Avenue C (formerly known as Seminole Avenue as shown on said AARON LEE'S MAP OF FORT PIERCE); thence North 71°02'48" East, departing said Northwest corner and along said South Right-of-Way line, a distance of 304.27 feet to the West line of the East 92.7 feet of Lot 1 of Block "A" of said AARON LEE'S MAP OF FORT PIERCE; thence South 18°43'54" East, a distance of 103.40 feet to a point on the Northerly 3.50-foot-wide concrete bulkhead bounding Moore's Creek; thence along said concrete bulkhead the following (4) courses and distances: South 74°39'15" West, a distance of 51.85 feet; thence South 65°37'46" West, a distance of 181.91 feet; thence South 70°48'08" West, a distance of 53.29 feet; thence South 53°00'56" West, a distance of 5.89 feet to the POINT OF BEGINNING.

TOGETHER WITH PARCEL C (WEST):

A parcel of land being Lots 5 and 6 of Block "E", portions of Lots 7 and 8 of Block "E", a portion of Avenue "B: as shown on AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 189, together with Lot 1 and the West 3.50 feet of Lot 2 of the New Subdivision Block E of AARON LEE'S MAP OF FORT PIERCE, as recorded in Plat Book 1, Page 192 of the Public Records of St.

Lucie County, Florida, being more particularly described as follows:

Commencing at the Southwest corner of Lot 8, Block F, of said AARON LEE'S MAP OF FORT PIERCE, proceed South 71°18'49" West, along the Easterly prolongation of the South line of Block "E" and along said South line, a distance of 310.00 feet to the POINT OF BEGINNING: thence continue along said South Block line South 71°25'01" West, a distance of 8.93 feet to a point on the East Right-of-Way line of the Florida East Coast Railroad as shown on the Station Map, Southern Division, Florida East Coast Railway Company Flagler System Station 12741+93.7 to Station 12796+90.0, dated September 5, 1944; thence North 18°21'33" West, along said Easterly Right-of-Way line, a distance of 400.00 feet (to) a point on the North line of Lot 7, said Block "E", said North line also being the South Right-of-Way line of Avenue "B", being formerly known as Tropical Avenue as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE (a 65.00-foot-wide Right-of-Way); thence South 71°18'49" West, a distance of 42.46 feet; thence North 18°49'01" West, a distance of 65.00 feet; thence North 71°18'49"East, a distance of 40.00 feet; thence North 18°49'01" West, a distance of 72.51 feet to a point on the South Top of Bank of Moore's Creek; thence along said South Top of Bank the following (4) courses and distances; North 49°57'34" East, a distance of 64.50 feet; thence North 33°59'38" East , a distance of 70.44 feet; thence North 31°08'29" East, a distance of 82.06 feet; thence North 0°15'54" East, a distance of 14.97 feet to a point on the Westerly Right-of-Way line of the adjusted 2nd Street (a 60.00 -foot-wide Public Right-of-Way); thence South 32°17'09" East, along said Westerly Right-of-Way line, a distance of 320.88 feet to a point on the Westerly Right-of-Way line of 2nd Street as shown on aforementioned AARON LEE'S MAP OF FORT PIERCE; thence South 18°44'11" East, along said Westerly Right-of-Way line, a distance of 8.92 feet to a point on the Southerly line of Lot 1, said Block "E"; thence South 71°18'49" West, along said Southerly line, a distance of 146.50 feet to a point of intersection with a line lying and being 3.50 feet East of and parallel with the West line of Lot 2, said Block "E"; thence South 18°44'11" East, a distance of 50.00 feet to the South line of said Lot 2, said line also being the North line of Lot 3, said Block "E"; thence South 71°18'49" West, along said North Lot line, a distance of 3.50 feet to the West line of said Lot 3; thence South 18°44'11" East, along the West line of Lots 3 and 4 and the Southerly prolongation thereof, a distance of 115.00 feet to a point on a line lying and being 15.00 feet South of and parallel with the Northerly Right-of-Way line of Church Street, formerly know as Palm Terrace on the aforementioned AARON LEE'S MAP OF FORT PIERCE (a 50.00-foot-wide Right-of-Way); thence South 71°18'49" West, along said parallel line, a distance of 100.00 feet to a point of intersection with the Northerly prolongation of the West line of Lot 9, said Block "E"; thence South 18°44'11" East, along said prolongated line and West line of Lot 9 a distance of 185.00 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Lots 1 through 10, King's Lane (Private Access Tract), and Drainage Tract, Villas at Kings Landing, according to the plat thereof as recorded in Plat Book 119, Pages 11 and 12, Public Records of St. Lucie County, Florida.

Exhibit B

DUE DILIGENCE MATERIALS CHECKLIST

Seller shall provide responses and/or copies for all items listed herein below regarding the Property. Please note that in the event Seller does not have any information and/or documentation pertaining to any of the items listed below, please indicate same by stating "**None**" next to such items.

Real Property Considerations:

- Legal description of the Property owned by Seller – **See Exhibit A to this Agreement.**
- Existing title policies – **Owner's Title Policy delivered to the Buyer by email on February 19, 2025.**
- Existing surveys – **Survey (as defined in the Agreement) delivered to the Buyer by email on February 19, 2025.**
- Zoning approvals, variances or use permits – **None.**
- All notes, mortgages, deeds of trusts and other interests (other than the reservations discussed below) granted to third parties in respect to the Property – **None.**
- All unrecorded easements and rights of way owned or granted by Seller for the Property – **None.**
- Confirmation of public access to Property – **None.**
- All encroachments from or onto Seller's property, access restrictions, and violations of buildings set-back requirements – **See the Survey.**
- Description of all recent completed construction and construction in progress – **None.**
- Utilities access and metering (electric, cable, gas, water, sewer) – **None.**
- List of personal property included in the sale – **None.**

Contracts Agreements:

- New construction, improvements, repair and maintenance contracts – **None.**
- Service and maintenance agreements – **None.**
- Patent and copyright licensing agreements and the like – **None.**
- All agreements and instruments securing indebtedness, e.g., mortgages, installment sales contracts, notes, deeds of trust, security agreements, pledge agreements and guarantee agreements – **None.**
- Open purchase orders or other documents constituting agreements to purchase goods or services – **None.**
- Copies of all contracts currently in place – **None.**
- Master list of all existing reservations for the Property. – **Schedule of current reservations delivered to the Buyer by email on February 21, 2025.**

Environmental Considerations:

- All documents relating to the inspection of the Property for asbestos, PCB's and other environmental, health or other hazards and the abatement of any such hazards; including all documents related to any inspection of the water supplies to the Property or condition of drinking water to the Property – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**

- All documents relating to the Seller's compliance with, or potential, alleged or actual violation of, any state, federal, local or regional statute, code, regulation, ordinance, resolution, order, judgment or ruling or any common law doctrine pertaining to the disposal, release, movement, storage or handling of any hazardous substance and any petroleum product or any material regulated or controlled under any federal, state or local enactments addressing preservation of the environment – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**
- All Phase I and Phase II environmental reports – **All existing environmental documentation in the Seller's possession delivered to the Buyer by email on February 19. 2025.**
- Infectious or hazardous waste disposal agreements – **None.**

Insurance Information:

- List and descriptions of pending or threatened insurance claims – **None.**
- List of all current outstanding claims, insurance coverage available and reserves established regarding same – **None.**

Litigation and Liabilities:

- Schedule of all existing and reasonably imminent or threatened judicial and arbitration proceedings (including, without limitation, tort, breach of contract, EEOC, workers' compensation, unemployment compensation claims, wage and hour complaints), identifying opposing parties, nature of claim, counsel for both sides, insurance coverage status and likely exposure. As to existing litigation, provide identification of counsel for each party, assessment of status, claim and defense prepared by Seller's counsel – **None.**
- Schedule of all known contingent liabilities – **None.**
- Schedule of all administrative proceedings (whether federal, state or local), pending or threatened – **None.**
- Schedule of all governmental investigations or inquiries, pending or threatened – **None.**
- Schedule of all labor disputes – **None.**
- Description of all agreements with collection agencies and similar organizations regarding current litigation, assignment and collection guidelines on accounts receivable – **None.**
- Description of any injunctions, court orders or consent decrees to which Seller is a party – **None.**

Regulatory:

- All business licenses or permits (including without limitation, operationally required licenses, limited sales tax permits, certificates of occupancy, pollution control permits, boiler permits, elevator permits, parking structure permits, etc.) – **None.**
- Building Code compliance – **None.**
- All correspondence and filings with federal, state, local and any other regulatory bodies or agencies – **All such correspondence in the Seller's possession was delivered to the Buyer by email on February 19, 2025.**
- Description of all multi-party contracts and agreements regarding pricing or delivery of services – **None.**

- Copies of all manuals, policies and similar information relating to compliance with regulatory requirements – **None.**

Miscellaneous:

- List of patents, trademarks, trade names, service marks, trade secrets, or copyright materials – **None.**
- Description of any construction projects – **None.**
- Evidence of planning and zoning approvals including licensing approvals received to date for any construction project – **None.**
- Architect, general contractor or other contracts relating to any construction project – **None.**

Exhibit C

Groundwater Monitoring Well Abandonment Report

[attached on the following pages]

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
Geotechnical Engineering
Construction Materials Testing
Environmental Consulting

August 28, 2023
File No. 22-156

Florida Department of Environmental Protection
Southeast District
3301 Gun Club Road, MSC 7210-1
West Palm Beach, Florida 33406

Attention: Ms. Nikol Havranek

Subject: GROUNDWATER MONITORING WELL ABANDONMENT REPORT
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. INDIAN RIVER DRIVE
FORT PIERCE, ST. LUCIE COUNTY, FLORIDA
WASTE CLEANUP ID NO. ERIC_6906, COM_8363

Dear Ms. Havranek:

Andersen Andre Consulting Engineers, Inc. (AACE) is pleased to submit this report which documents the abandonment of nine (9) groundwater monitoring wells at the above referenced project site. The scope of service was designed to fulfill the requirements that all groundwater monitoring wells must be properly abandoned as outlined in the Florida Department of Environmental Protection's (FDEP) "Site Rehabilitation Completion Order" letter dated August 4, 2023. A copy of this correspondence is attached hereto.

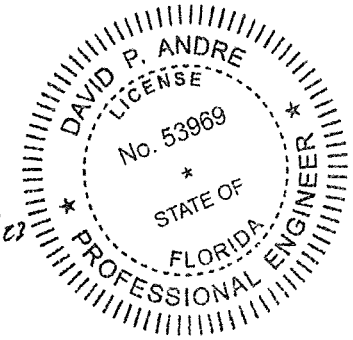
On August 15, 2023, an AACE representative was on-site to oversee the abandonment of the groundwater monitoring wells. The 2-inch diameter wells were originally installed to the depths indicated on the table below. The locations of the monitoring wells are shown on the attached Well Location Plan. The well abandonments were performed by Down the Hole Testing & Drilling, Inc. of Port St. Lucie, Florida, a licensed well contractor (License No. 11352). Each of the wells was filled with neat cement utilizing a tremie pipe in accordance with Florida Administrative Code 62-532.500(5), cut flush with the ground surface and covered with the surrounding soil. Copies of the well abandonment reports are attached hereto.

Well No.	Relative Top of Casing Elevation	Total Well Depth (Referenced from Ground Surface)
MW-1	11.97'	12'
MW-2	12.92'	12'
MW-3	12.84'	12'
MW-4	1289'	12'
MW-5	13.15'	12'
MW-6	12.30'	12'
MW-7	12.43'	12'
MW-8	12.00'	12'
MW-9	12.27'	12'

It has been a pleasure assisting you with this project. Should you have any questions regarding this report, or if we may be of any further assistance, please contact us.

Best regards,
ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

David P. Andre, P.E.
Principal Engineer
FL Reg. No. 53969
8/28/23



cc: Mr. Dale Matteson - Audubon Development
Mr. David Baggett, P.E. - EDC
Mr. Gregory Lewis - Conkling & Lewis

Attachments: FDEP Site Rehabilitation Completion Order (August 15, 2023)
Well Location Plan
Well Abandonment Reports

FLORIDA DEPARTMENT OF Environmental Protection

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

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Shawn Hamilton
Secretary

August 4, 2023

VIA ELECTRONIC MAIL: ldobbins@deanmead.com

W. Lee Dobbins
Dean, Mead, Minton & Zwemer
1903 South 25th Street, Suite 200
Fort Pierce, Florida 34947

Subject: **Site Rehabilitation Completion Order (SRCO)**
KINGS LANDING (FKA H.D. KING POWER PLANT)
301 N. Indian River Drive
Fort Pierce, St. Lucie County, Florida
Site ID: ERIC_6906 (formerly COM_82363); BF561101001

Dear Mr. Dobbins:

The Florida Department of Environmental Protection (Department), Southeast District, has reviewed the Natural Attenuation Monitoring Plan (NAMP) Year No. 1, Event No. 2 (Y1E2) dated July 20, 2023 (received July 21, 2023), prepared and submitted by Andersen Andre Consulting Engineers, Inc. (AACE) for the property referenced above. Maps showing the location of the Site and the former location of the "contaminated site" (i.e., contaminant plume) for which this Order is being issued are attached as Exhibit 1 and 2 and are incorporated by reference herein.

The contamination, which was reported via Phase I Environmental Site Assessment dated December 7, 2007, consisted of 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 subject site subsequently entered into a Brownfields Site Rehabilitation Agreement (BSRA) on November 29, 2012. The NFA Proposal 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 July 2023 NAM activities and other submitted documents, the Department has reasonable assurance that you have met the criteria in Chapter 62- 780, F.A.C. The submittals indicate that soil and groundwater contaminant concentrations are below the applicable Soil Cleanup Target Levels and Maximum Concentration Limits or Groundwater Cleanup Target Levels as adopted in

Chapter 62-777, F.A.C. (Effective date April 17, 2005.) Therefore, you have satisfied the site rehabilitation requirements for the above referenced contaminated site and are released from any further obligation to conduct site rehabilitation at the contaminated site, except as set forth below. See attached Exhibit 3, incorporated by reference herein, which includes information regarding the contaminants, affected media, and applicable cleanup target levels for the contaminated site that is the subject of this Order.

Failure to meet the following requirement will result in the revocation of this Order:

(a) You are required to properly plug and abandon all monitoring wells, injection wells, extraction wells, and sparge wells, unless these wells are otherwise required for compliance with a local ordinance or another cleanup, within 60 days of receipt of this Order. The wells must be plugged and abandoned in accordance with the requirements of Rule 62-532.500(5), F.A.C. A Well Plugging Report shall be submitted within 30 days of well plugging.

Further, in accordance with Section 376.30701(4), Florida Statutes (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;

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

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until a subsequent order of the Department. Because the administrative hearing process is designed to formulate final agency action, the subsequent order may modify or take a different position than this action.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rules 28-106.201 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov. Also, a copy of the petition shall be mailed to the addressee of this order at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the addressee of this order must be filed within **21** days of receipt of this written notice. Petitions filed by any persons other than the addressee of this order must be filed within **21** days of publication of the notice or within **21** days of receipt of the written notice, whichever occurs first.

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver may not apply to persons who have not received a clear point of entry.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an

administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@FloridaDEP.gov, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (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 must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Questions

Any questions regarding the Department's review of the Natural Attenuation Monitoring Plan (NAMP) Year No. 1, Event No. 2 (Y1E2) and No Further Action (NFA) Proposal, dated July 20, 2023, should be directed to Nikol Havranek at (561) 681-6656 or by email at Nikol.Havranek@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.

EXECUTION AND CLERKING
Executed in West Palm Beach, Florida.
STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION



Norva Blandin, MSEM
Program Administrator
Permitting & Waste Cleanup Program
Southeast District

Enc:
Exhibit 1: Site Map

Exhibit 2: Monitoring Well Location Map
Exhibit 3: Summary of Groundwater Data

CERTIFICATE OF SERVICE
The undersigned duly designated deputy clerk hereby certifies that this document and all attachments were sent on the filing date below to the following listed persons:

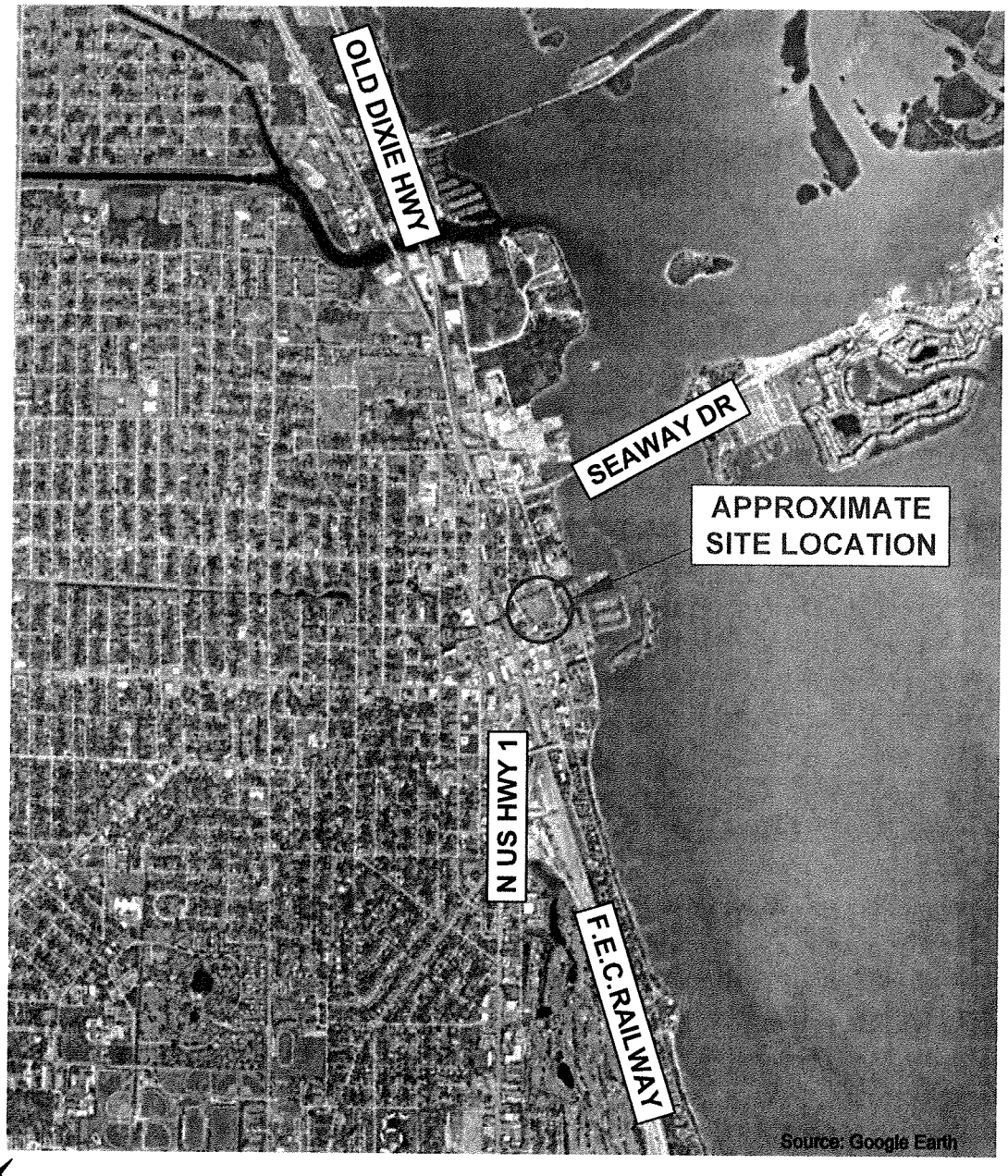
cc: David P. Andre, P.E., dandre@aaceinc.com
G. Lewis, glewis@conklingandlewis.com
Kenny Lewis, KLewis@conklingandlewis.com
Dale Matteson, Audubon Development, dale@audubondevelopment.com
David Baggett, EDC, Inc., davidbaggett@edc-inc.com
Brad Currie, EDC, Inc., bradcurrie@edc-inc.com
Nick Mimms, City of Fort Pierce, nmimms@cityoffortpierce.com
Shyanne Helms, City of Fort Pierce, shelms@cityoffortpierce.com
Jesse Markle, SFWMD, jmarkle@sfwmd.gov
Gary Priest, SFWMD, gpriest@sfwmd.gov
Kelly Crain, FDEP, Kelly.crain@floridadep.gov
Indarjit Jagnarine, FDEP, indarjit.jagnarine@floridadep.gov
Leah J. Smith, FDEP, leah.j.smith@floridadep.gov
Norva Blandin, FDEP-SED, norva.blandin@floridadep.gov
Nikol Havranek, FDEP, Nikol.Havranek@FloridaDEP.gov

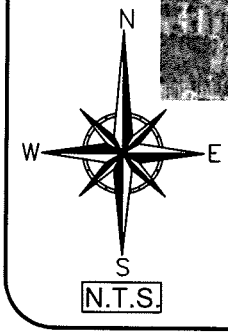
FILING AND ACKNOWLEDGMENT
FILED, on this date, pursuant to Section 120.52, F. S., with the designated Department Clerk, receipt of which is hereby acknowledged.

Vanessa Osborne
Clerk

08/04/2023
Date

EXHIBIT 1





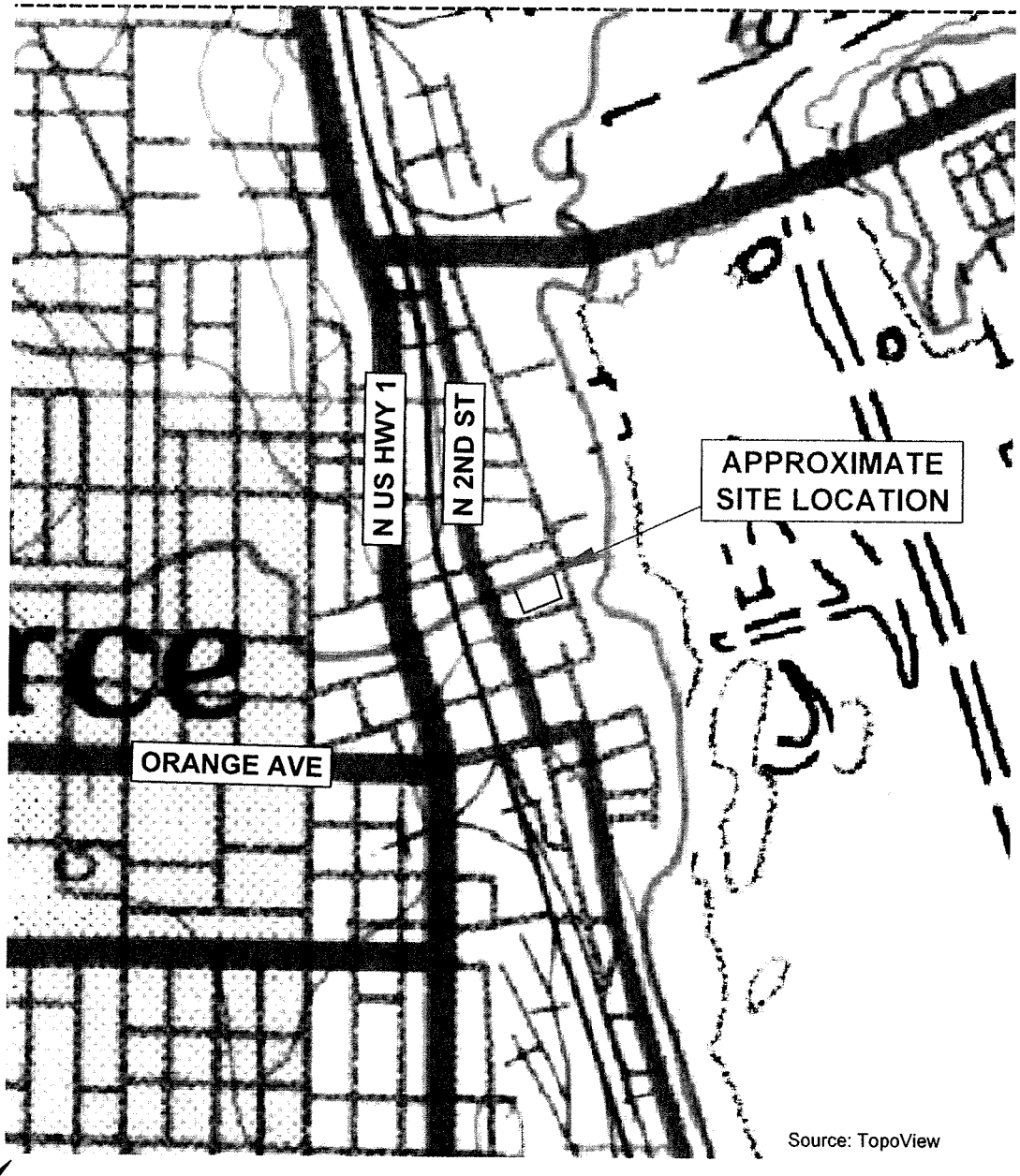
N.T.S.

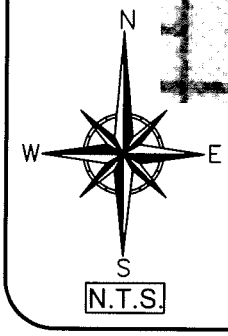
...within
Section 10, Township 35 South, Range 40 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.

834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

SITE LOCATION MAP	Drawn by: CHA	Date: July 2023
NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Checked by: DPA	Date: July 2023
	AACE File No: 22-156	**Figure No. 1**





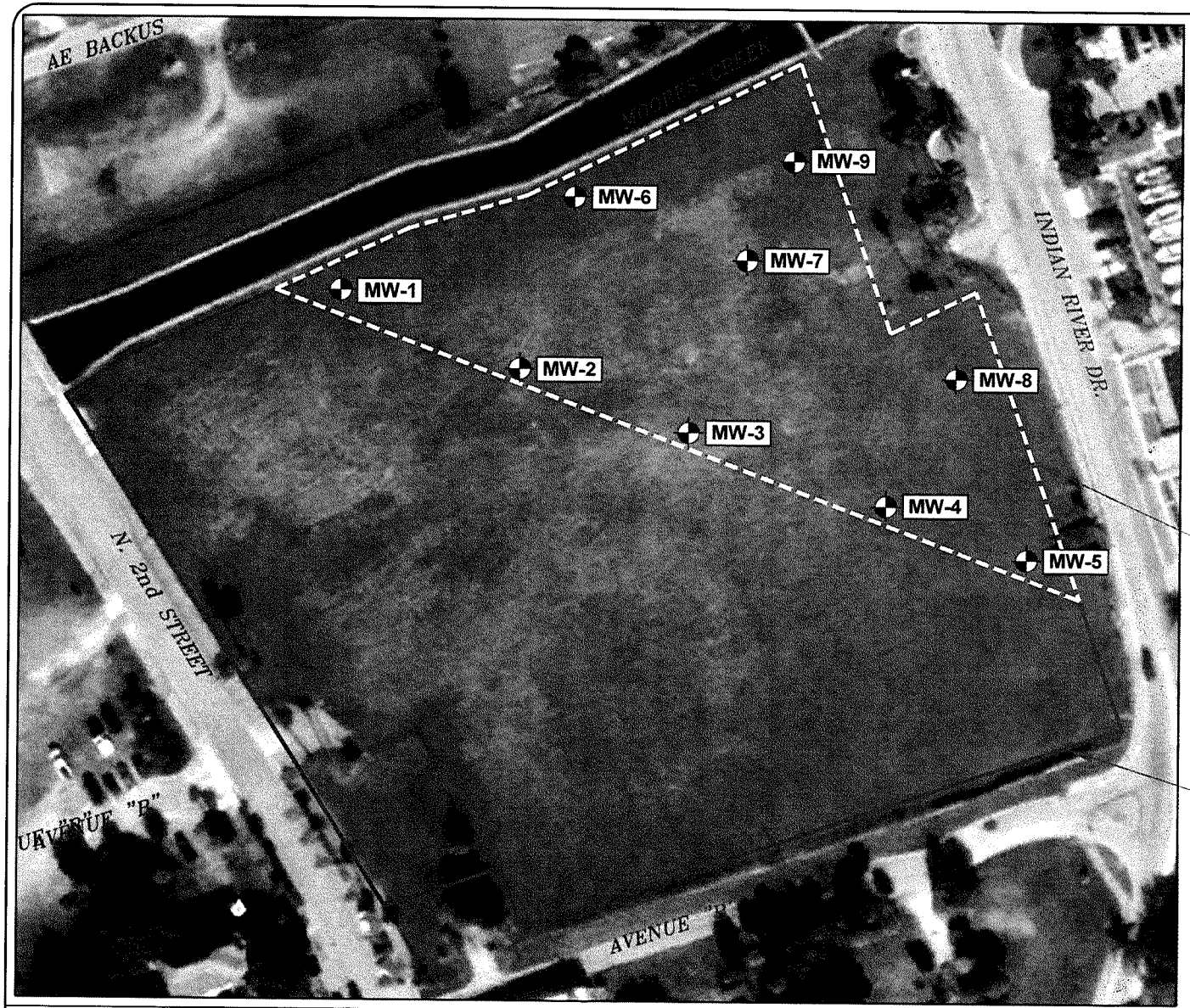
1986 USGS Quadrangle Map of "Fort Pierce, Florida"

...within
Section 10, Township 35 South, Range 40 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC.
834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com

USGS TOPOGRAPHIC MAP NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Drawn by: CHA	Date: July 2023
	Checked by: DPA	Date: July 2023
	AACE File No: 22-156	**Figure No. 2**

EXHIBIT 2



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APPROXIMATE SCALE [11x17]: 1"=60'

30 60 120

FEET

...within
Section 31, Township 46 South, Range 42 East

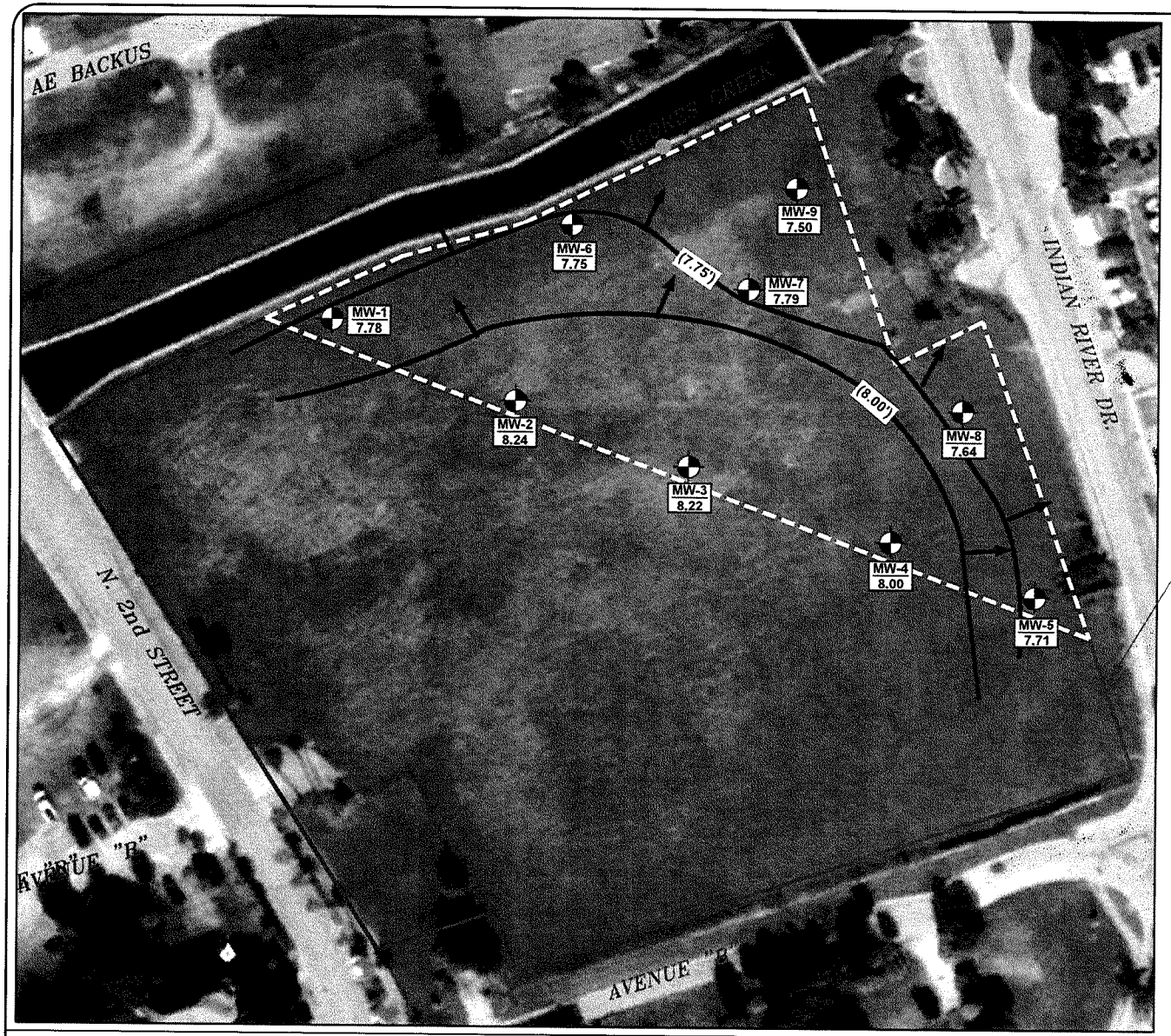
LEGEND

MW-# Approximate Monitoring Well Location

GROUNDWATER RESTRICTED AREA

SUBJECT PROPERTY BOUNDARY

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com	MONITORING WELL LOCATION PLAN	NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Drawn by: CHA Checked by: DPA AACE File No: 22-156	Date: July 2023 Date: July 2023 **Figure No. 3**



LEGEND

- MW-# / 7.78 — Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)
- B.M. = 10.00 — Assumed Benchmark Elevation (Paint Mark on Concrete Bulkhead Pile Cap)
- (7.75') — Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)
- Approximate Monitoring Well Location w/ Relative Groundwater Elevation (7/5/23)

SUBJECT PROPERTY BOUNDARY

N
W E
S

APPROXIMATE SCALE [11x17]: 1"=60'
30 60 120
FEET

...within
Section 31, Township 46 South, Range 42 East

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com	GROUNDWATER CONTOUR MAP (7/5/23)	NATURAL ATTENUATION MONITORING PLAN, EVENT #2 KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Drawn by: CHA / Date: July 2023 Checked by: DPA / Date: July 2023 AACE File No: 22-156 **Figure No. 4**

EXHIBIT 3

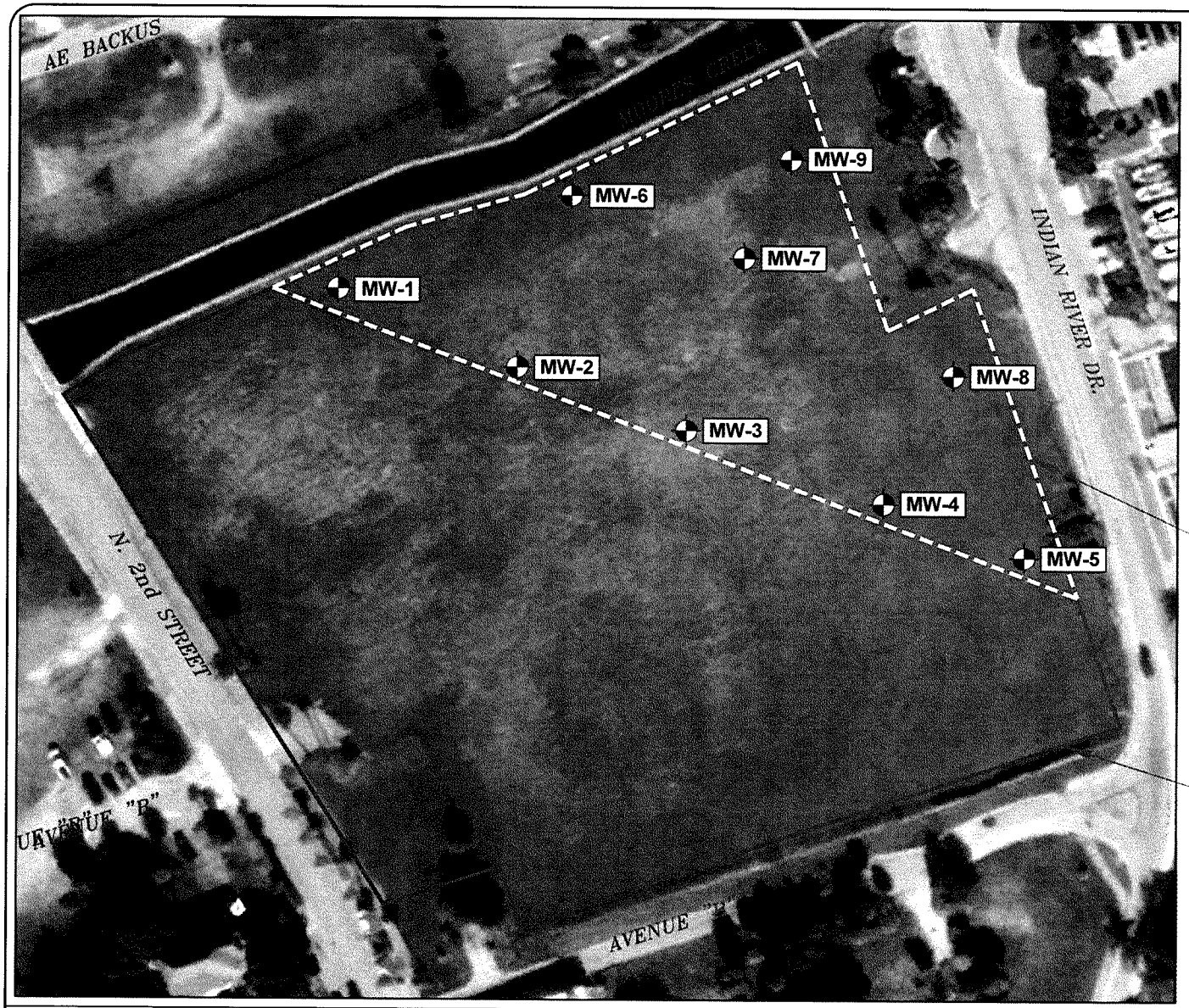
Table 1: July 5, 2023 Groundwater Levels

Piezometer No.	Relative Top of Casing Elevation	Total Depth (Referenced from Ground Surface)	Depth to Groundwater (Referenced from Ground Surface)	Relative Water Table Elevation
MW-1	11.97'	12'	4.45'	7.52'
MW-2	12.92'	12'	4.43'	8.49'
MW-3	12.84'	12'	4.33'	8.51'
MW-4	12.89'	12'	4.67'	8.22'
MW-5	13.15'	12'	5.35'	7.80'
MW-6	12.30'	12'	4.61'	7.69'
MW-7	12.43'	12'	4.61'	7.82'
MW-8	12.00'	12'	4.20'	7.80'
MW-9	12.27'	12'	4.82'	7.45'

Table 2: Summary of Groundwater Analytical Test Results (July 5, 2023)

Monitoring Well I.D.	Parameter Detected (µg/L)		
	Fluorene	**Naphthalene**	**Vanadium**
MW-1	0.023 U	0.046 U	**37**
MW-2	0.023 U	0.046 U	**48**
MW-3	0.023 U	0.046 U	**32**
MW-4	0.023 U	0.046 U	**9.7**
MW-5	0.023 U	0.046 U	**270**
MW-6	**0.033i** [1]	0.046 U	**24**
MW-7	0.023 U	**2.00**	**9.9**
MW-8	0.023 U	0.046 U	**12**
MW-9	0.023 U	0.046 U	**1.8i**
GCTL[2]	**280**	**14**	**49**
NADS[3]	**2800**	**140**	**NA**

Notes:
All concentrations reported in micrograms per liter (µg/L) unless otherwise indicated
[1]"i" Annotation - A value flagged with an "i" flag indicates that the reported value is between the laboratory method detection limit and the practical quantitation limit.
[2]Groundwater Cleanup Target Level as per Chapter 62-777, F.A.C.
[3]Natural Attenuation Default Source Concentrations per Table V Chapter 62-777, F.A.C.



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APPROXIMATE SCALE [11x17]: 1"=60'

30 60 120

FEET

...within
Section 31, Township 46 South, Range 42 East

LEGEND

MW-# Approximate Monitoring Well Location

FORMER GROUNDWATER RESTRICTED AREA

SUBJECT PROPERTY BOUNDARY

ANDERSEN ANDRE CONSULTING ENGINEERS, INC. 834 SW Swan Avenue, Port St. Lucie, FL 34983 772-807-9191 www.AACEinc.com	**MONITORING WELL LOCATION PLAN**	REPORT OF WELL ABANDONMENT KING'S LANDING (FKA KING POWER PLANT) 301 N INDIAN RIVER DRIVE FORT PIERCE, ST. LUCIE COUNTY, FLORIDA SITE I.D. : ERIC_6906, COM_8363	Drawn by: CHA	Date: AUG 2023
			Checked by: DPA	Date: AUG 2023
			AACE File No: 22-156	**Figure No. 1**

STATE OF FLORIDA WELL COMPLETION REPORT

☐ Southwest
☐ Northwest
☐ St. Johns River
■ South Florida
☐ Suwannee River
☐ DEP
☐ Delegated Authority (If Applicable) _____

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

Date Stamp

Official Use Only

1. *Permit Number 59-34847 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2. *Number of permitted wells constructed, repaired, or abandoned 3 *Number of permitted wells not constructed, repaired, or abandoned 0

3. *Owner's Name Audubon Development Inc 4. *Completion Date 08/15/23 5. Florida Unique ID _____

6. 301 N. Indian River Drive Ft Pierce, Fl 34950
*Well Location - Address, Road Name or Number, City, ZIP

7. *County St Lucie *Section 10 Land Grant _____ *Township 35S *Range 40E

8. Latitude _____ Longitude _____

9. Data Obtained From: ____GPS ____Map ____Survey Datum: ____NAD 27 ____NAD 83 ____WGS 84

10. *Type of Work: ____Construction ____Repair ____Modification ✓ Abandonment

11. *Specify Intended Use(s) of Well(s):
____Domestic
____Bottled Water Supply
____Public Water Supply (Limited Use/DOH)
____Public Water Supply (Community or Non-Community/DEP)
____Class I Injection
____Landscape Irrigation
____Recreation Area Irrigation
____Agricultural Irrigation
____Livestock
____Nursery Irrigation
____Commercial/Industrial
____Golf Course Irrigation
____Site Investigation
✓ Monitoring
____Test
____Earth-Coupled Geothermal
____HVAC Supply
____HVAC Return
Class V Injection: ____Recharge ____Commercial/Industrial Disposal ____Aquifer Storage and Recovery ____Drainage
Remediation: ____Recovery ____Air Sparge ____Other (Describe) _____
____Other (Describe) _____

12. *Drill Method: ____Auger ____Cable Tool ____Rotary ____Combination (Two or More Methods) ____Jetted ____Sonic
____Horizontal Drilling ____Hydraulic Point (Direct Push) ✓ Other plugged by approved

13. *Measured Static Water Level 7 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14. *Measuring Point (Describe) Top Of Well Which is 3 ft. ✓ Above ____Below Land Surface *Flowing: ____Yes ✓ No

15. *Casing Material: ____Black Steel ____Galvanized ✓ PVC ____Stainless Steel ____Not Cased ____Other _____

16. *Total Well Depth 15 ft. Cased Depth 5 ft. *Open Hole: From — To — ft. *Screen: From 5 To 15 ft. Slot Size .010

17. *Abandonment: ✓ Other (Explain) NO Longer needed
From 0 ft. To 1 ft. No. of Bags 1/2 Seal Material (Check One): ✓ Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

18. *Surface Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

19. *Primary Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

20. *Liner Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

21. *Telescope Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

22. Pump Type (If Known):
____Centrifugal ____Jet ____Submersible ____Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ ft. Intake Depth _____ ft.

23. Chemical Analysis (When Required):
Iron _____ ppm Sulfate _____ ppm Chloride _____ ppm
____Laboratory Test ____Field Test Kit

24. Water Well Contractor:

*Contractor Name James Paul Tyson *License Number 11352 E-mail Address downthehole@att.net

*Contractor's Signature _____ *Driller's Name (Print or Type) James Paul Tyson
(I certify that the information provided in this report is accurate and true.)

*Permit No. 59-34847

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

***DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From	0	ft.	To	15	ft.	Color	Brown	Grain Size (F, M, C)	M	Material	Sand
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	

Comments: See Site Plan

***Detailed Site Map of Well Location**

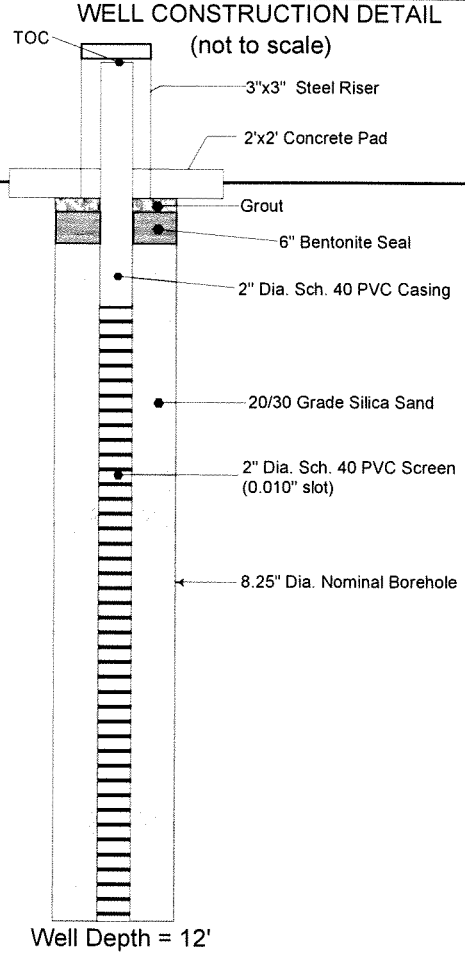


Monitor Well No. MW-1 Through MW-9

PROJECT:	Kings Landing	**DRILL METHOD:**	Hollow-Stem	**TOC ELEV:**	N/A
LOGGED BY:	DPA	**SAMPLE TYPE:**	Grab	**FDEP FAC ID#:**	
DRILLER:	DTH	**HOLE DIA:**	8.25"	**STICK -UP:**	Approx. 3'
DATE INSTALLED:	3/16/2023	**STATIC W.L:**	4'-6' varies	**SURVEYOR:**	N/A

DESCRIPTION	USSC CLASS	DEPTH	SAMPLE	BLOWS/FT.
Brown fine sand with traces of concrete debris	SP	0 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20		

WELL CONSTRUCTION DETAIL
(not to scale)

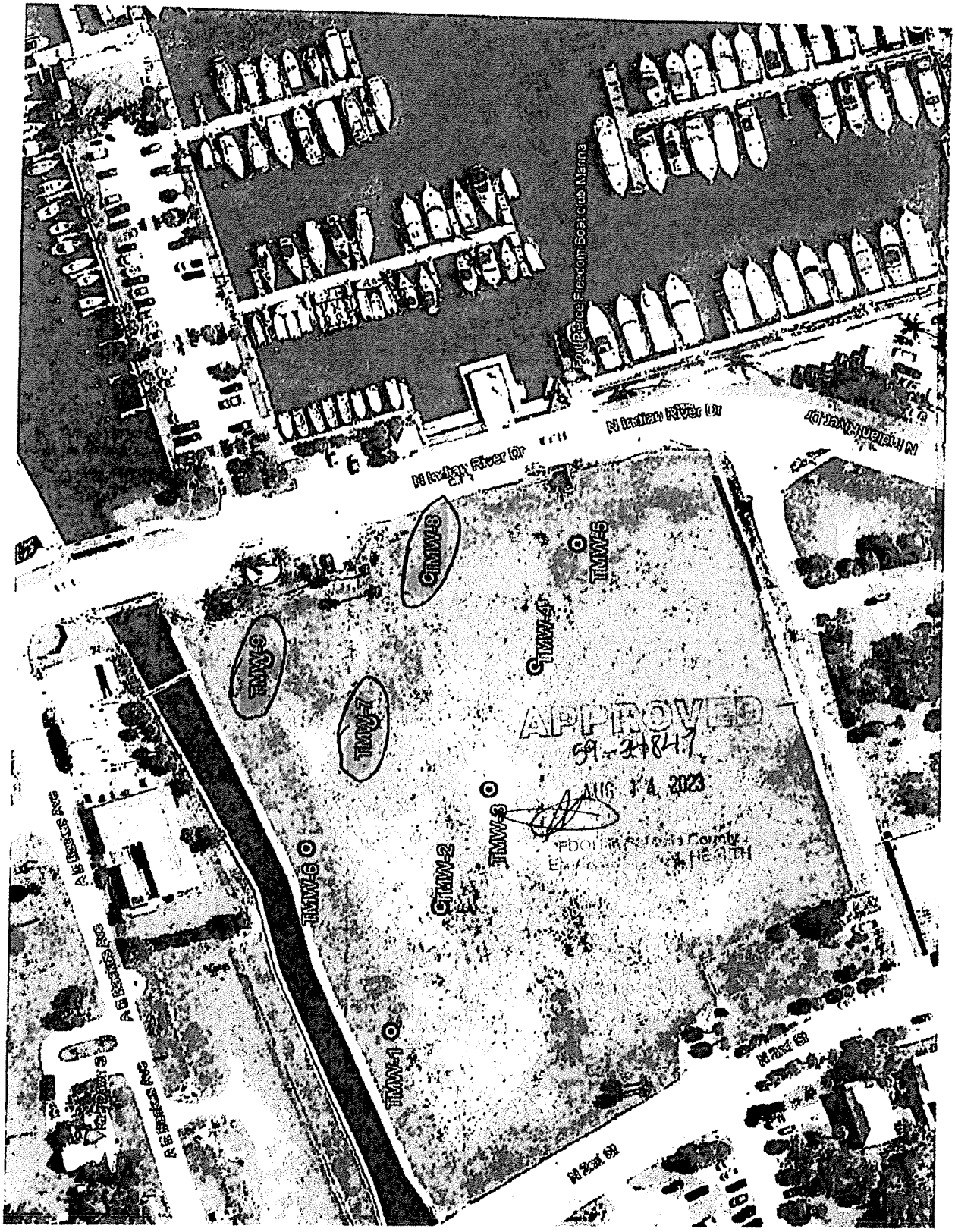


Well Depth = 12'

AACE
Andersen Andre
Consulting Engineers, Inc.
772-807-9191 www.aaceinc.com

Notes:

File No.
22-156


N Indian River Dr
N Indian River Dr
N Indian River Dr
TMW-1
TMW-2
TMW-3
TMW-4
TMW-5
TMW-6
TMW-7
TMW-8
TMW-9
APPROVED
59-34847
AUG 14 2023
A E Beaches Ave
A E Beaches Ave
A E Beaches Ave
N 2nd St
N 2nd St

STATE OF FLORIDA WELL COMPLETION REPORT

☐ Southwest
☐ Northwest
☐ St. Johns River
■ South Florida
☐ Suwannee River
☐ DEP
☐ Delegated Authority (if Applicable) _____

PLEASE, FILL OUT ALL APPLICABLE FIELDS
(*Denotes Required Fields Where Applicable)

Date Stamp

Official Use Only

1. *Permit Number 59-34848 *CUP/WUP Number _____ *DID Number _____ 62-524 Delineation No. _____

2. *Number of permitted wells constructed, repaired, or abandoned 6 *Number of permitted wells not constructed, repaired, or abandoned 0

3. *Owner's Name Audubon Development Inc 4. *Completion Date 08/15/23 5. Florida Unique ID _____

6. 301 N. Indian River Drive Ft Pierce, Fl 34950
*Well Location - Address, Road Name or Number, City, ZIP

7. *County St Lucie *Section 10 Land Grant _____ *Township 35S *Range 40E

8. Latitude _____ Longitude _____

9. Data Obtained From: ____GPS ____Map ____Survey Datum: ____NAD 27 ____NAD 83 ____WGS 84

10. *Type of Work: ____Construction ____Repair ____Modification ✓ Abandonment

11. *Specify Intended Use(s) of Well(s):
____Domestic
____Bottled Water Supply
____Public Water Supply (Limited Use/DOH)
____Public Water Supply (Community or Non-Community/DEP)
____Class I Injection
____Landscape Irrigation
____Recreation Area Irrigation
____Agricultural Irrigation
____Livestock
____Nursery Irrigation
____Commercial/Industrial
____Golf Course Irrigation
____Site Investigation
✓ Monitoring
____Test
____Earth-Coupled Geothermal
____HVAC Supply
____HVAC Return
Class V Injection: ____Recharge ____Commercial/Industrial Disposal ____Aquifer Storage and Recovery ____Drainage
Remediation: ____Recovery ____Air Sparge ____Other (Describe) _____
____Other (Describe) _____

12. *Drill Method: ____Auger ____Cable Tool ____Rotary ____Combination (Two or More Methods) ____Jetted ____Sonic
____Horizontal Drilling ____Hydraulic Point (Direct Push) ✓ Other Plugged by approved

13. *Measured Static Water Level 8 ft. Measured Pumping Water Level _____ ft. After _____ Hours at _____ GPM

14. *Measuring Point (Describe) Top Of Well Which is 3 ft. ✓ Above ____Below Land Surface *Flowing: ____Yes ✓ No

15. *Casing Material: ____Black Steel ____Galvanized ✓ PVC ____Stainless Steel ____Not Cased ____Other _____

16. *Total Well Depth 18 ft. Cased Depth 8 ft. *Open Hole: From — To — ft. *Screen: From 8 To 18 ft. Slot Size .010

17. *Abandonment: ✓ Other (Explain) No longer needed
From 0 ft. To 1.5 ft. No. of Bags 1/2 Seal Material (Check One): ✓ Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

18. *Surface Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

19. *Primary Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

20. *Liner Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

21. *Telescope Casing Diameter and Depth:
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____
Dia ____ in. From ____ ft. To ____ ft. No. of Bags ____ Seal Material (Check One): ____Neat Cement ____Bentonite ____Other _____

22. Pump Type (If Known):
____Centrifugal ____Jet ____Submersible ____Turbine
Horsepower _____ Pump Capacity (GPM) _____
Pump Depth _____ ft. Intake Depth _____ ft.

23. Chemical Analysis (When Required):
Iron _____ ppm Sulfate _____ ppm Chloride _____ ppm
_____ Laboratory Test _____ Field Test Kit

24. Water Well Contractor:

*Contractor Name James Paul Tyson *License Number 11352 E-mail Address downthehole@att.net

*Contractor's Signature _____ (I certify that the information provided in this report is accurate and true.) *Driller's Name (Print or Type) James Paul Tyson

*Permit No. 59-34848

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
PHONE: (352) 796-7211 or (800) 423-1476
WWW.SWFWMD.STATE.FL.US

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
4049 REID STREET, PALATKA, FL 32178-1429
PHONE: (386) 329-4500
WWW.SJRWMD.COM

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
152 WATER MANAGEMENT DR., HAVANA, FL 32333-4712
(U.S. Highway 90, 10 miles west of Tallahassee)
PHONE: (850) 539-5999
WWW.NWFWMD.STATE.FL.US

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
P.O. BOX 24680
3301 GUN CLUB ROAD
WEST PALM BEACH, FL 33416-4680
PHONE: (561) 686-8800
WWW.SFWMD.GOV

SUWANNEE RIVER WATER MANAGEMENT DISTRICT
9225 CR 49
LIVE OAK, FL 32060
PHONE: (386) 362-1001 or (800) 226-1066 (Florida only)
WWW.MYSUWANNEERIVER.COM

***DRILL CUTTINGS LOG** (Examine cuttings every 20 ft. or at formation changes. Note cavities and depth to producing zone. Grain Size: F=Fine, M=Medium, and C=Coarse)

From	0	ft.	To	18	ft.	Color	Brown	Grain Size (F, M, C)	M	Material	Sand
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	
From		ft.	To		ft.	Color		Grain Size (F, M, C)		Material	

Comments: See Site Plan

***Detailed Site Map of Well Location**



INVOICE

Customer #	**30115975**	**Invoice #**	**7741197**
Job Site #	0006	**Invoice Date:**	02/21/2025
Our Local Office #	(407) 381-2727	**Due Date:**	03/23/2025
		Terms:	NET 30 DAYS
		Ordered By:	TYLER HAGA
		Purchase Order #	

LIVE OAK CONTRACTING
1 RIVERSIDE AVE
JACKSONVILLE, FL 32202

Job Address:	1 RIVERSIDE AVE
Cross St:	
City:	JACKSONVILLE, FL 32202-4917
Job Name:	ONE RIVERSIDE
Site Contact:	MATT
Site Phone:	386-853-4202

Quantity	Description		Term	From/Thru	Rate	Total
1956	6 FT TEMPORARY PANELS	*	R	02/24/25 - 03/05/25		768.43

*** - You have added product to an existing jobsite. This invoice is being pro-rated so that all products renew together on your next invoice.**

Subtotal: $768.43 **Tax: $57.63** **Total: $826.06** **Total Due: $826.06**

800-352-5675
customercare@rentnational.com
rentnational.com

VISA DISCOVER

For credit card transactions, please visit **rentnational.com**:
1) to pay one or multiple invoices.
2) to set up renewals on autopay.

To receive paperless invoices, please email **gopaperless@rentnational.com**

Customer No: **30115975**
Invoice No: **7741197**

Amount Enclosed: **$** ☐☐,☐☐☐.☐☐

Be sure to write your customer number on your check.

NATIONAL CONSTRUCTION RENTALS
P.O. BOX 841461
LOS ANGELES, CA 90084-1461

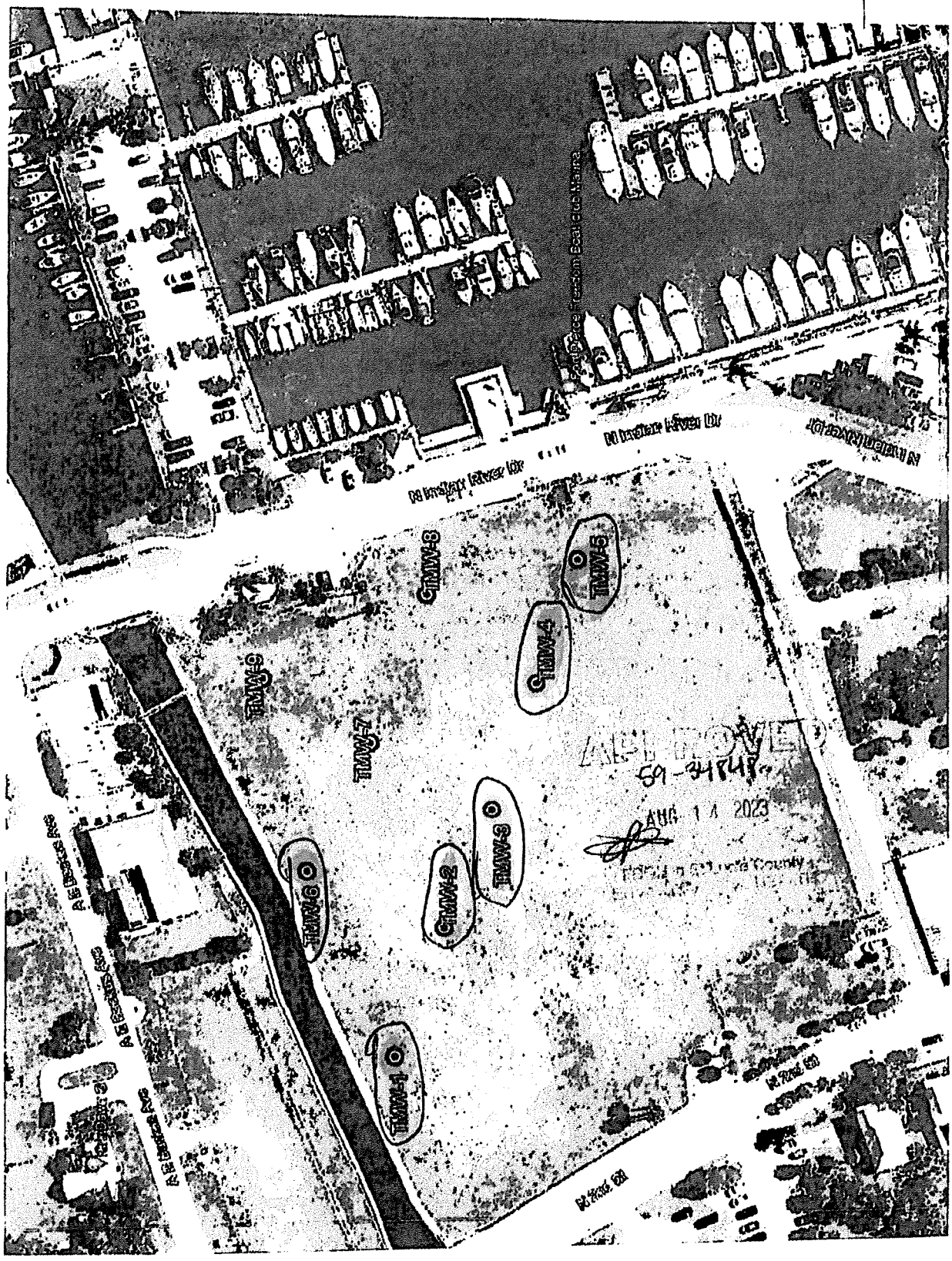

TMW-1
TMW-2
TMW-3
TMW-4
TMW-5
TMW-6
TMW-7
TMW-8
59-31848
AUG 14 2023

Exhibit D

Indian River State College Material Lease Terms

Landlord:	Live Oak Holdings Group, LLC, or assignee
Tenant:	Indian River State College
Leased Premises:	1,200 square foot restaurant space located within Landlord's development Property, the location of which shall be in the sole discretion of Landlord.
Term:	Sixty (60) months from the date Tenant obtains a certificate of occupancy for the Leased Premises. Tenant shall have no option to extend the term of the lease unless agreed upon in writing by Landlord, in Landlord's sole discretion.
Base Rent:	$42,000 annually throughout the term of the lease ($35/sq. ft.); provided, however, No base rent shall be payable from Tenant to Landlord during the Term of the lease, as Landlord is donating the use of Leased Premises to Tenant free of any such Base Rent, except in the event of a default, under the lease to be executed between the parties.
Common Area Maintenance:	Through the Term of the lease, Tenant shall be obligated to pay Landlord its proportionate share of the Common Area Maintenance expenses applicable to the Leased Premises, which CAM shall include any and all taxes, insurance and other expenses related to the overall management and operation of the development within which the Leased Premises is located.
Utilities:	Tenant shall be solely responsible for the payment of all utilities servicing the Leased Premises (including hook-up fees) throughout the term of the lease.
Permitted Use:	The Leased Premises shall only be used as a restaurant open to the general public. Landlord shall have the right to approve, in its reasonable discretion, any restaurant concept proposed by Tenant.
Landlord's Work	Landlord shall deliver the Leased Premises to Tenant as an unfinished "shell" whereupon Tenant shall complete the design, construction and installation of any necessary furniture, fixtures, and equipment.
Tenant's Work	Tenant shall be solely responsible for the buildout of the the Leased Premises, including but not limited to the design, construction, and the installation of any necessary, plumbing, HVAC equipment and duct work, electrical, internet and communication wiring, furniture, fixtures, and other restaurant equipment.
Tenant Improvement Allowance:	Tenant shall receive a payment from Landlord equal to $35.00 per square foot of the Leased Premises for a total amount of for a total amount of $42,000 as a Tenant improvement allowance, and Tenant shall be responsible for the cost of all Tenant's Work in accordance with making said improvements.
Subleasing:	Tenant shall be prohibited from subleasing any portion of the Leased Premises with first obtaining the written consent of Landlord, which consent Landlord may withhold in its sole discretion.

Purchase and Sale Agreement Final(6033726.1)

Final Audit Report 2025-02-21

Created:	2025-02-21
By:	Jeannette Sanchez (JSanchez@jonesfoster.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAg5HSxm1yBw3mD-msR5RqUHf2T2sjRzLX

"Purchase and Sale Agreement Final(6033726.1)" History

Document created by Jeannette Sanchez (JSanchez@jonesfoster.com)
2025-02-21 - 8:32:51 PM GMT

Document emailed to dale@audubondevelopment.com for signature
2025-02-21 - 8:36:11 PM GMT

Email viewed by dale@audubondevelopment.com
2025-02-21 - 8:36:54 PM GMT

Signer dale@audubondevelopment.com entered name at signing as Dale Matteson
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Document e-signed by Dale Matteson (dale@audubondevelopment.com)
Signature Date: 2025-02-21 - 9:20:37 PM GMT - Time Source: server

Agreement completed.
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FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made and entered into as of the 27th day of February, 2025 (the "**Effective Date**"), by and between **AUDUBON DEVELOPMENT, INC.**, a Florida corporation ("**Seller**"), and **LIVE OAK HOLDINGS GROUP, LLC**, a Florida limited liability company ("**Purchaser**").

WITNESSETH:

WHEREAS, Seller and Purchaser entered into that certain Purchase and Sale Agreement dated February 21, 2025 (the "**Agreement**"), relating to the purchase and sale of certain real property located in St. Lucie County, Florida as more particularly described in the Agreement; and

WHEREAS, Purchaser and Seller desire to enter into this Amendment to amend certain terms and conditions of the Agreement.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements of the parties, and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged and agreed by each of the parties, Seller and Purchaser do hereby covenant and agree as follows:

1. **Recitals**. Seller and Purchaser do hereby mutually represent and warrant that the foregoing recitals are true and correct, and said recitals are hereby ratified, confirmed, and incorporated into the body of this Amendment.

2. **Defined Terms**. Any capitalized terms utilized in this Amendment and which are not separately defined herein shall have the meaning ascribed thereto in the Agreement.

3. **Third Amendment to the Municipal Agreement**. Notwithstanding anything to the contrary in the Agreement, if the Third Amendment referenced in Section 8.04 in the Agreement is not fully executed by the Seller, City and FPRA on or before May 22, 2025, then the Agreement shall terminate and be of no further force and effect.

4. **Modification**. Except as modified by this Amendment, the terms and conditions of the Agreement are hereby ratified, confirmed and shall remain unchanged and in full force and effect. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, the terms of this Amendment shall govern. Seller and Purchaser hereby agree that the Agreement, as amended by this Amendment, shall constitute a valid and binding contract between Seller and Purchaser.

5. **Counterparts; Facsimile**. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. A facsimile or e-mail copy of this Amendment and any signatures hereon shall be considered for all purposes as originals.

[*Signature Page to Follow*]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the Effective Date.

SELLER:

AUDUBON DEVELOPMENT, INC.,
a Florida corporation

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

PURCHASER:

LIVE OAK HOLDINGS GROUP, LLC,
a Florida limited liability company

By: _____
Print Name: Paul Bertozzi
Title: Manager

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

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

AMENDED AND RESTATED AGREEMENT FOR DEVELOPMENT OF KING'S LANDING

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

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

W I T N E S S E T H:

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

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

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

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

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

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

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

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

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

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

4. Land Development Approvals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. Local zoning ordinances and regulations.

c. Permitted Exceptions as defined in Paragraph 5 above.

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

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

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

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

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

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

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

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

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

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

10. Default.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

To Audubon:

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

With a copy to:

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

To City of Fort Pierce:

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

With a copy to:

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

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

21. Governing Law and Binding Effect. The interpretation and enforcement of this Agreement shall be governed by and construed in accordance with the laws of the State of Florida and shall bind, and the benefits and advantages shall inure to and be enforceable by, Audubon and the City as well as their respective successors and assigns. Whenever used, the singular name shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL ACTION, PROCEEDING, CAUSE OF ACTION OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS ATTACHED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

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

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

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

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

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

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

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

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

WITNESSES:

Alicia Cruz Rosselle
Print Name: ALICIA CRUZ-ROSSELLE

W. Lee Dobbins
Print Name: W. Lee Dobbins

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

By: _____
Print Name: DALE MATTESON
Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF ST. LUCIE

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

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

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

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Brittany Meredith

Print Name:

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By:
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

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

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

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: Brittany Meredith

Print Name: LaToya Ransom

"FPRA"

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

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St. Lucie

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

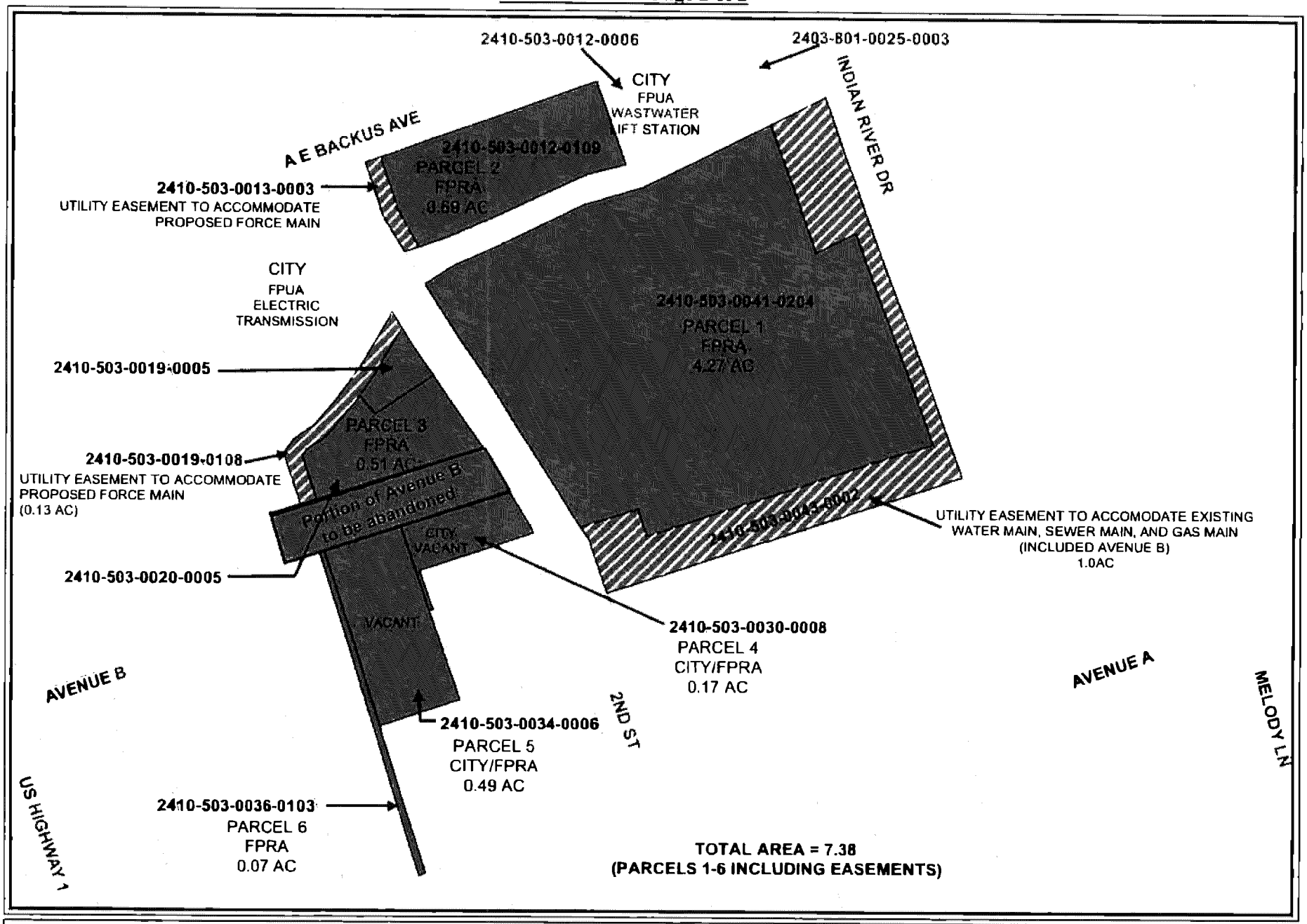
LINDA W. COX
Notary Public
State of Florida
Comm# HH167003
Expires 9/9/2025

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

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

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

EXHIBIT "A" - Page 2 of 2



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

EXHIBIT "B"

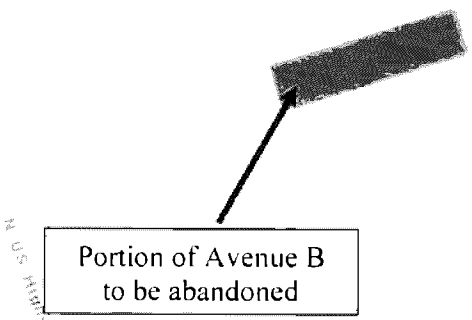


EXHIBIT "C"

Florida Department of Environmental Protection

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

Rick Scott
Governor

Carlos Lopez-Cantera
Lt. Governor

Noah Valenstein
Secretary

May 22, 2018

Via Email: lhudson@city-ftpierce.com

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

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

Dear Mayor Hudson:

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

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

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

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

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

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

Declaration of Restrictive Covenant (DRC).

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

Groundwater Use Institutional Controls.

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

Dewatering.

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

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

Stormwater facilities.

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

Removal of controls.

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

Well abandonment.

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

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

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

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

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

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

Legal Issues

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

Persons affected by this Order have the following options:

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

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

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

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

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

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

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

How to File a Petition for Administrative Hearing

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

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

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

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

Judicial Review

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

Questions

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

Sincerely,

Jennifer K. Smith
District Director
Southeast District

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

Mandaben Patel — May 22, 2018
Clerk — Date

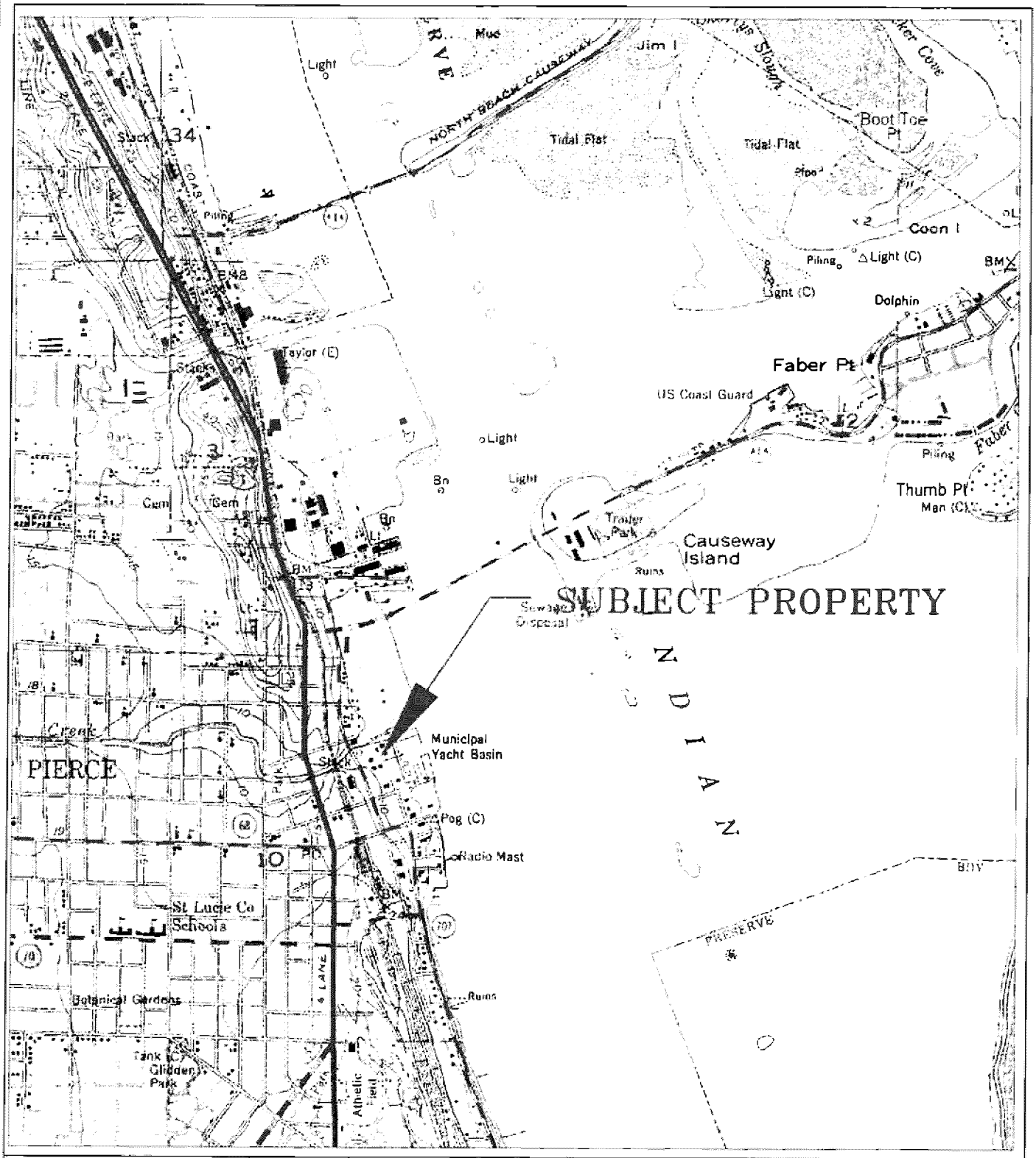
Exhibit 1: Figure 1, Site Vicinity Map.

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

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

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

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

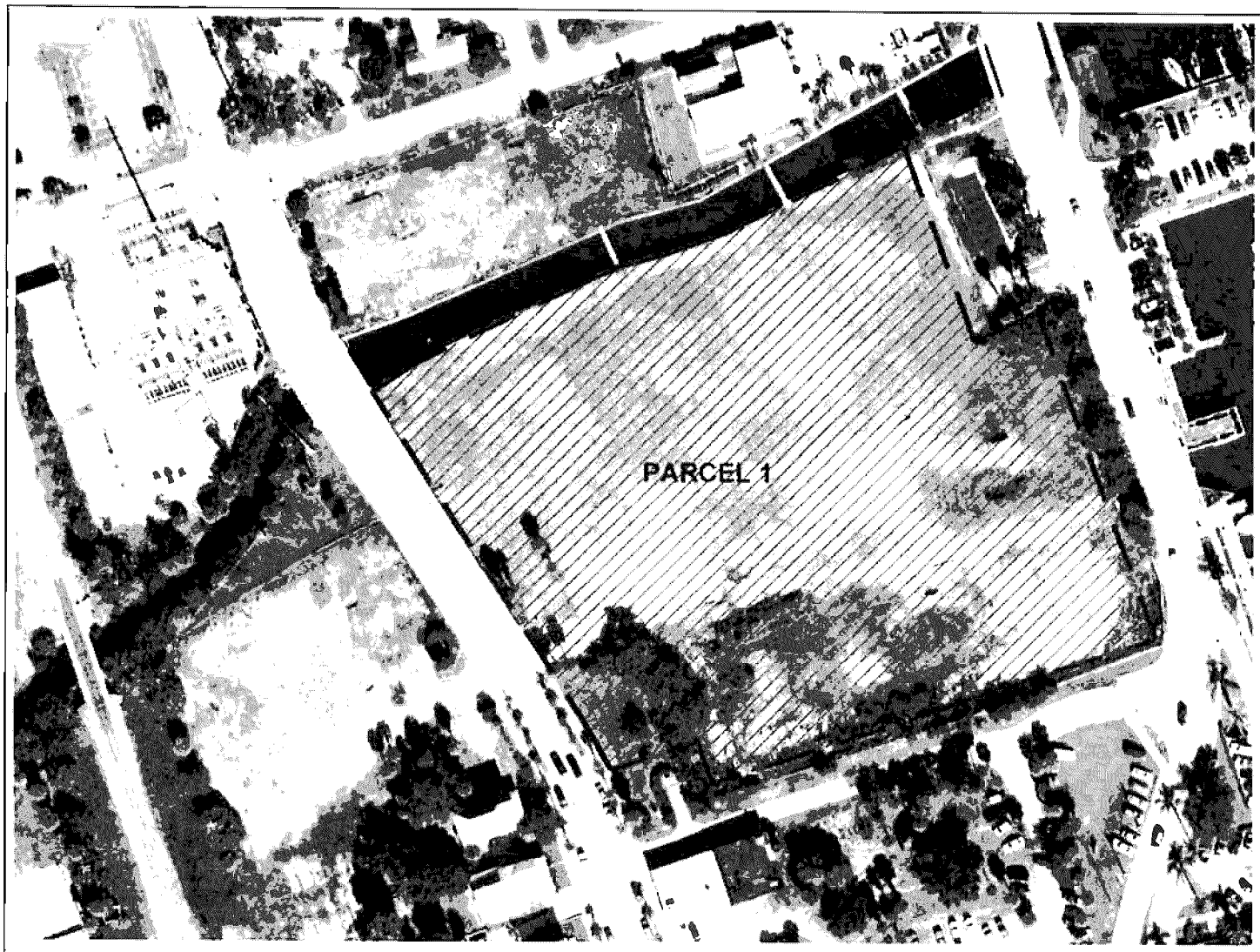


Cardno
Shaping the Future

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

FIGURE 1
SITE VICINITY MAP

EXHIBIT 1 FDEP Site ID No.: COM_82363, BF561101001



1" = 80'

LEGEND

SUBJECT SITE LOCATION

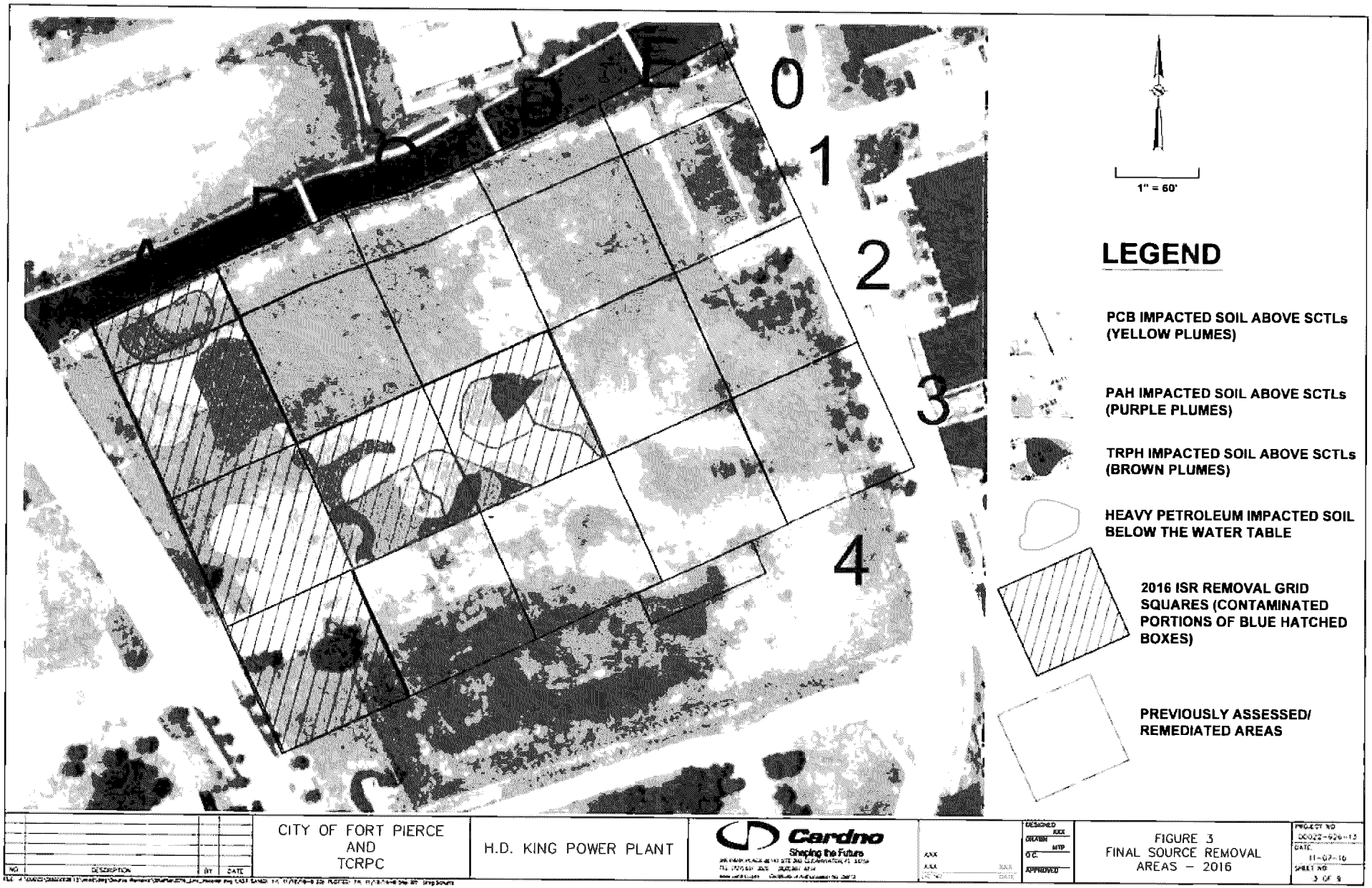
PARCEL 1: BF SITE ID #: BF561101001
322 N 2nd St., FORT PIERCE, FL

PARCEL ID #: 241050300410204

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

NO	DESCRIPTION	BY	DATE	CITY OF FORT PIERCE AND TCRPC	H.D. KING POWER PLANT	Cardno Shaping the Future	DESIGNED XXX DRAWN MTP QC APPROVED	FIGURE 2 PARCEL/SITE BOUNDARY MAP	PROJECT NO 00022-926-13 DATE 11-1-16 SHEET NO 2 OF 9

EXHIBIT 2 FDEP Site ID No.: COM_82363, BF561101001



OR BOOK 4775 PAGE 2737

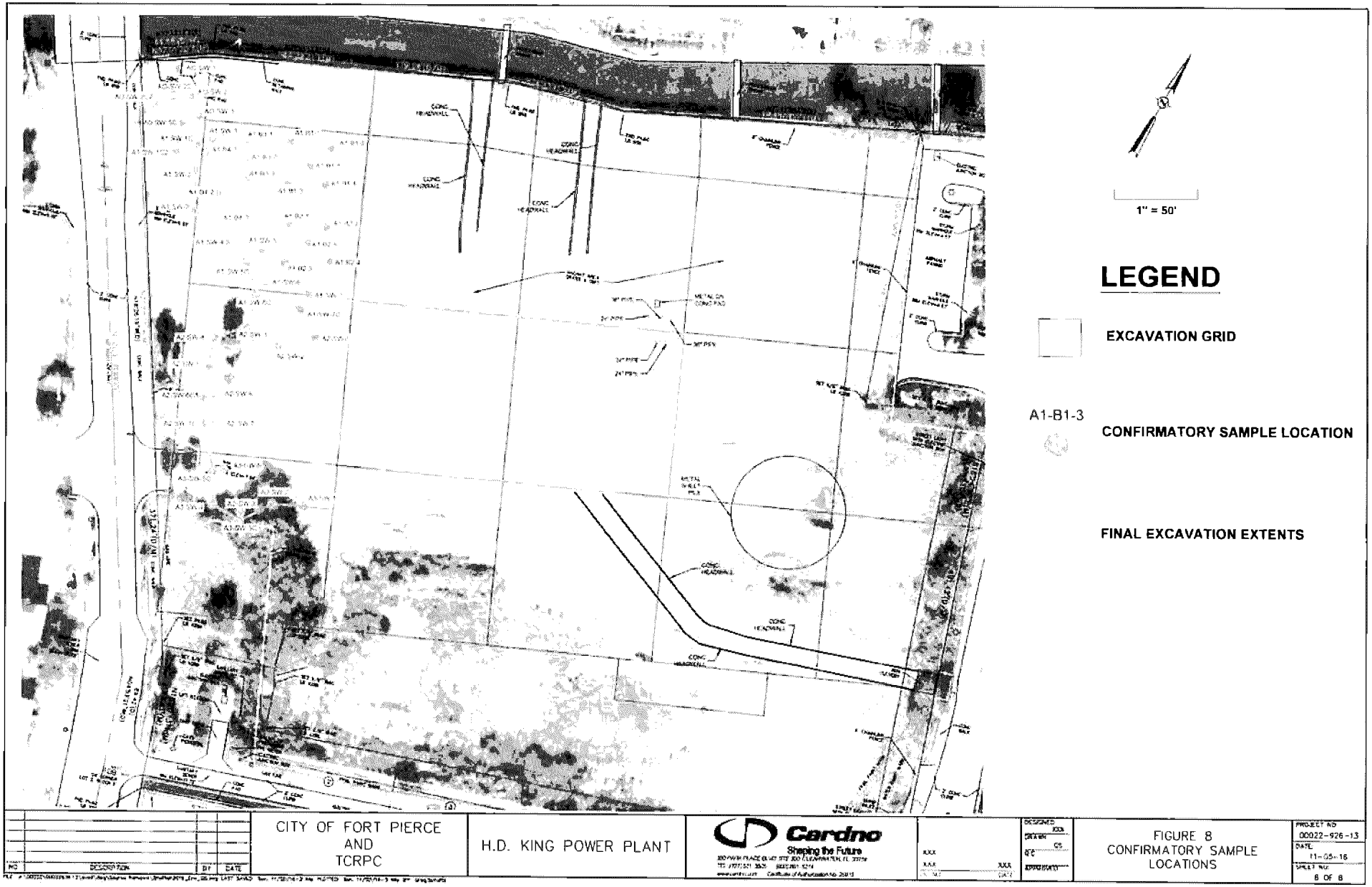


EXHIBIT 3, Page 2 FDEP Site ID No.: COM_82363, BF561101001

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

OR BOOK 4775 PAGE 2739

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	0.056	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	Dibenz(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	#	#	88	0.034	U	0.112		0.131		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**		**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**		**0.653**		**0.185**		0.052	U
Calculation	SumPAHs(Leach)		mg/Kg dw	0.1	0.7	5	NC		**0.23**		**0.29**		**0.06**		**0.16**		**0.03**		**0.028**		0.22		**0.02**		**0.3**		**0.4**		**0.15**		**0.05**	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw	0.5	3.8	17	0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0.00052	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1232	11141-16-5	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1242	53469-21-9	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1248	12672-29-6	mg/Kg dw				0.000528	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1254	11097-69-1	mg/Kg dw				0.000526	U	0.0564	U	0.0102	U	0.00054	U	0.0259	U	NA		0.000553	U	0.000538	U	0.000666	U	0.00055	U	0.0107	U	NA		NA	
EPA 8082 PCB	Aroclor-1260	11096-82-5	mg/Kg dw				**0.027**		**1.9**		**0.82**		0.061		**0.47**		NA		**0.1**		**0.093**		**0.059**		**0.064**		**0.18**		NA		NA	

Notes

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

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

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

NA - Not Analyzed

NC= Not calculated due to lack of carcinogenic PAHs

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

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

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-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
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		0.031	U	0.542		0.032	U	0.032	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		0.824		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				0.000538	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	0.5	2.6	17	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

EXHIBIT 3, Page 5 FDEP Site ID No : COM_82363, BF561101001

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

Table 24: Confirmatory Soil Analytical Results

Sample Location							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							6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016		6/27/2016	
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	21	**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	**0.085**		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		6/8/2018	
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	30000	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	**0.09**		**0 08**		NA	
EPA 8082 PCB	Aroclor-1016	12674-11-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor-1221	11104-28-2	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1232	11141 16 5	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1242	53469 21 9	mg/Kg dw	0 5	2 6	17	0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1248	12672 29-6	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1254	11097 69-1	mg/Kg dw				0 000526	U	0 000531	U	NA	
EPA 8082 PCB	Aroclor 1260	11096 82-5	mg/Kg dw				0 0018		0 0052		NA	

Notes

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

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

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NA = Not Analyzed

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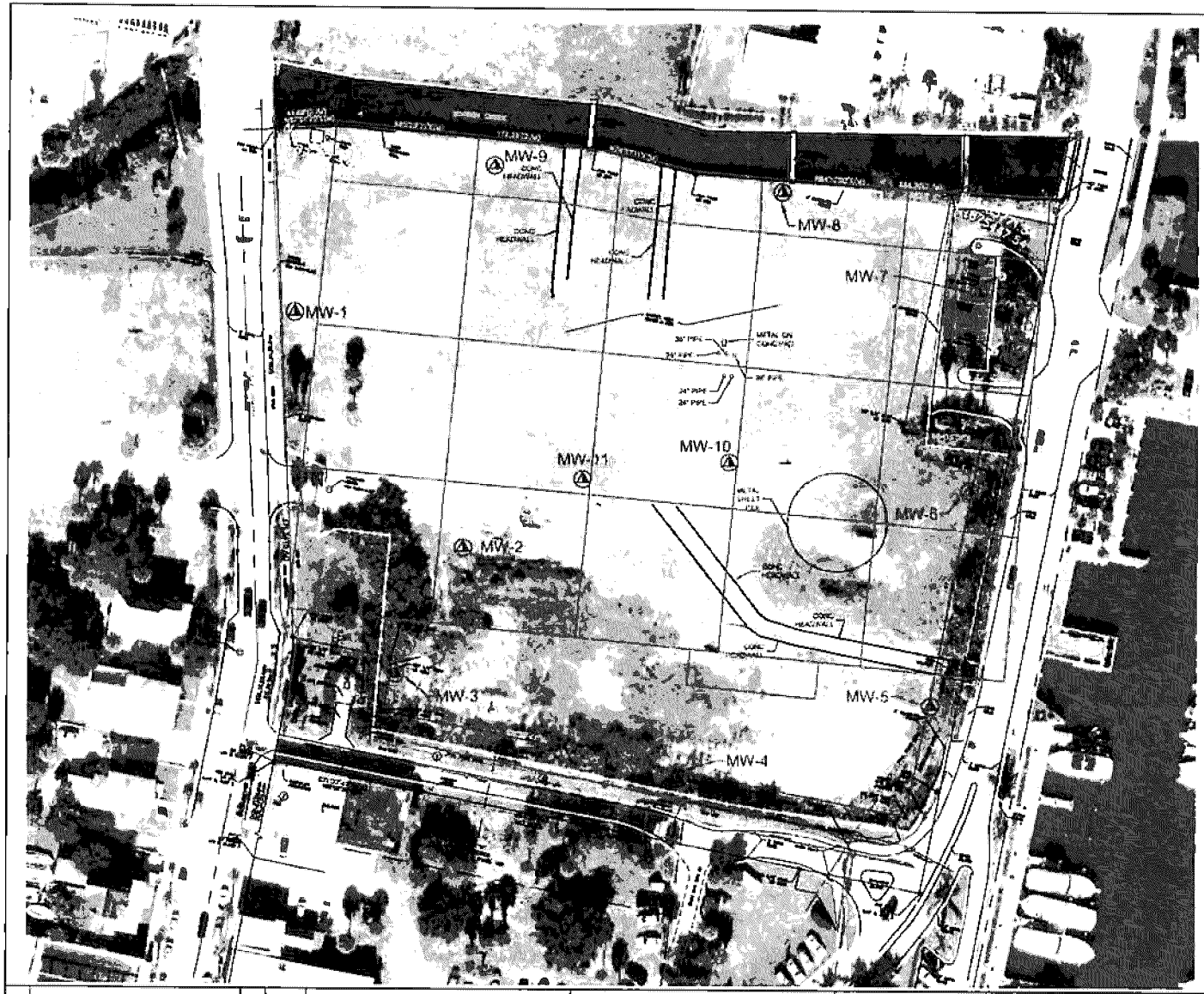

1" = 70'

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

DESIGNED XXX
DRAWN MTP
Q.C.
APPROVED

FIGURE 8
MONITOR WELL LOCATIONS

PROJECT NO. 00022-926-11
DATE 8-10-15
SHEET NO. 8 OF 9

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						6/24/2014		9/17/2014		6/2/2015		6/25/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		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	280	2800	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	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	20	U	20	U	290		32		37	
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	0.45	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	0.62	J	1.1		1.5	
EPA 8260B	Chloroethane	75-00-3	ug/L	12	1200	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	Chloroform	67-66-3	ug/L	70	700	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U	0.6	U

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

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

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8260B	Chloromethane	74-87-3	ug/L	2.7	270	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U	1.2	U
EPA 8260B	1,4-Dichlorobenzene	106-46-7	ug/L	75	750	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	cis-1,2-Dichloroethene	156-59-2	ug/L	No CTL	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	Dibromochloromethane	124-48-1	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	Dichlorodifluoromethane	75-71-8	ug/L	70	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	Ethanol	64-17-5	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	Ethylbenzene	100-41-4	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	J	1.2		1.5	
EPA 8260B	Methylene Chloride	75-09-2	ug/L	5	50	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	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	n-Propylbenzene	103-65-1	ug/L	No CTL	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	o-Xylene	95-47-6	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	p- & m-Xylenes	179601-23-1	ug/L	20	200	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	sec-Butylbenzene	135-98-8	ug/L	No CTL	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 CTL	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 CTL	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 CTL	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	84	840	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U	2.1	U
EPA 8260B	Vinyl Chloride	75-01-4	ug/L	1	100	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U	0.5	U
EPA 8260B	Xylenes, Total	1330-20-7	ug/L	20	200	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	0.83	U	0.83	U	0.9	U	2.4		4.2		5.2	
EPA 8270C Low Level PAH	1-Methylnaphthalene	90-12-0	ug/L	28	280	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	0.17	U	3.2		2		4.3	
EPA 8270C Low Level PAH	2-Methylnaphthalene	91-57-6	ug/L	28	280	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	0.19	U	3.4		1.8		5.5	
EPA 8270C Low Level PAH	Acenaphthene	83-32-9	ug/L	20	200	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	0.16	U	11		5.9		6.7	
EPA 8270C Low Level PAH	Acenaphthylene	208-96-8	ug/L	210	2100	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U	0.15	U
EPA 8270C Low Level PAH	Anthracene	120-12-7	ug/L	2100	21000	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	0.11	U	1.1		0.11	U	0.11	U
EPA 8270C Low Level PAH	Benzo(a)anthracene	56-55-3	ug/L	0.05	5	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(a)pyrene	50-32-8	ug/L	0.2	20	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U	0.1	U
EPA 8270C Low Level PAH	Benzo(b)fluoranthene	205-99-2	ug/L	0.05	5	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U	0.08	U

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

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

Sample Location						MW 5						MW 6						MW 7						MW 8					
Collect Date						6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015		6/26/2014		9/17/2014		6/2/2015	
Method	Parameter	CAS No	Units	GCTLs	NADC	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier	Result	Qualifier
EPA 8270C Low Level PAH	Benzo(g,h,i)perylene	191-24-2	ug/L	210	2100	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U	0.05	U
EPA 8270C Low Level PAH	Benzo(k)fluoranthene	207-08-9	ug/L	5.5	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	1.8		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	2	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	30	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	3	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	NS CTL	550	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	0.68	6	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	2-Nitrophenol	88-75-5	ug/L	NS CTL	550	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	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	NS CTL	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	NS CTL	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	NS CTL	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	5.6	170	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	108-96-3	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	NS CTL	NE	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U	0.41	U

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

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

Sample Location						MW-5						MW-6						MW-7						MW-8					
Collect Date						6/10/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		9/17/2014		6/2/2015		6/18/2014		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
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	Diethylphthalate	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	1,3-Benzofuran	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	J	0.3	U	4.6	J
8270C	Diethylisophthalate	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	700000	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-Nitrosodiphenylamine	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-Nitrosodi-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-Octadecane	593-45-3	ug/l	71	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	UJ	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	UJ	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	1.5	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	7440-38-2	mg/L	0.01	0.1	0.0075	J	0.0042	J	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.004	U	0.0083	J	0.004	U
EPA 6010B	Vanadium	7440-62-2	mg/L	0.049	0.49	0.005	U	0.005	U	0.005	U	0.0053	J	0.1		0.06		0.0051	J	0.005	U	0.005	U	0.082		0.028		0.041	
8082	PCB 1016	1336-36-3	ug/l	0.5	50	0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA		0.13	U	0.13	U	NA	
8082	PCB 1221	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	
8082	PCB 1232	1336-36-3	ug/l	0.5	50	0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA		0.054	U	0.054	U	NA	
8082	PCB 1242	1336-36-3	ug/l	0.5	50	0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA		0.098	U	0.098	U	NA	
8082	PCB 1248	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1254	1336-36-3	ug/l	0.5	50	0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA		0.12	U	0.12	U	NA	
8082	PCB 1260	1336-36-3	ug/l	0.5	50	0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA		0.1	U	0.1	U	NA	

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

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

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

DECLARATION OF RESTRICTIVE COVENANT

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

RECITALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Signed, sealed and delivered in the presence of:

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

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

STATE OF _____)
COUNTY OF _____)

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

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

_____
Signature of Notary Public

APPROVED AS TO FORM AND CORRECTNESS
BY: _____
Lily 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. [illegible] 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: Jennifer K Smith
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: [illegible] Date: _____
Print Name: [illegible]

Witness: [illegible] Date: 3/22/2018
Print Name: Accts Receivable

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

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

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

APPROVED AS TO FORM AND CORRECTNESS
BY: [signature]
City Attorney

(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

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

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

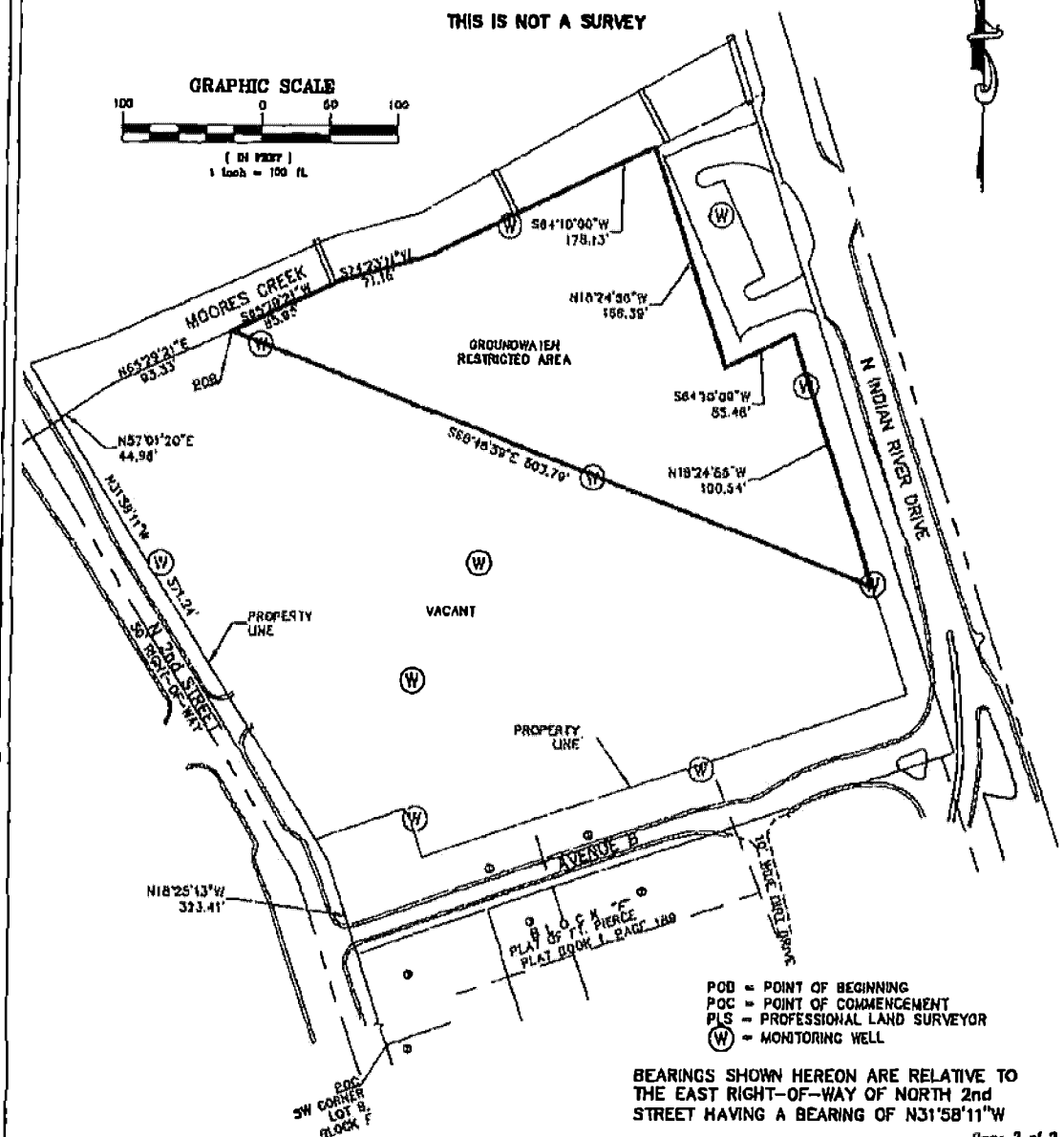
GROUNDWATER RESTRICTED AREA
DESCRIPTION

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

Exhibit A

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

THIS IS NOT A SURVEY



POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PLS = PROFESSIONAL LAND SURVEYOR
(W) = MONITORING WELL

BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST RIGHT-OF-WAY OF NORTH 2nd STREET HAVING A BEARING OF N31°58'11"W

Page 2 of 2

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151 SW FLAGLER AVENUE • STUART, FLORIDA 34994
PHONE 772-464-3537 • FAX 772-464-3497 • www.ct-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

ID	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 1/16/22
7		[illegible]	[illegible]	[illegible]	[illegible]
8		Site Work - Remove buried Concrete and Unknown Debris	180 days	Tue 11/2/21	Sat [illegible]
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		[illegible]	[illegible]	[illegible]	[illegible]
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		[illegible]	[illegible]	[illegible]	[illegible]
17		Property Purchase to Main Sail Group	30 days	Sun 3/12/23	Mon [illegible]
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		[illegible]	[illegible]	[illegible]	[illegible]
23		Construction Duration	900 days	Sat 6/10/23	Tue [illegible]
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		[illegible]	[illegible]	[illegible]	[illegible]
29		Construction Process	365 days	Tue 11/26/24	Tue [illegible]
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		[illegible]	[illegible]	[illegible]	[illegible]
34		Construction Process	365 days	Wed 11/26/25	Wed 11/25/26



King's Landing Phasing Schedule

Page 1

Wed 8/4/21

EXHIBIT "G"
Performance Bond Form

BOND NUMBER _____

AIA DOCUMENT A312-2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description: *(Name and Location)*

BOND
Date:

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

SAMPLE

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

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

(FOR INFORMATION ONLY—Name, Address and telephone

AGENT or BROKER:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SAMPLE

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

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

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

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

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

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

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

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

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

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

§ 14 Definitions

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

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

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

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

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

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

SAMPLE

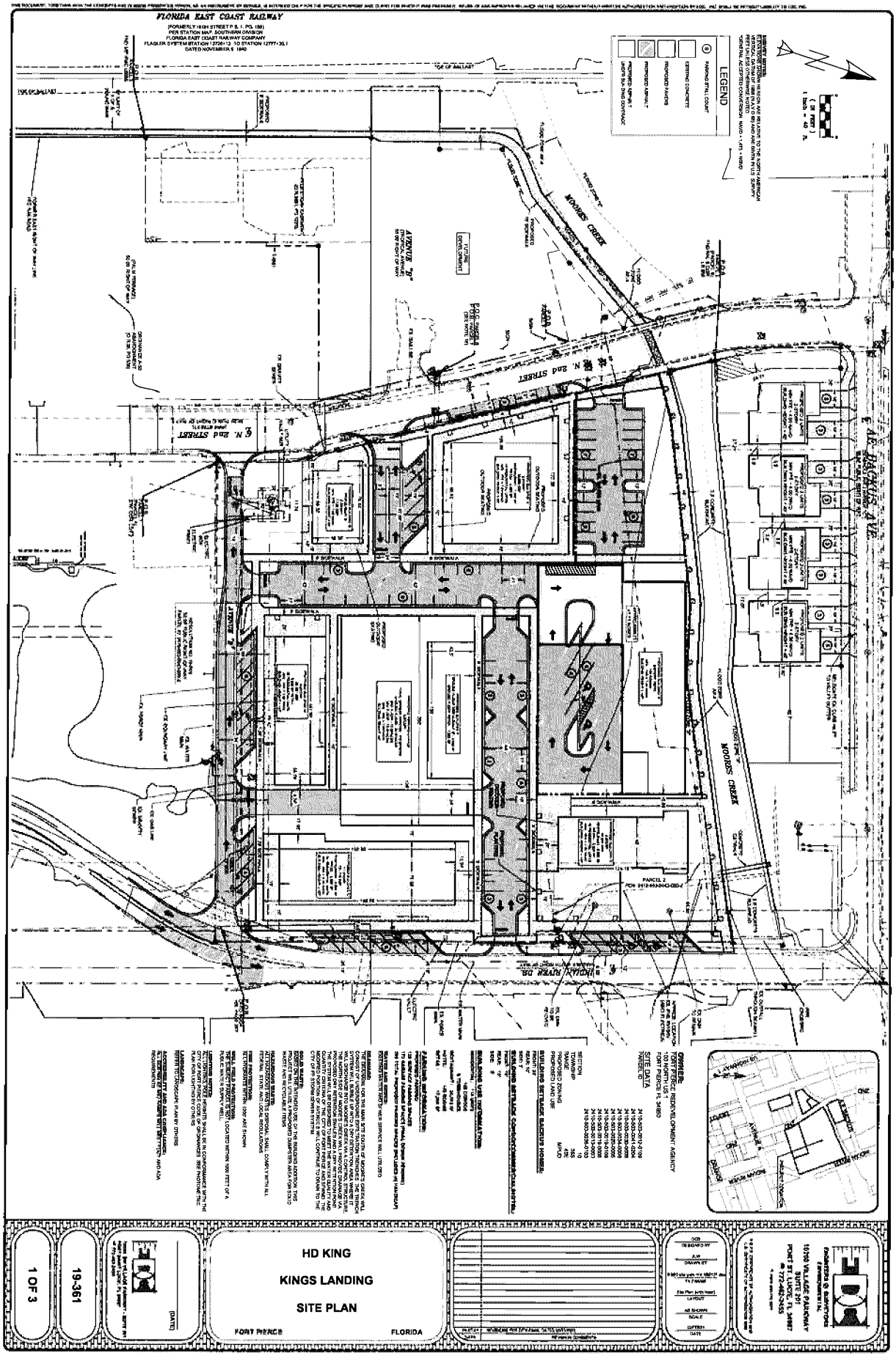
§ 16 Modifications to this bond are as follows:

SAMPLE

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

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

EXHIBIT "H"
CONCEPTUAL SITE PLAN



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

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

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

"Audubon"

AUDUBON DEVELOPMENT, INC., a Florida corporation

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

_____
Print Name: Laura A. Kenny

_____
Print Name: Linda M. Briglia

STATE OF FLORIDA
COUNTY OF St. Lucie

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

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

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

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

WITNESSES:

Print Name: Tina Rel

Print Name: Brittany Meredith

"City of Fort Pierce":

CITY OF FORT PIERCE, FLORIDA, a Florida municipal corporation

By: Linda Hudson
Linda Hudson, Mayor

APPROVED AS TO FORM AND CORRECTNESS:

By: Tanya Earley
Tanya Earley, City Attorney

STATE OF FLORIDA
COUNTY OF St. Lucie

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

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

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

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

WITNESSES:

Print Name: LaToya Ransom

Print Name: Brittany Meredith

"FPRA"

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

By: Linda Hudson

Print Name: Linda Hudson

Title: Chairwoman

STATE OF FLORIDA
COUNTY OF St Lucie

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

Linda W. Cox

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

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

St. Lucie EDC

EXHIBIT I

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

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

August 26, 2022

[redacted]

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

Dear [redacted]:

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

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

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

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

Proposed Business Assistance and Incentive Package:

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

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

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

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

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

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

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

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

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

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

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

Sincerely,

Pete Tesch
President

Attachments

CC:
Dale Matteson, Audubon Development

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

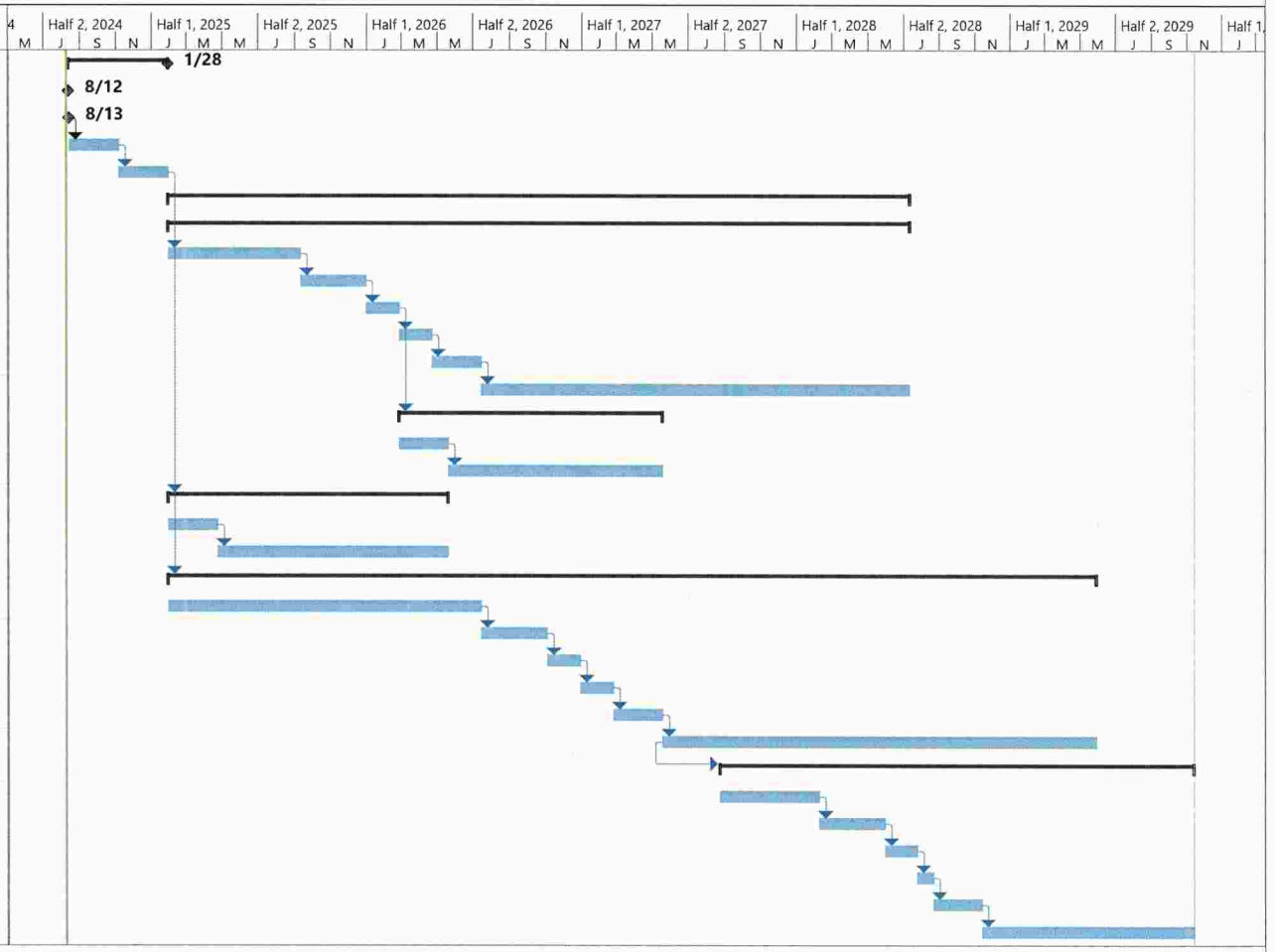
tabbies

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.

HARBERT
REALTY SERVICES

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: DAIE MATHESON

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: _____

Name: J. C. Collins

Its: Partner

Date: 7-19-24

Name: _____

Its: _____

Date: _____

Harbert Realty Services. LLC:

By: _____

Name: William E Ware

Its: Vice President - Dev.

Date: 7.19.24

City Commission Regular Meeting **15. a.**

Meeting Date: 04/07/2025

Re:

SUBJECT:

Reports

Attachments

City Manager's Report

Purchase Order Report

Form Review

Form Started By: Jennifer Robinson Started On: 03/19/2025 02:55 PM

Final Approval Date: 03/19/2025

CITY MANAGER'S REPORT



FORT PIERCE, FL
THE SUNRISE CITY

APRIL 2025

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GREAT AMERICAN
CLEANUP®
KEEP AMERICA BEAUTIFUL®



Great American Cleanup

DIVIDE AND CLEAN

On the morning of March 8, 2025, under beautiful blue skies, residents of the City of Fort Pierce divided into groups and headed out to various locations around the city to clean up as part of the Great American Cleanup Day.

The groups, that consisted of over 400 registered volunteers, were able to select from several pre-selected cleanup locations around the city or alternatively, select an area of their choice to conduct a cleanup. Regardless of location, initiatives such as this help to beautify our city.

There was also a tree dedication at Glidden Park as part of the Arbor Day celebration.

Thank you for doing your part in keeping Fort Pierce beautiful.






2025
GREAT AMERICAN
CLEANUP
Fort Pierce


DO IT
RIGHT
LOWE'S







Little League Opening Day

NORTH SIDE BAT AND BALL SERIES KICKS OFF

There's nothing more entertaining than watching little kids play T-ball. Some ran the wrong way, others piled on top of the ball, and a few just stood there, unsure of what to do. But no one really cared—because everyone was having fun.

On Saturday, March 9, 2025, Horatio Grisby Park was filled with excited players, proud parents, and enthusiastic coaches as the North Side Bat and Ball Little League started its season. City officials, including the Chief of Police, Commissioner Arnold Gaines, and Commissioner Curtis Johnson Jr., also came out to support the teams and enjoy the day.

The best part? The weather was perfect—warm, sunny, and just right for baseball. If the first day is any sign of what's to come, this season is going to be a great one!





Keeping Our Community Safe

The dedication and hard work of Fort Pierce Police Department officers continues to have a meaningful impact on our community. The commitment to keeping our city safe and unwavering efforts to protect and serve with honor are evident in their work every day.

On Monday, February 17 at approximately 5:30 p.m., FPPD officers responded to a suspected burglary of a residence in the 700 block of South Indian River Drive. When officers arrived on scene, a perimeter was established, and signs of a burglary were observed. The K-9 unit was deployed and tracked the area in search of a possible suspect. After a brief foot pursuit, FPPD officers arrested Lorenzo Alberto Oliva, who was armed with a handgun. Oliva was charged with armed burglary, aggravated assault and resisting an officer without violence.

Thank you to the FPPD officers and K-9 who were able to make a swift and safe arrest.



Tip-A-Cop

On March 15, 2025, the Fort Pierce Police Department hosted their first Tip A Cop for 2025. This is the 6th year this event has been hosted by our hometown eatery 2nd Street Bistro. Officers from the Fort Pierce Police Department and Deputies from the St. Lucie County Sheriff's Office worked alongside the restaurant staff to earn "tips", which will be donated to Special Olympics Florida.

Tip A Cop is the single largest fundraiser for Special Olympics and raises money to allow people with intellectual disabilities to participate in sports training and competition at zero cost to them or their families. And tonight, just over $2200 was raised at the event.

The Fort Pierce Police Department sincerely thanks Second Street Bistro for their continued support of Special Olympics Florida.



FPAAC Highlights



A donation of $1,500 from Fort Pierce Paws for Progress Inc. will help improve the lives of many animals. This organization works to enhance animal welfare across Treasure Coast by funding necessary veterinary care, social enrichment programs, and essential support services. These efforts prepare animals for adoption and increase the chances of finding loving homes. Gratitude goes to Fort Pierce Paws for Progress Inc. for ongoing generosity and support.

A new partnership with Best Friends Animal Society brings many opportunities for Fort Pierce Animal Adoption Center. This collaboration provides access to valuable resources, including grants, digital tools, a dedicated regional support team, national fundraising events, and transport coordination with other partner organizations. After meeting all necessary requirements, Fort Pierce Animal Adoption Center also received a HERO ID#, strengthening the ability to offer high-quality care and adoption services.

Efforts to improve animal welfare continue through participation in Best Friends Animal Society's transport program. On February 24th, over 60 cats were transferred to partner organizations, including Atlanta Animal Society and Broadway, New York Animal Society. This relocation helps reduce overcrowding at the adoption center while increasing opportunities for animals to find permanent homes. Another transport is planned for March 31st, continuing efforts to relocate animals to places where more adoption opportunities exist.

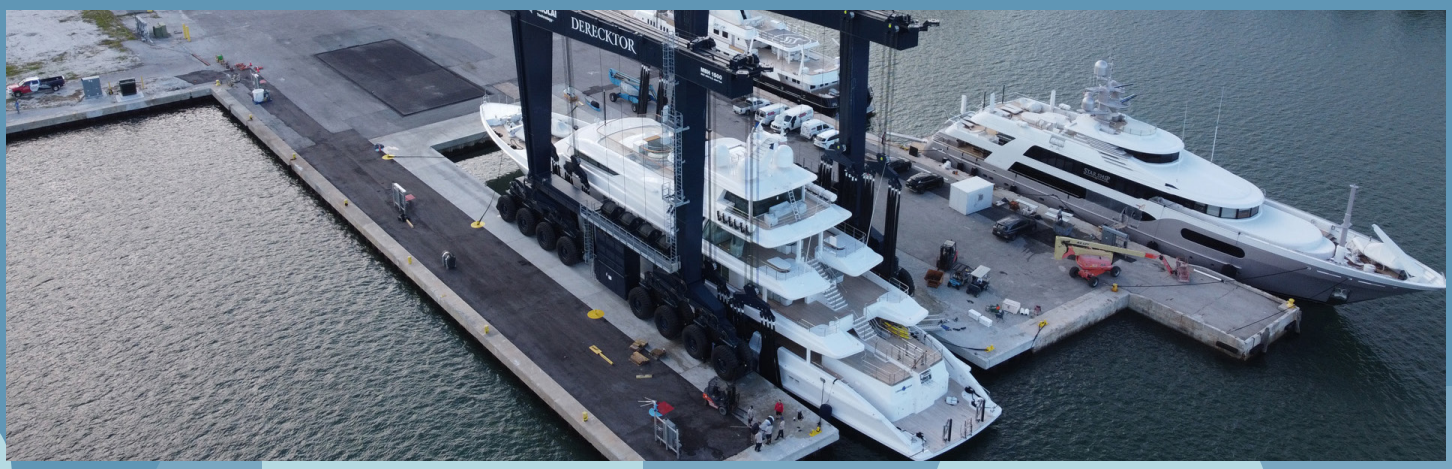
Fort Pierce Animal Adoption Center remains dedicated to providing excellent care and securing loving homes for animals in need. Continued partnerships and initiatives will ensure a brighter future for both animals and the surrounding community.



Planning Determinations

CITY COMMISSION HEARINGS

PORT OF FORT PIERCE: A zoning change was presented to the City Commission to create a zoning overlay district to cover the area designated as the Port of Fort Pierce. The Port of Fort Pierce is one of Florida's 15 deepwater Seaports and has huge economic value to the City and to the Region. In 2020, St. Lucie County, together with partners and substantial public outreach through the Port of Fort Pierce Master Plan Advisory Committee, updated the Port of Fort Pierce Master Plan, culminating in the Final Draft. Since that time staff and property owners have worked together to bring forward a rezoning in order to promote the Port's redevelopment. The hearing discussed the merits of the proposal and also highlighted community concerns regarding impact upon the environment. A further hearing regarding the zoning code overlay is set to be brought back to the City Commission in May 2025.







Public Works Update

SOLID WASTE & STREET SWEEPING SERVICE ENHANCEMENTS

In an effort to enhance the appearance and cleanliness of Fort Pierce, service cycles and staffing adjustments have been made to better serve the city. The staffing adjustments involved transferring personnel performing Solid Waste services from the Parks and Grounds Division to the Solid Waste Division. This shift provided supervision and support from experienced Solid Waste employees with the necessary resources to address everyday challenges.

The schedule for some of the Solid Waste collection routes operates seven days a week and is carried out by two separate teams. Previously, their schedules ran from Sunday to Wednesday and Wednesday to Sunday. The teams now operate on a revised schedule: Wednesday to Saturday and Saturday to Tuesday. This new schedule creates an overlap on our busiest day of the week, ensuring that two teams are available instead of one. Areas that generate the highest volume of solid waste are now serviced two to three times per day.

The areas serviced by the teams include:

- Downtown
- Beaches
- Orange Avenue

Previously, Downtown was serviced by a street sweeper once per week. It is now serviced twice per week, with an additional employee using a battery-powered hand blower to clear litter from the curb, allowing the street sweeper to collect it more efficiently. This operation maximizes efficiency and is performed during the early morning hours.

Additionally, the Parks and Grounds staff inspects for hanging palm fronds and decorative light issues daily on weekdays. The inspector frequently monitors the area's appearance and notifies management if service levels need to be increased.



Leisure Services Update

CELEBRATING COMMUNITY AND YOUTH ENGAGEMENT

Leisure Services is thrilled to share the latest updates on our programs and events, high-lighting our ongoing commitment to fostering community spirit and providing enriching activities for local youth.

On March 1, 2025, the Fort Pierce Firehawks opened registration for the upcoming season with a spectacular kickoff event! Families and community members gathered to enjoy a fun-filled day featuring live music, refreshing Italian ice treats, delicious food and drinks, and a bounce house for the kids. The event was a fantastic success, bringing the community together and encouraging new participants to join the Firehawks for an exciting season ahead.



We are pleased to announce that our martial arts classes have resumed and are growing in popularity! Each week, we see increased participation as more community members take advantage of this engaging and disciplined sport. Our dedicated instructors continue to provide quality training in a supportive and motivating environment.

During the recent spring break, Leisure Services hosted a three-day camp for children aged 7-13. Designed to be both educational and entertaining, the camp featured a variety of activities, including team-building games that encouraged collaboration and fun, as well as a professionally-led art class on the final day where kids explored their creativity for 2.5 hours. The feedback was overwhelmingly positive, with many children expressing their excitement and enjoyment. We look forward to continuing to provide such rewarding experiences for our young participants!





Leisure Services is dedicated to enhancing our programs and strengthening our community bonds. Here's what's next: continued promotion of registration and upcoming community events, monitoring and encouraging participation in our growing martial arts program, and planning future camps and activities based on valuable participant feedback. We appreciate the ongoing support from our families and community members. Here's to an exciting and successful 2025 season ahead!

5340 S US HWY 1

Coming soon! Twins Car Wash is nearing completion on US Hwy 1 just south of Midway Road. Signage has recently been installed and inspected. The final inspection from the Fire District has recently been approved and the final inspections from the Building Department will be performed shortly.







1975 S US HWY 1

A temporary certificate of occupancy has been issued for Petsense. Petsense has scheduled a soft opening for Monday, March 31st for their first location on the Treasure Coast. Petsense, founded in 2005, is a pet specialty retailer operated by Tractor Supply. Petsense is one of the many new tenants in the revitalized Gateway Plaza at US Highway 1 and Virginia Avenue.



7300 OKEECHOBEE ROAD

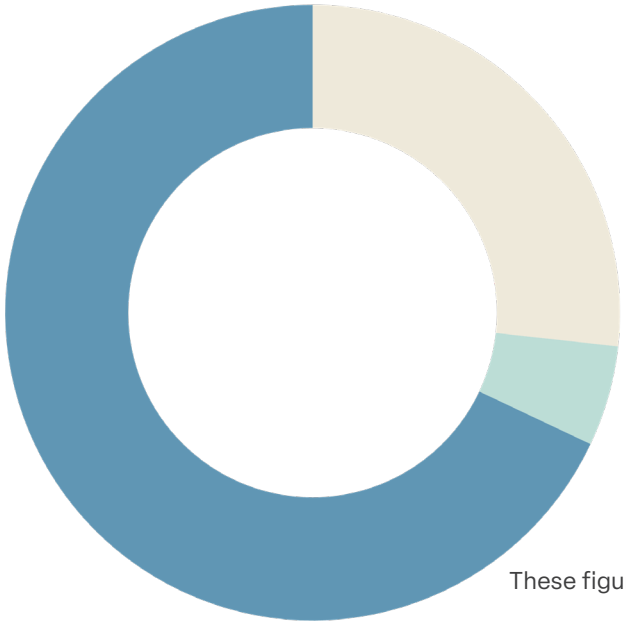
The Pilot truck stop and travel center is undergoing a major remodel of their existing facility to include a 529 square foot addition to accommodate a new receiving room and stock room. It will also include a renovation and relocation of the game room, a new checkout counter & equipment, a new drink bar, deli cabinetry and equipment, a renovation and relocation of the deli prep area, new beverage coolers and shelving, a new employee breakroom area, a renovated public laundry area, renovated restrooms and showers, and a modern exterior facade. These pictures were taken during the plumbing inspection of the renovation and the mechanical duct inspection of the addition.







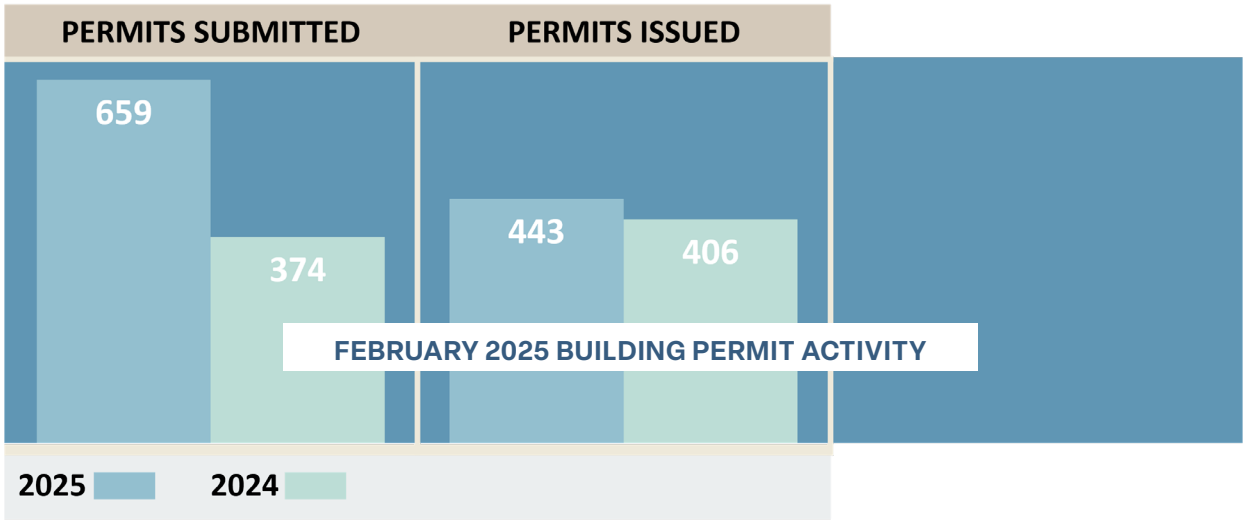


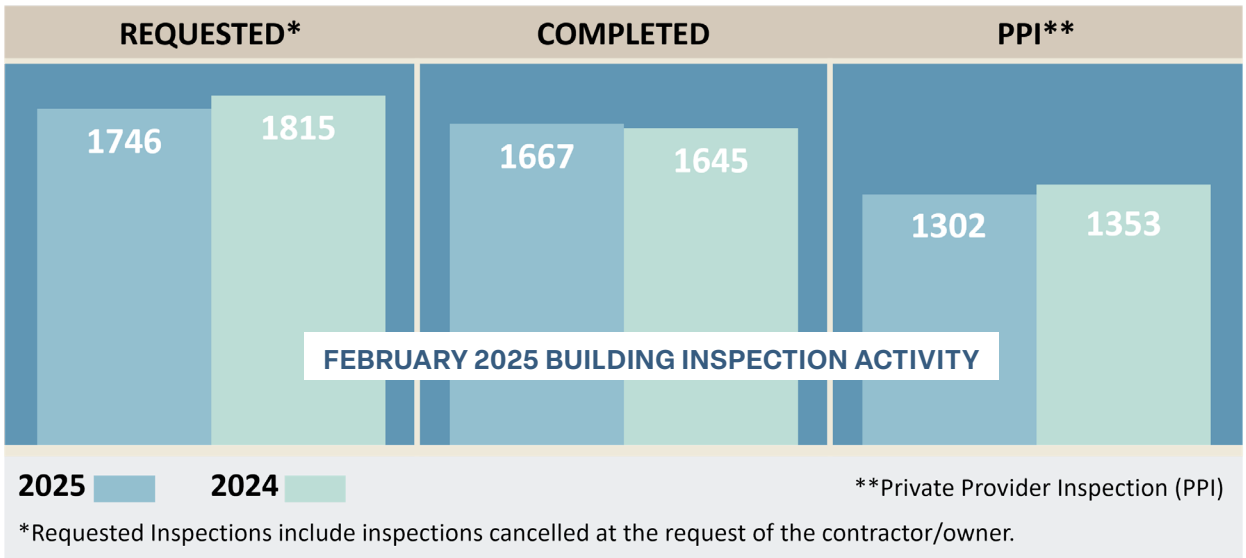


FEBRUARY 2025 NEW CONSTRUCTION VALUES

$2,946,541	NEW COMMERCIAL PERMITS
$580,624	NEW SITEWORK PERMITS
$7,488,663	NEW SINGLE FAMILY/DUPLEX PERMITS

These figures are based on permits issued in February 2025 for New Construction





*Requested Inspections include inspections cancelled at the request of the contractor/owner.

February 2025 SeeClickFix Summary

CATEGORY	DISTRICT 1				DISTRICT 2			
	CREATED	CLOSED	DTA	DTC	CREATED	CLOSED	DTA	DTC
Unpermitted Construction Activity	3	0	0.0	0.0	-	-	-	-
Unsafe Structure	1	0	0.0	0.0	-	-	-	
Abandoned Vehicle	1	0	0.0	0.0	-	-	-	-
General	1	1	0.7	0.8	2	1	0.6	8.1
Outside Storage/Junk/Trash	-	-	-	-	1	0	0.0	0.0
Tall Grass/Overgrown Landscaping	-	-	-	-	1	1	0.0	0.0
Traffic Signal	2	0	0.0	0.0	2	0	0.0	0.0
Parks and Playgrounds	-	-	-	-	2	1	0.0	1.6
Street Sign	-	-	-	-	1	0	0.0	0.0
Trash and Recycling	3	2	3.7	3.9	1	0	0.0	0.0
Trees	1	1	0.1	0.7	-	-	-	-
TOTALS	**12**	**4**	**2.1**	**2.3**	**10**	**5**	**3**	**3.2**

DTA - Days to Acknowledgement DTC - Days to Close

Please use this link to view a map of the Fort Pierce City Commission Election Districts:https://cityoffortpierce.com/DocumentCenter/View/22378/City-Election-Distircts-Map-2022

BUILDING
COMMUNITY RESPONSE
ENGINEERING
PUBLIC WORKS

Indian Hills Golf Course



Indian Hills Golf Course continues to make significant improvements to course conditions, with progress evident on a weekly basis. This winter, chevron-shaped ropes were installed in the landing areas to protect the turf from excessive cart traffic during the cooler months. As temperatures rise, Bermuda grass growth is expected to resume. This type of grass requires a total temperature of 140 degrees, combining daytime highs and evening lows. While pleasant weather with 55-degree nights and 75-degree days is enjoyable, these conditions can hinder grass growth.
To enhance turf health and suppress weeds, organic fertilizers and aggressive spraying programs have been implemented. With a mild spring, consistent rainfall, and warmer temperatures, the course is expected to see steady activity through April.

IHGC is excited to host the Fort Pierce Sunrise Kiwanis Golf Outing on Saturday, April 26th. The Sunrise Kiwanis organization has been a strong supporter of both Indian Hills and the local community.

Exceptional customer service remains a top priority, fostering a warm and welcoming atmosphere for all golfers. The course provides an enjoyable and relaxed environment for players of all ages and skill levels. A commitment to maintaining an excellent pace of play ensures that rounds are completed in four hours or less, even on the busiest days.

Word of mouth is the most effective way to spread awareness of the positive changes at Indian Hills Golf Course. Those who have enjoyed recent improvements are encouraged to share the experience with others. Suggestions for enhancements are always welcome to further elevate the golfing experience. Appreciation is extended to all members and guests for their ongoing support. Follow Indian Hills Golf Course on Facebook and Instagram for frequent updates on course conditions and maintenance projects.

SALES REPORT

	JANUARY 2025	FEBRUARY 2025
Golf Rounds	4707	5174
Golf Fees	$150,755.29	$169,806.64
Range Tokens	$4,437.23	$4,728.69
Membership Fees	$12,862.97	$5,832.79
Food & Beverages	$11,577.81	$11,676.60
Merchandise	$4,873.17	$5,203.43
TOTAL	**$184,506.47**	**$197,248.15**



River Walk Center Sales Report - February 2025

classes	parks permits	special events	facilities
$1,045	$1,854	$730	$2,950

THE SUNRISE THEATRE PROUDLY PRESENTS

SUNRISE THEATRE CAMP 2025

AT SUNRISE THEATRE

GIVE YOUR CHILD THE BEST SUMMER, REGISTER TODAY!



3 WORKSHOPS:

DREAM BIG!
JUNE 2-6

WE'RE ALL IN THIS TOGETHER
JUNE 16-20

A PERSON'S A PERSON, NO MATTER HOW SMALL
JULY 14-25

CAMP HOURS:
M-F: 8:30 AM-4:00 PM



E: BOXOFFICE@SUNRISETHEATRE.COM

P: 772.461.4775

Frances Avenue Roadway Improvements

The work associated with this roadway improvement project includes drainage improvements, water main installation, utility adjustments and roadway restoration. PRP Construction Group, LLC construction mobilization the week of March 10th. Drainage installations are currently in progress.



Indian River Drive Corridor Improvements Project (Seaway Drive to Avenue A)

Full roadway and bridge reconstruction of Indian River Drive between Seaway Drive and Avenue A. The corridor improvements include the addition of on-street parking, curb and gutter roadway section complete with sidewalks, decorative streetlights, water/sewer/electric upgrades, bridge reconstruction over Moore's Creek, upgraded stormwater collection system, landscaping, and ADA upgrades complete with brick paver crosswalks.

Bid opening was held on March 26, 2025. Bids are currently under review by Engineering staff.

Comprehensive Safety Action Plan (CSAP)

A draft CSAP is underway and will be presented to stakeholders for review. A meeting is planned for stakeholders the week of April 14. A public open house meeting will be held the week of April 21 to present the draft CSAP to the public for comment. The current schedule is final CSAP to be presented to the Commission in June of 2025.

Avenue D (29th Street to US 1)

The project was forwarded to purchasing on February 10 for advertising.

Avenue D (US 1 to Indian River Drive)

A change order for the consultant's additional final design work is scheduled for City Commission approval on April 7 and FPRA approval on April 8.

Avenue D and Means Court Public Parking Lot

Construction of this new parking lot is slated to begin the first week of April 2025.

JC Penney Parking Lot

The contractor has completed the resurfacing of the parking lot. A paver walkway and dumpster enclosures are being scheduled for delivery and completion.

Surfside Neighborhood Roadway Improvements Phase 2

A pre-bid conference was held on January 31st and bid opening on February 18th. There are two bid submittals currently under review. The roadway improvement project will include drainage improvements in the Surfside Park neighborhood. The streets identified for drainage improvements under this project are Melaleuca, Plover, Pelican, Walnut, Eucalyptus, Cypress, Sunset Isles, Mimosa and Jacaranda. Improvements will include valley gutters constructed on both sides of the roadway, elimination of the remaining roadside swale by regrading, driveway replacement, milling and resurfacing. Additionally, FPUA will upgrade water mains and sanitary sewers on three roadways.

Indian Hills Golf Course Site Expansion Phase 1

Phase I construction consisting of four (4) Pickleball Courts, paved parking lot for 36 vehicles, pervious paver golf cart staging area, landscaping, parking lot lighting, and utility connections for the future Phase II clubhouse and golf cart barn is underway.

Construction completion is scheduled for May 2025.



Asphalt Parking Lot



Golf Cart Path



Pickleball Courts Construction

Avenue B Reconstruction (13th Street to 8th Street)

The City continues to work with the contractor to resolve punch list items.

2025 Street Resurfacing Program

The City has identified nine segments of roadway to be resurfaced in the FY 2025 program. The list has been approved by FPUA for coordination and prioritization. Work on the ADA Ramps within the limits of these streets is included. The CIP budget for 2025 Resurfacing is $950,000.

STREET	FROM	TO	LINEAR FEET
11th Street (curb)	Southern Avenue	Mississippi Avenue	1,960.00
12th Street (curb)	Avenue O	Avenue Q	620.00
15th Street (curb)	Kentucky Avenue	Jersey Avenue	351.00
30th Street	Stanton Avenue	Virginia Avenue	1,840.00
31st Street	south end	Okeechobee Road	2,200.00
Edgewood Terrace	16th Street	14th Street	660.00
Means Court	Avenue H	Nobles Terrace	280.00
Tennessee Avenue	west end	25th Street	490.00
Rhode Island Avenue	33rd Street	25th Street	2,645.00

Nebraska Avenue Sidewalk (Lawnwood Circle) Phase 1

The City continues to coordinate internally to meet FDOT requirements of the Transportation Alternatives Program (TAP) Grant and Local Agency Program (LAP) Certifications for the City to administer the project. Comments from the Constructability submittal responses are due March 28. The City is working with the consultant to address the comments. The city is planning an additional public information meeting, targeting the HOA's in the area to coordinate the impact of the engineering design.

11th Street (Boston Avenue to Orange Avenue)

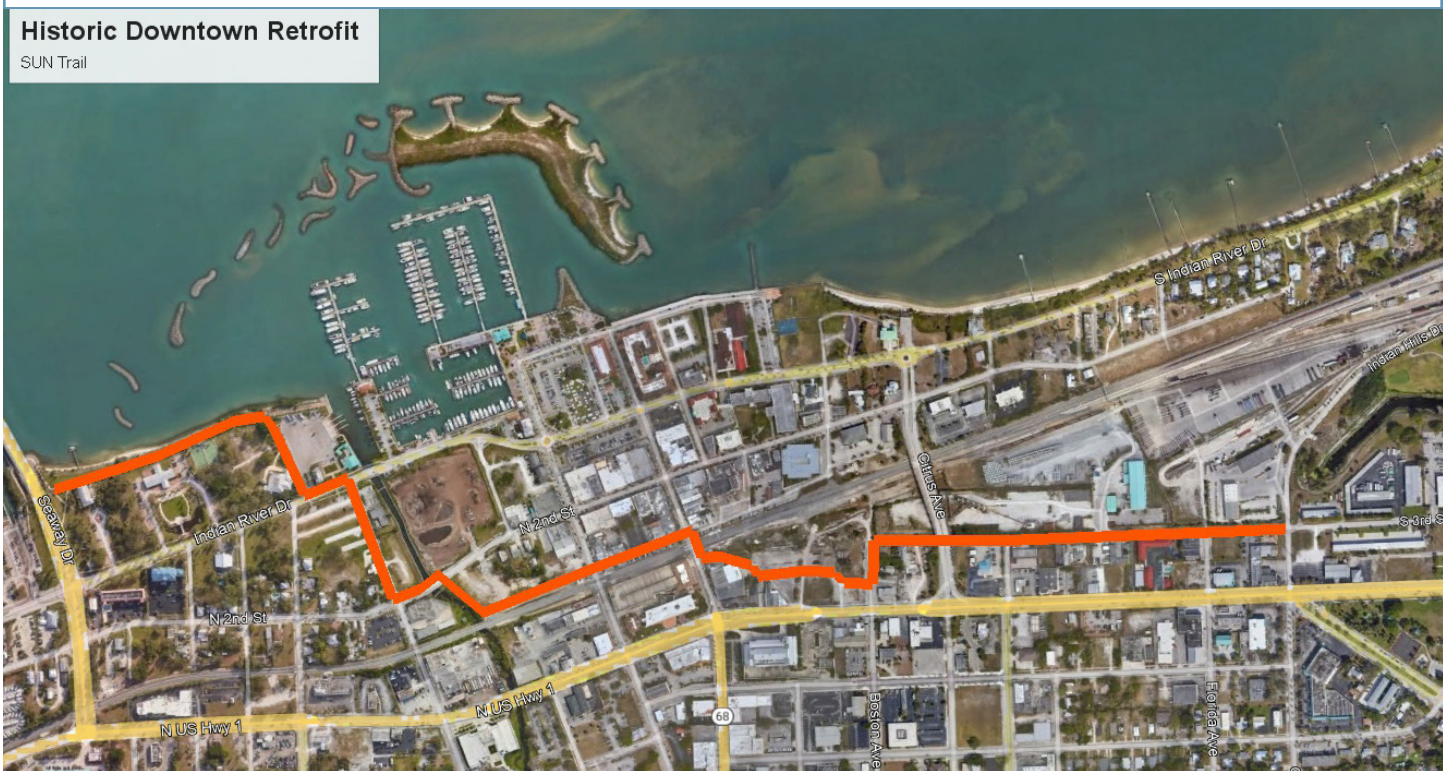
This project includes improvements to Boston Avenue from 13th Street to 10th Street and Preston Court from Boston Avenue to Delaware Avenue. The 100% design plans have been received but no funding has been identified.

13th Street Phase 2 (Georgia Avenue to Orange Avenue)

The City has been notified that the $2 Million Grant from the State was not approved. Funding for the construction of this segment has yet to be identified. The 100% plans were received from the consultant but no funding has been identified.

SUN Trail Historic Downtown Retrofit (Georgia Avenue to North A1A)

This project is currently on hold as the original design support agreement with FDOT expired in March of 2024. The consultant has been notified and the design cannot continue until a new agreement is executed. The new agreement is in development.

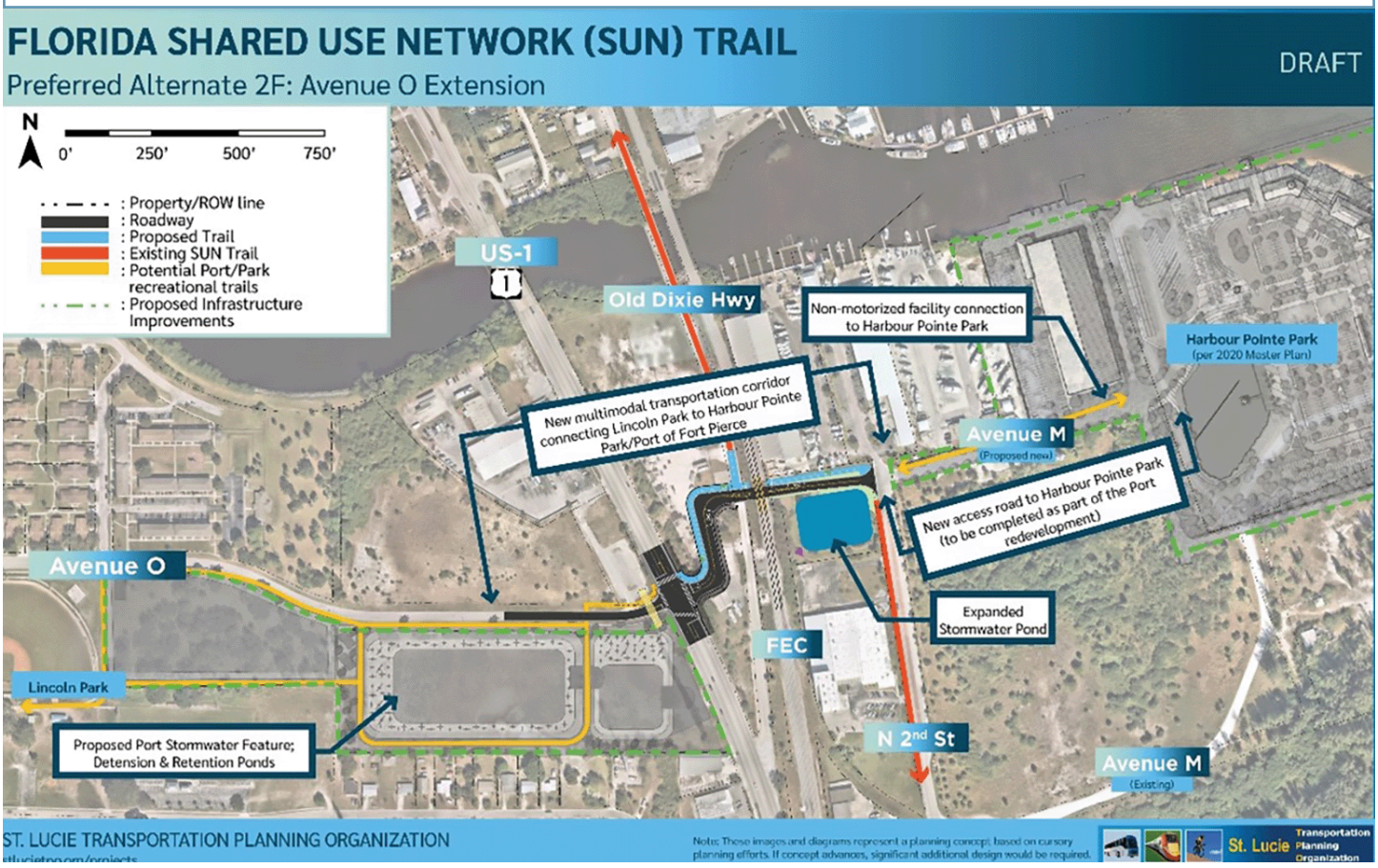


SUN Trail Highwaymen Trail Gap (Indian Hills Drive to Georgia Avenue)

This project is currently on hold until a new agreement with FDOT can be executed that provides the additional funding for construction. The new agreement is in development.

SUN Trail Port Overpass

The City has been selected to serve as the Project Manager for the design and construction of this segment of SUN Trail. Staff will begin putting together the RFP documentation in coordination with the County, TPO, and FDOT. Click on map below to enlargen.



Summer Camp at the Theatre



Calling all aspiring performers, dancers, and singers! This summer, the Sunrise Theatre is rolling out the red carpet for a camp like no other – where you can shine in the spotlight and create memories that will last a lifetime! Whether your child is a Broadway-bound superstar or just loves to sing and dance for fun, our Summer Theatre Camp has something for everyone. The camp provides an inclusive, safe space for children to learn about the performing arts and build their confidence.

Our amazing counselors are local theatre professionals that will guide your children to learn all aspects of theatre: singing, dancing, and acting! Campers will even help design the script and set. At the end of each session, campers will perform in front of family and friends, showcasing everything they've learned in an unforgettable show!

We will have three sessions available to register for. To register for camp, there will be a one-time $25 fee. The three sessions, the dates, and their prices are:

1. Dream Big! | June 2, 2025-June 6, 2025 | $125

2. We're All in This Together | June 16, 2025-June 20, 2025 | $125

3. A Person's A Person, No Matter How Small | July 14, 2025-July 25, 2025 | $250

The Sunrise Theatre Summer Camp accepts children ages 6-15. Spots are limited, so register today using **THIS FORM** and return it to the Sunrise Theatre Box Office at boxoffice@sunrisetheatre.com. Or call the Box Office at (772) 461-4775.



CITY MARINA REVENUE REPORT

	DECEMBER	JANUARY	FEBRUARY
Dockage Reservations	153	175	164
Monthly Dockage	$191,763.06	$203,294.86	$198,049.39
Transient Dockage	$143,407.50	$138,297.55	$134,205.52
Electricity	$11,210.85	$12,230.50	$11,404.89
Retail	$17,287.71	$19,356.14	S24,721.61
Gas Sales	$30,381.50	$26,025.66	$62,720.93
Diesel Sales	$67,993.59	$73,297.64	$82,243.76
TOTALS	**$462,044.21**	**$472,502.35**	**$513,346.10**



Welcome New Businesses

- In-N-Out Tires & Brakes
- Gonano Law PLLC
- Gamers Hut LLC
- Daniel M Deiulio CPA
- Miles of Smiles Learning Center
- Latin Beauty Institute
- Oeuvre Beauty
- Illusions IV Hydration and Medspa
- Clymer Floors & More LLC
- Gilliam's Towing and Transport
- Maid in Paradyse
- M.R. Galarza Inc
- Jose Garcia Lawn Service
- Hayek Construction Corp
- Delight Floor Coatings LLC
- Prezidential's Roofing LLC
- Julian Gonzalez
- Barrios Paint Specialist Services
- J&G Cleaning
- EightTwentyTwo92
- Bluebird Bistro, LLC
- Law Office of David Miklas, PA
- EKG Ventures Inc
- Wheelz4all LLC
- Starbucks Corporation
- Law Offices of Fisher & Associates
- Juslee College
- Fort Pierce Surf & Skate
- ADT Pizza LLC
- A Reyes Lawn & Landscaping
- Silvia Montanari
- Rodriguez Lawn Service
- B & C Boatworks LLC
- Macy Insurance Solutions LLC
- Pedro Benitez Lawn & Tree Trimming
- Culinary Genie LLC
- God is Good for me
- Telco Investments LLC
- Dana's Commodities
- Leon Produce Inc

UPCOMING EVENTS

April

EVERY WED	**Green Market** Marina Square	12:00 PM-6:30 PM
EVERY SAT	**Downtown Farmers Market** Marina Square	8:00 AM-12:00 PM
EVERY SAT	**Jazz Market** Marina Square	8:00 AM-1:00 PM
[FRI] 4	**Friday Fest** Marina Square	5:30 PM-8:30 PM
[SAT] 5	**Zora Neale Experience Fest** 809 N 9th Street	9:00 AM-3:00 PM
[FRI] 18	**Coffee with the Mayor** Fort Pierce Yacht Club	8:00 AM-9:00 AM
[SUN] 20	**Easter Service** Marina Square	7:00 AM-8:00 AM
[SUN] 20	**Easter Bash** Pioneer Park	2:00 PM-6:00 PM



www.cityoffortpierce.com | 772.467.3000

CITY OF FORT PIERCE MISSION STATEMENT:

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

Purchase Orders Between $10,000 to $50,000 Approved by Interim City Manager from March 1, 2025 to March 31, 2025

Approver	Department	Vendor Name	Description	Total Amount	Budget Account Code	Fund Description
D. Johnson	BUILDING	AMERICA'S OFFICE SOURCE INC.	Rm. 309 Two (2) HETP5036DP Tackable Top Tier Gla	$21,124.07	4202902-551500 OFFICE SUPPLIES/MISC EQUIP	BUILDING GRANT FUND EXP
D. Johnson	CITY MANAGER	ZORA NEALE HURSTON FLORIDA	Zora Experience Fest 2025	$15,000.00	1001111-549875 OTHER CURRENT CHRG/ART IN PUB	RESTRICTED REVENUE FUND
D. Johnson	CITY MANAGER	LYLE SUMEK ASSOCIATES, INC.	2025 Strategic Plan Update	$35,362.17	0016000-534900 CONTRACTUAL SVC/MSC CONT FEE	ADMINISTRATIVE
D. Johnson	CODE ENFORCEMENT	PROOF TECHNOLOGY, INC	Process Server for Foreclosure cases	$15,000.00	0012903-534490 CONTRACTUAL SVC/NUISANCE ABT	CODE ENFORCEMENT EXP
D. Johnson	INFORMATION TECHNOLOGY	SECURITAS TECHNOLOGY CORPORATION	Project C-0243896-001-01	$11,754.22	0016000-546750 REPAIR & MAINTEN/SOFTWARE	ADMINISTRATIVE
D. Johnson	INFORMATION TECHNOLOGY	TYLER TECHNOLOGIES, INC.	PACE 9 Program Annual Renewal	$12,150.00	0012500-546750 REPAIR & MAINTEN/SOFTWARE	IT EXP
D. Johnson	INFORMATION TECHNOLOGY	TYLER TECHNOLOGIES, INC.	Open Finance - Annual Fee and Implementation	$15,200.00	0012500-546750 REPAIR & MAINTEN/SOFTWARE	IT EXP
D. Johnson	POLICE - STAFF	DELL INC.	Dell Pro Rugged Laptops	$20,570.00	1013005-564100 EQUIPMENT & MACHINERY/OFFICE	POLICE GRANT FUND EXP
D. Johnson	PW - FLEET	CLASSIC CAR COATING	Body damage repair Unit# 501	$12,785.29	0013002-546500 REPAIR & MAINTEN/VEHICLE	POLICE SUPPORT
D. Johnson	PW - PARKS AND GROUNDS	NATURE'S KEEPER, INC.	GREAT AMERICAN CLEAN UP 25 PROJECT MATERIALS	$26,224.00	1001111-549870 OTHER CURRENT CHRG/TREE PRES	RESTRICTED REVENUE FUND
D. Johnson	SOLID WASTE	CLIFF BERRY, INC.	HAZARDOUS MATERIAL CLEAN-UP/SERVICES	$10,000.00	4024200-534900 CONTRACTUAL SVC/MSC CONT FEE	SOLID WASTE EXP